AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

DEL SHELSTAD Chairman
RUSTY BELL
BOB MAUL
COLLEEN FABER
DON HAMM

JUNE 7, 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 Certificate of State Aid, 2022 Marketing	Shelly Besel
E.	9:10 Certificate of State Aid, 2022 Aviation Encouragement	Shelly Besel
F.	9:15 County Health Officer Contract	Jane Glaser
G.	9:20 Crisis Response Contract	Jane Glaser
H.	9:25 CST Program Contract, Adult Treatment Courts	Chad Beeman
I.	9:30 CST Program Contract, Juvenile & Family Drug Court	Jim Lyon
J.	9:35 District Support Grant, Overbook I&SD	Clark Melinkovich
K.	9:40 Dove Creek Improvement Agreement, Letter of Credit	Clark Melinkovich
L.	9:45 Dove Creek Minor Subdivision Request	Sam Proffer
M.	9:50 Order Approving Enlargement, Overbrook I&SD	Michelle Leiker
N.	9:55 Ludog Minor Subdivision Request	Sam Proffer
O.	10:00 Sunshine Simple Subdivision Request	Sam Proffer
P.	10:05 Proposed Budget FY2022-2023 for Publication	Susan Saunders
Q.	10:10 National High School Final Rodeo, Landfill Tipping Fee Waiver	ReNae Kueck
R.	10:15 Public Land Board Discussion	Chairman Shelstad

PUBLIC COMMENT

*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.

S. 10:45 For the Good of the County*

ADJOURN

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

Consent Agenda

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

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

PAYROLL PAYMENTS
May 14, 2022
May 31, 2022

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

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

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

LINE ITEM TRANSFERS
Airport
Transfer $1,000.00 from 751.6517.3 Conference/Seminar/Wrk to 751.6517.1 Tuition and Fees
Transfer $200.00 from 751.6281 Automobile to 751.6283 Meals and Lodging

Assessor
Transfer $17.04 from 041.6101 Periodicals to 041.6531 General Supplies
Transfer $151.91 from 041.6053 Telephone to 041.6531 General Supplies

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

Children's Developmental Services
Transfer $265.00 from 704.6181.04 Health Services to 704.6531 General Supplies

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Transfer $1,500 from 704.6181.04 Health Services to 704.6146.01 Consulting/Training
Transfer $1,235 from 704.6181.04 Health Services to 704.6146.09 Tech Assist Current
Transfer $43.00 from 704.6181.03 Family Enrichment Counseling to 704.6146.09 Tech Assist Current

Extension
Transfer $115.49 from 102.6283 Meals & Lodging to 102.6517.4 Travel & Transportation
Transfer $1.61 from 102.6281 Automobile to 102.6517.4 Travel & Transportation
Transfer $39.40 from 103.6281 Automobile to 103.7343 Program Support
Transfer $71.01 from 103.6283 Meals & Lodging to 103.7343 Program Support
Transfer $121.74 from 103.6517.4 Travel & Transportation to 103.7343 Program Support
Transfer $100.00 from 101.6531 Supplies to 101.6762 Office Furniture & Equipment
Transfer $249.60 from 101.6234.1 Copier Maintenance to 101.6052 Postage
Transfer $500.00 from 105.6281 Automobile to 105.7488 Program Support
Transfer $100.00 from 105.6283 Meals & Lodging to 105.7488 Program Support
Transfer $500.00 from 105.6517.5 Meals & Lodging to 105.7488 Program Support
Transfer $47.00 from 104.6282 Airplane, Train, Bus to 104.6517.3 Conference/Seminar
Transfer $333.43 from 104.6282 Airplane, Train, Bus to 104.7488 Program Support
Transfer $319.00 from 104.6283 Meals & Lodging to 104.7488 Program Support
Transfer $656.00 from 104.6517.5 Meals & Lodging to 104.7488 Program Support

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

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

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

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

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

Road & Bridge
Transfer $30,000.00 from 141.6023 FT-OT to 141.6673 Gasoline

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Transfer $12,000.00 from 141.6024 to PT-Reg to 141.6674 Diesel
Transfer $1,500.00 from 141.6025 PT-OT to 141.6674 Diesel
Transfer $195,000.00 from 141.6022 FT-Reg to 141.6674 Diesel
Transfer $75,000.00 from 141.6042.1 Retirement to 141.6674 Diesel
Transfer $60,000.00 from 141.6902 Culverts to 141.6751 Vehicle Parts (Not Capital)
Transfer $50,000.00 from 141.6891 Oil, Concrete, Dust to 141.6751 Vehicle Parts (Not Capital)

Sheriff
Transfer $25,000.00 from 052.6662 to Prisoner Medical to 052.6117 Heat, Lights & Water
Transfer $3,400.00 from 052.6662 Prisoner Medical to 052.6334 Pre-Employment Wellness
Transfer $8,000.00 from 052.6662 Prisoner Medical to 051.6673 Gasoline
Transfer $1,000.00 from 052.6662 Prisoner Medical to 051.6696 K-9 Expense
Transfer $3,000.00 from 052.6662 Prisoner Medical to 052.6553 Clothing/Uniforms

MOBILE COMPUTING DEVICE REQUESTS
Parks & Recreation – Email Access for Paul Kleiner, Parks Maintenance Tech

POSITION VACANCY JUSTIFICATIONS
Emergency Management – Deputy Emergency Management Coordinator
Library – Circulation Services Specialist
Library – Youth Services Specialist (2 Positions)
Public Health – Administrative Assistance
Sheriff's Office – Custodian I
Sheriff's Office – Detention Officer

HAND WARRANTS

Campco Federal Credit Union	$226.01
Campbell County Clerk Tax Account	262,342.01
Campbell County Treasurer – FLX/HSA	39,551.29
Circuit Court of Campbell County	154.30
Great West Company	26,565.00
Wyoming Child Support	1,513.51
WAG Criminal Investigation	15.00
Wyoming Department of Revenue & Taxation	71.02
HM Life Insurance Company	161,502.29
Campco Federal Credit Union	950.00
Campbell County Clerk Tax Account	19,066.75
Campbell County Treasurer – FLX/HSA	2,135.83
Great West Trust Company	4,555.00
Campco Federal Credit Union	226.01
Campbell County Clerk Tax Account	261,897.67
Campbell County Treasurer – FLX/HSA	40,387.61
Circuit Court of Campbell County	81.12
Sheridan County Circuit Court	292.80
Great West Trust Company	27,840.00
Wyoming Child Support	1,513.51
CCEHBTA – Health	758,603.71

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CCEHBTA – Dental	42,165.00
Delta Dental Plan of Wyoming	1,672.00
VSP of Wyoming	7,718.45
Gallagher Benefit Services (Reliance)	18,567.73

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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
May 16, 2022
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, May 16, 2022, at 1:30 PM.

Present were Rusty Bell, Del Shelstad, Colleen Faber, Bob Maul, Don Hamm, Commissioners; Susan F. Saunders, County Clerk; Jim Lyon, Juvenile Probation Director; Shelly Besel, Airport Administrator Coordinator; Kevin Geis, Road and Bridge Director; Dwayne Dillinger, Parks & Recreation Director; Robert Henning, Museum Director; Jeff Bender, Fire Chief; Paul Wallem, County Coroner; Kelly Wallem, County Attorney Office Manager; Kristin Young, Grants Specialist; Kim Fry, Extension Director; Liz Edwards, Fair Coordinator; Matt Olsen, Public Works Director; Jane Glaser, Public Health Director; Leslie Perkins, Community & Government Relations Coordinator; Brandy Elder, HR Director and Sandra Beeman, Commissioners Administrative Coordinator.

Commissioner Bell discussed suicide awareness.

Chairman Shelstad provided an update on the Camporee event.

Commissioner Bell moved to approve the submission of the Community Juvenile Services Board (CJSB) Renewal Application for the Campbell County Juvenile Services, in the amount of $135,493, as presented. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Faber moved to convene into executive session to discuss personnel and litigation. Commissioner Hamm seconded the motion. All Voted – Aye. Carried.

The Board reconvened into the Directors Workshop at 2:40 PM.

There being no further business to come before the Commissioners, the meeting was adjourned at 2:40 PM.

Susan F. Saunders, County Clerk
Board of County Commissioners

Del Shelstad, Chairman
Board of County Commissioners

Office of County Commissioners
May 17, 2022
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, May 17, 2022. Chairman Shelstad called the meeting to order at 9:00 AM. Pastor Dan Holden led in prayer and Chairman Shelstad led the Pledge of Allegiance.

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

The following consent agenda was presented:

MINUTES

Board of Commissioners Fire Board Meeting, April 27, 2022
Board of Commissioners Directors Workshop, May 2, 2022
Board of Commissioners Regular Meeting, May 3, 2022

MONTHLY REPORTS

Clerk of District Clerk – April 2022
County Clerk – April 2022
Sheriff's Office – April 2022
Treasurer's Office – April 2022

PAYROLL PAYMENTS

April 30, 2022

AGREEMENTS

Amendment to the 2022 One Percent Tax Education and Survey Agreement between Campbell County, City of Gillette, Town of Wright, and the Campbell County Chamber of Commerce to amend the payment amount to $25,000

LINE-ITEM TRANSFERS

Airport - Transfer $10,000.00 from 751.6112 Electricity to 751.6114 Propane, Natural Gas; transfer $1,000.00 from 751.6145 Consulting General to 751.6114 Propane, Natural Gas; transfer $1,646.00 from 751.6517.3 Conference Seminar/Wrk to 751.6114 Propane, Natural Gas; transfer $500.00 from 751.6052 Postage and Freight to 751.6114 to Propane, Natural Gas; transfer $500.00 from 751.6053 Telephone to 751.6114 Propane, Natural Gas; transfer $500.00 from 751.6102 Assoc, Comm, Dues, Fees to 751.6114 Propane, Natural Gas; transfer $500.00 from 751.6118 Satellite TV/Music to 751.6114 Propane, Natural Gas; transfer $1,000.00 from 751.7323 Crash Fire Rescue to 751.6114 Propane, Natural Gas; transfer $1,000.00 from 751.6553 Clothing/Uniforms to 751.6114 Propane, Natural Gas; transfer $500.00 from 751.6677 Grease Lubricants to 751.6114 Propane, Natural Gas; transfer $3,999.00 from 751.6772 ILS Maintenance to 751.6114 Propane, Natural Gas; transfer $500.00 from 751.6756 Painting Supplies to 751.6114 Propane, Natural Gas; transfer $1,200.00 from 751.6758 Electrical Supplies to 751.6114 Propane, Natural Gas; transfer $1,500.00 from 751.6760 Lighting Maintenance to 751.6114 Propane, Natural Gas; transfer $500.00 from 751.6777.3 Hangar Maintenance to 751.6114 Propane, Natural Gas; transfer $500.00 from 751.6777.4 Shop Maintenance to 751.6114 Propane, Natural Gas; transfer $1,888.00 from 751.6323 Water/Sewer Engineer to 751.6114 Propane, Natural Gas; Transfer $500.00 from

751.6674 Diesel to 751.6678 Gasoline; transfer $500.00 from 751.6676 Hydraulic Fluid to 751.6751 Vehicle Parts Not Capital; transfer $1,001.00 from 751.6752 Tires and Chains to 751.6767 General Equipment ; transfer $889.00 from 751.6666 Janitorial Supplies to 751.6767 General Equipment ; transfer $201.00 from 751.6531 General Supplies to 751.6767 General Equipment

Assessor - Transfer $116.00 from 041.6531 General Supplies to 041.6092 Advertising/Publications

Extension - Transfer $227.62 from 106.6283 Meals & Lodging to 101.6762 Office Furn & Equip; transfer $265.00 from 106.6517.2 Staff Development to 101.6762 Office Furn & Equip; transfer $49.00 from 106.6517.3 Conference & Seminar to 101.6762 Office Furn & Equip; transfer $181.51 from 106.6517.4 Travel & Transportation to 101.6762 Office Furn & Equip; transfer $1,759.70 from 106.7488 Program Support to 101.6762 Office Furn & Equip; transfer $100.00 from 101.6531 General Supplies to 101.6053 Telephone

Museum - Transfer $500.00 from 721.6052 Postage and Freight to 721.6092 Advertising; transfer $1,500.00 from 721.6517.4 Travel & Transportation to 721.6092 Advertising; transfer $800.00 from 721.6556 Photographic Supplies to 721.6092 Advertising; transfer $500.00 from 721.6784 Exhibits to 721.6092 Advertising; transfer $500.00 from 721.6948 Other Insurance to 721.6092 Advertising

Parks & Recreation - Transfer $1,000.00 from 7710.6770 Grounds Maintenance to 7710.6703 Seed & Sod; transfer $2,000.00 from 7710.6701 Fertilizer to 7710.6703 Seed & Sod; transfer $2,000.00 from 7710.6767 General Equipment to 7710.6703 Seed & Sod; transfer $1,000.00 from 7710.7362 Special Events to 7710.6703 Seed & Sod; transfer $1,000.00 from 7710.6767 General Equipment to 7710.6783 Golf Cart Parts and Repairs

Public Works - Transfer $8,367.19 from 020.7085 District Support Grants to 020.7085.20 Central Campbell County; transfer $4,000.00 from 082.6111 Electricity, Water, Sewer to 082.6114 Propane, Natural Gas; transfer $5,000.00 from 082.6787 Scale to 082.6114 Propane, Natural Gas; transfer $6,000.00 from 082.6752 Tires and Chains to 082.6114 Propane, Natural Gas

POSITION VACANCY JUSTIFICATIONS

County Clerk – Deputy Clerk
Public Health – Public Health Response Coordinator (PHRC)
Public Works/Facilities Maintenance – Custodian I
Road & Bridge – Road & Bridge Superintendent
Sheriff's Office – Custodian I
Sheriff's Office – Detention Officer

TITLE CHANGE REQUEST

Airport – Change the title of the Marketing Coordinator Position/Pay Grade 107 to an Administrator Coordinator Position/Pay Grade 108.

HAND WARRANTS

Campbell County Clerk Tax Account	$18,642.91
Campco Federal Credit Union	950.00
Campbell County Treasurer – FLX/HSA	3,210.83
Great West Trust Company	4,555.00
Campco Federal Credit Union	226.01

Campbell County Clerk Tax Account	266,074.50
Campbell County Treasurer – FLX/HSA	41,185.29
Great West Trust Company	26,695.00
Wyoming Child Support	1,423.51
CCEHBTA – Health	761,683.63
CCEHBTA – Dental	42,315.00
Delta Dental Plan of Wyoming	1,672.00
Gallagher Benefit Service (Reliance)	17,824.35
VSP of Wyoming	7,754.45
Black Hills Energy	1,594.78
Personal Frontiers Inc.	11,661.92

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

Commissioner Hamm presented the Commissioners upcoming calendar of events.

The plow crews and staff from the Road & Bridge Department that worked during the spring blizzard were presented with the Star Worthy Award.

Commissioner Bell moved to approve Resolution 3020 celebrating the 150th Anniversary of Yellowstone National Park, as presented. Commissioner Faber Seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the Food Services Agreement between Campbell County and Trinity Services Group, Inc. to operate and maintain the food services at the Campbell County Detention Center, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the submission of the Marketing Grant Application for the marketing campaign at the Northeast Regional Airport, in the amount of $50,000 with a local match of $50,000, as presented. Commissioner Hamm seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the submission of the Aviation Encouragement Grant Application for costs associated with the Wings and Wheels event at the Northeast Wyoming Regional Airport, in the amount of $2,500, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the submission of the NAVAIDS Grant Application for maintenance of the non-federal NAVAIDS at the Northeast Regional Airport, in the amount of $24,248.30, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the submission of the Early Head Start Continuation Grant Application for the Children's Developmental Services, in the amount of $375,663 with a local match of $93,916, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the submission of the Early Head Start Cost of Living and Quality Improvement for the Children's Developmental Services, in the amount of $18,337, as presented. Commissioner Hamm seconded the motion. All Voted – Aye. Carried.

Commissioner Maul moved to approve the revised Motor Vehicle Policy for Campbell County, effective May 18, 2022, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Hamm moved approve the District Support Grant for Rocky Point Improvement and Service District in the amount of $670.95 from Optional One Percent Sales Tax fund for mag chloride application to roads, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Maul moved to proceed with the alteration and vacation of portions of Bishop Road as outlined in the Viewers Report, and set June 17, 2022, at noon, as the deadline for persons to file with the Office of Commissioners any objections to the vacation or claims for damages resulting from the alteration and vacation, pursuant to W.S. 24-3-111, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Hamm moved to approve the submission of the Community Services Block Grant (CSBG) FY2023 Application, in the amount of $189,839, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Maul moved to approve the County Attorney's Office to contract with Lubnau Law for civil assistance, as presented. Commissioner Hamm seconded the motion. All Voted – Aye. Carried.

Mitch Damsky left the meeting at 10:15 AM.

Public Comment was provided.

There being no further business to come before the Commissioners the meeting was adjourned at 11:10 AM. The next regular meeting of the Commissioners will be held Tuesday, June 7, 2022, at 9:00 AM, in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, Clerk
Board of County Commissioners

Del Shelstad, Chairman
Board of County Commissioners

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

Office of County Commissioners
May 23, 2022
Gillette, Wyoming

Special Meeting

The Campbell County Board of Commissioners met in a Special Meeting, Monday, May 23 2022 at 1:30 PM.

The purpose of the Special Meeting was to discuss North Garner Lake Road addressing and to convene into executive session to discuss pending litigation.

Present were Bob Maul, Del Shelstad, Don Hamm, Commissioners; Susan F. Saunders, County Clerk, and Mitch Damsky, County Attorney. Commissioner Colleen Faber was present telephonically and Commissioner Rusty Bell was absent from the meeting.

Discussion was held on restoring the address of 180 Muddy Road back to the original address of 3897 N. Garner Lake Road.

It was the consensus of the Commissioners for Public Works to start the process of changing 180 Muddy Road back to 3897 N. Garner Lake Road.

Commissioner Maul moved to convene into an executive session for pending litigation. Commissioner Hamm seconded the motion. All Voted-Aye. Carried.

The Board reconvened into the Special Meeting at 11:30 AM.

There being no further business to come before the Board, the Meeting was adjourned at 11:30 AM.

Susan F. Saunders, Clerk
Board of County Commissioners

Del Shelstad, Chairman
Board of County Commissioners

COUNTY CLERK
MONTHLY STATEMENT
MAY 2022

Approved by the Board of County Commissioners this..... day of .....A.D. 20.....
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.....
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The State of Wyoming }
County of Campbell } ss.

This instrument was filed on the____day of_____ 20_____.

_____
County Clerk

By_____
Deputy

COUNTY CLERK'S MONTHLY STATEMENT

Statement of the collections of Susan F. Saunders as Campbell County Clerk within and for the County of Campbell, State of Wyoming, for the month ending May 2022 and filed with the County Clerk for presentation to the Board of County Commissioners of said County as required by Wyoming Statute 18-3-814.

43140-Recording Fees	$25,387.00
41140-Marriage Licenses.....	$1,230.00
43150-Financing Fee's.....	$12,486.00
43160-Certificates of Titles.....	$25,890.00
43190-Misc Receipts.....	$1,003.28
43180-VINS.....	$3,890.00
43870-IDOC …Auto Deposited in FNBClerk…	$3,774.00
TOTAL	$73,660.28

Info for Treasurer's Office

WY Titles	1,726	@ $15.00 =	$25,890.00
SO Vins	140	@ $10.00 =	$1,400.00
PD Vins	236	@ $10.00 =	$2,360.00
GF Vins	13	@ $10.00 =	$130.00
HP Vins		@ $10.00 =	
WC Vins		@ $10.00 =	

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

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

WITNESS my hand and seal the 1st day of June, 2022

Susan F. Saunders, Campbell County Clerk

BY: _____,Deputy

SHERIFF'S OFFICE - DETENTION
MONTHLY REPORT
APRIL 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

_____

CAMPBELL COUNTY
SHERIFF'S OFFICE

MONTHLY SHERIFF'S STATEMENT-*DETENTION CENTER*

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

COUNTY SHERIFF

City of Gillette Housing	$8,200.00
CCCF Housing	$1,380.00
Restitution	$335.00
10 Day Housing	$20,215.00
Parolee Housing	$1,690.00
Medical Reimbursement	$8,367.82
Probation Sanctions	$420.00
DOC Medical	$2,196.29
Juvenile Housing	$750.00
U.S. Marshal Housing	$650.00
Juvenile Housing	$6,675.00
TOTAL	**$50,879.11**

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

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

Date: 5/18/22

Scott D. Matheny
Campbell County Sheriff

PAYROLL PAYMENT

FOR THE PAY PERIOD (s) ENDING

May 14, 2022

May 31, 2022

_____, _____

We do hereby approve the County Payroll as presented this 7th day of June, _____

_____
Member

_____
Member

_____
Member

_____
Member

_____
Chairman

4-8-22
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES
STATE OF WYOMING
COUNTY OF CAMPBELL No: 4373

NAME: DEVON ENERGY PRODUCTION COMPANY LP

NOTICE ISSUED FOR:
NOVC# 2022-0101
OTHER:

___ **PARTIAL**
___ **REBATE**
_✓_ **CANCELLATION**

YEAR 2019
ACCOUNT/PARCEL# 47697 **TAX NOTICE NO.** 25393
DISTRICT NO. 100

ASSESSED VALUATION: 3,046

AMOUNT:$ 182.50 49

_____ **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS 7th **DAY OF** June , **20** 22

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_____

PH 27436
PH 27436

BOARD OF COUNTY COMMISSIONERS

FILED _____ , **20** ___

_____ **COUNTY CLERK**

6-8-22
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 4374

NAME: DEVON ENERGY PRODUCTION COMPANY LP

NOTICE ISSUED FOR:
NOVC# 2022-0101
OTHER:

___ **PARTIAL**
___ **REBATE**
__✓__ **CANCELLATION**

YEAR 2019
ACCOUNT/PARCEL# 47725 **TAX NOTICE NO.** 25397
DISTRICT NO. 100

ASSESSED VALUATION: 2,816

AMOUNT:$ 168.~~72~~ 71

Tracy A. Edwards **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS 7th **DAY OF** June , **20** 22

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_____

BOARD OF COUNTY COMMISSIONERS

FILED _____ , **20** ___

_____ **COUNTY CLERK**

WYOMING DEPARTMENT OF REVENUE

IN THE MATTER OF THE ASSESSMENT OF

DEVON ENERGY PRODUCTION COMPANY LP.

Operator ID: 00707

NOTICE OF VALUATION CHANGE 2022-0101

ASSESSOR

Campbell, Converse, Fremont

1. On February 2, 2022, Devon Energy Production Company, LP (Devon) filed amended returns for the attached properties.

2. Devon filed the amended returns in response to a letter from the Mineral Tax Division of the Wyoming Department of Revenue informing Devon of discrepancies discovered in an examination of Severance Tax and Gross Products Tax production reporting for the 2018 production year.

In accordance with W.S. 39-14-208(b)(iii), the Department of Revenue is authorized to rely on final audit findings, taxpayer amended returns or department review, and to certify mine product valuation amendments to the county assessor of the county in which the property is located.

Pursuant to W.S. 39-14-208(b)(i), you are hereby notified, without prejudice to any and all rights, powers, and defenses of the government entities involved, of changes in valuation for each year by the amounts indicated in this notice. DEVON ENERGY PRODUCTION COMPANY LP. address is:

DEVON ENERGY PRODUCTION COMPANY LP.
AMANDA SMITH
PRA ACCT-ROCKIES BU COMPLIANCE
333 WEST SHERIDAN AVE
OKLAHOMA CITY, OKLAHOMA 73102

THIS NOTICE OF VALUATION CHANGE IS A FINAL ADMINISTRATIVE DECISION BY THE DEPARTMENT OF REVENUE.

Exceptions to this assessment and final administrative decision of the Department of Revenue may be instituted per W.S. 39-11-102(c) pursuant to Rules, Chapter 2, Section 5, Wyoming State Board of Equalization, by filing a written notice of appeal with the Board, in care of Executive Secretary/Legal Counsel, PO Box 448, Cheyenne, Wyoming 82003-0448 or by fax transmission to the State Board's fax number (307) 777-6363. The notice shall briefly state in ordinary and concise language the issues upon which the appeal is based, the contentions of the petitioner, the relief desired, and be accompanied by a copy of the decision at issue. The notice shall also contain the phone number, fax number if available, and mailing address of petitioner, representative or attorney.

Unless otherwise required by law, the appeal notice must be postmarked or filed with the Board within thirty (30) days of the date of the final administrative decision at issue.

WYOMING DEPARTMENT OF REVENUE

IN THE MATTER OF THE ASSESSMENT OF

DEVON ENERGY PRODUCTION COMPANY LP.

Operator ID: 00707

NOTICE OF VALUATION CHANGE 2022-0101

ASSESSOR

Campbell, Converse, Fremont

Tax Year	Prod Year	Group Name	Group Number	County	Tax District	Mineral	Taxable Value Change
2019	2018	BEAVER CREEK	000129	Fremont	0100	Natural Gas	(55,612)
2019	2018	BEAVER CREEK	000133	Fremont	0100	Natural Gas	(4,597)
2019	2018	HOUSE CREEK	008430	Campbell	0100	Natural Gas	(4,940)
2019	2018	HOUSE CREEK	008434	Campbell	0100	Natural Gas	(3,671)
2019	2018	WILDCAT	008786	Converse	0100	Natural Gas	16,016
2019	2018	BEAVER CREEK	038673	Fremont	0100	Natural Gas	(3,244)
2019	2018	BEAVER CREEK	038674	Fremont	0100	Natural Gas	(2,899)
2019	2018	BEAVER CREEK	039437	Fremont	0100	Natural Gas	(4,631)
2019	2018	BEAVER CREEK	039617	Fremont	0100	Natural Gas	(2,349)
2019	2018	BEAVER CREEK	039942	Fremont	0100	Natural Gas	(7,467)
2019	2018	BEAVER CREEK	040137	Fremont	0100	Natural Gas	(5,460)

MADE AND ENTERED at Cheyenne, Wyoming, this 15th **day of** March, **20** 22

WYOMING DEPARTMENT OF REVENUE

Brenda D. Henson

Brenda L. Henson
Director, Department of Revenue

Craig Grenvik

Craig Grenvik
Administrator, Mineral Tax Division

4-8-22

Cancellation #4393 see Sch #47197
#4394 see Sch #47725
Added Roll see Sch #47726
C.R.W. 27436)

Notice #2022-0101 → $5,862 - (3,671) Notice → $2,191

(3,671)
ML $9.918
(37.19.94)

Wyoming Department of Revenue, Mineral Tax Division, 122 West 25th Street, Suite E301, Herschler Building East
Cheyenne, WY 82002-0110
Phone (307) 777-5237 – Internet: http://revenue.wyo.gov – E-mail: directorofrevenue@wyo.gov

5/4/22
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES
STATE OF WYOMING
COUNTY OF CAMPBELL No: 4375

B# 396676

NAME: FRESORGER DEBRA K & GREGORY A

NOTICE ISSUED FOR:
NOVC#
OTHER: ABANDONED TITLE

___ **PARTIAL**
___ **REBATE**
_X_ **CANCELLATION**

YEAR 2017
ACCOUNT/PARCEL# 34598 **TAX NOTICE NO.** 1836
DISTRICT NO. 100

ASSESSED VALUATION: 2,688

AMOUNT:$ 159.84

_____ **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS 7th **DAY OF** June **, 20**22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

V57111 Maintain Past Years Action Code: I

V5711

Schedule #: 34598 Yr: 2017 Owner: FRESORGER DEBRA K & GREGORY A

Receipt # : 1836 Addr1: PO BOX 7274

Parcel ID : 17111100034598 Addr2:

City : GILLETTE St WY Zip 827177274

Book Page

District . . . : 100 CAMPBELL COUNTY

Owner Type . . : 4 General Public

Zone Code. . . :

Sq. Ft: Imps Code. . . :

Acres : Status . . . . : ACTIVE

Yr Blt:

	Market	Taxable
Land :		
Imps :		
Eqlz :		
Pers :	28,293	2,688
Exmpt:		
State:		
Total:	28,293	2,688

---------- DESCRIPTION ----------

S: 5270 LAKEVIEW MOBILE HOME PARK

MOBILE HOME: 2000 CHAMPION VIN: 05004210

4894A/B

Lot/Sec: 8

Block/Twnshp: Range:

House#: 300 Dir: St: HILLSIDE Suf: DR Unt:

F2=Etal F4=Addl Name F5=Addl Legal F6=A/R F8=Note F10=P/D F11=BanK F24=More

5/4/22

Cancellation # 4375

abandoned title

5/4/22
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 4376

NAME: FRESORGER DEBRA K & GREGORY A

NOTICE ISSUED FOR:
NOVC#
OTHER: ABANDONED TITLE

___ **PARTIAL**
___ **REBATE**
✓ **CANCELLATION**

YEAR 2018
ACCOUNT/PARCEL# 34598 **TAX NOTICE NO.** 1779
DISTRICT NO. 100

ASSESSED VALUATION: 2,336

AMOUNT:$ 139.24

_____ **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS 7th **DAY OF** June **, 20**22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

V57111 Maintain Past Years Action Code: I

V5711

Schedule #: 34598 Yr: 2018 Owner: FRESORGER DEBRA K & GREGORY A

Receipt # : 1779 Addr1: PO BOX 7274

Parcel ID : 17111100034598 Addr2:

City : GILLETTE St WY Zip 827177274

Book Page

District . . . : 100 CAMPBELL COUNTY

Owner Type . . : 4 General Public

Zone Code. . . :

Sq. Ft: Imps Code. . . :

Acres : Status . . . . : ACTIVE

Yr Blt:

	Market	Taxable
Land :		
Imps :		
Eqlz :		
Pers :	24,591	2,336
Exmpt:		
State:		
Total:	24,591	2,336

---------- DESCRIPTION ----------

S: 5270 LAKEVIEW MOBILE HOME PARK

MOBILE HOME: 2000 CHAMPION VIN: 05004210 4894A/B

Lot/Sec: 8

Block/Twnshp: Range:

House#: 300 Dir: St: HILLSIDE Suf: DR Unt: 8

F2=Etal F4=Addl Name F5=Addl Legal F6=A/R F8=Note F10=P/D F11=BanK F24=More

5/4/22

Cancellation # 4376

abandoned title

5/4/22
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES
STATE OF WYOMING
COUNTY OF CAMPBELL No: 4377

NAME: FRESORGER DEBRA K & GREGORY A

NOTICE ISSUED FOR:
NOVC#
OTHER: ABANDONED TITLE

___ **PARTIAL**
___ **REBATE**
X **CANCELLATION**

YEAR 2019
ACCOUNT/PARCEL# 34598 **TAX NOTICE NO.** 1802
DISTRICT NO. 100

ASSESSED VALUATION: 2,058

AMOUNT:$ 123.30

Tracy A. C. Clements **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS 7th **DAY OF** June **, 20**22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

V57111 Maintain Past Years Action Code: I

V5711

Schedule #: 34598 Yr: 2019 Owner: FRESORGER DEBRA K & GREGORY A

Receipt # : 1802 Addr1: PO BOX 7274

Parcel ID : 17111100034598 Addr2:

City : GILLETTE St WY Zip 827177274

Book Page

District . . . : 100 CAMPBELL COUNTY

Owner Type . . : 4 General Public

Zone Code. . . :

Sq. Ft: Imps Code. . . :

Acres : Status . . . . : ACTIVE

Yr Blt:

	Market	Taxable
Land :		
Imps :		
Eqlz :		
Pers :	21,668	2,058
Exmpt:		
State:		
Total:	21,668	2,058

---------- DESCRIPTION ----------

S: 5270 LAKEVIEW MOBILE HOME PARK

MOBILE HOME: 2000 CHAMPION VIN: 05004210

4894A/B

Lot/Sec: 8

Block/Twnshp: Range:

House#: 300 Dir: St: HILLSIDE Suf: DR Unt:

F2=Etal F4=Addl Name F5=Addl Legal F6=A/R F8=Note F10=P/D F11=BanK F24=More

5/4/22

Cancellation # 4377

Abandoned title

5/4/22
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES
STATE OF WYOMING
COUNTY OF CAMPBELL No: 4378

NAME: FRESORGER DEBRA K & GREGORY A

NOTICE ISSUED FOR:
NOVC#
OTHER: ABANDONED TITLE

___ **PARTIAL**
___ **REBATE**
X **CANCELLATION**

YEAR 2020
ACCOUNT/PARCEL# 34598 **TAX NOTICE NO.** 1779
DISTRICT NO. 100

ASSESSED VALUATION: 1,803

AMOUNT:$ 108.28

Erin L Slattery **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS 7th **DAY OF** June **, 20** 22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

V57111 Maintain Past Years Action Code: I

V5711

Schedule #: 34598 Yr: 2020 Owner: FRESORGER DEBRA K & GREGORY A

Receipt # : 1779 Addr1: 300 HILLSIDE DR LOT 8

Parcel ID : 17111100034598 Addr2:

City : GILLETTE St WY Zip 827162727

Book Page

District . . . : 100 CAMPBELL COUNTY

Owner Type . . : 4 General Public

Zone Code. . . :

Sq. Ft: Imps Code. . . :

Acres : Status . . . . : ACTIVE

Yr Blt:

	Market	Taxable
Land :		
Imps :		
Eqlz :		
Pers :	18,979	1,803
Exmpt:		
State:		
Total:	18,979	1,803

---------- DESCRIPTION ----------

S: 5270 LAKEVIEW MOBILE HOME PARK

MOBILE HOME: 2000 CHAMPION VIN: 050042

104894A/B

Lot/Sec: 8

Block/Twnshp: Range:

House#: 300 Dir: St: HILLSIDE Suf: DR Unt:

F2=Etal F4=Addl Name F5=Addl Legal F6=A/R F8=Note F10=P/D F11=BanK F24=More

5/4/22

Cancellation #4378

abandoned title

5-12-22
date processed

B-71
356708

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 4379

NAME: ENGLE COMPONENTS

NOTICE ISSUED FOR:
NOVC#
OTHER: NO BUSINESS

___ **PARTIAL**
___ **REBATE**
X **CANCELLATION**

YEAR 2018
ACCOUNT/PARCEL# 30060845 **TAX NOTICE NO.** 14169
DISTRICT NO. 150

ASSESSED VALUATION: 238

AMOUNT:$ 16.10

_____ **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS 7th **DAY OF** June , **20** 22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ , **20** ___

_____ **COUNTY CLERK**

V57111 Maintain Past Years Action Code: I

V5711

Schedule #: 30060845 Yr: 2018 Owner: ENGLE COMPONENTS

Receipt # : 14169 Addr1: ATTN DAVE ENGLE

Parcel ID : 17333300060845 Addr2: PO BOX 5127

City : GILLETTE St WY Zip 827175127

Book	Page

District . . . : 150 CITY OF GILLETTE

Owner Type . . : 4 General Public

Zone Code. . . :

Imps Code. . . :

Status . . . . : ACTIVE

Sq. Ft:

Acres :

Yr Blt:

	Market	Taxable
Land :		
Imps :		
Eqlz :		
Pers :	2,500	238
Exmpt:		
State:		
Total:	2,500	238

---------- DESCRIPTION ----------

S:

PERSONAL PROPERTY

Lot/Sec:

Block/Twnshp: Range:

House#: Dir: St: Suf: Unt:

F2=Etal F4=Addl Name F5=Addl Legal F6=A/R F8=Note F10=P/D F11=BanK F24=More

5-12-2022

Cancellation #4379

No business

5-12-22
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 4380

NAME: ENGLE COMPONENTS

NOTICE ISSUED FOR:
NOVC#
OTHER: NO BUSINESS

___ **PARTIAL**
___ **REBATE**
X **CANCELLATION**

YEAR 2019
ACCOUNT/PARCEL# 30060845 **TAX NOTICE NO.** 14164
DISTRICT NO. 150

ASSESSED VALUATION: 238

AMOUNT:$ 16.16

_____ **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS 7th **DAY OF** June , **20** 22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ , **20** ___

_____ **COUNTY CLERK**

V57111 Maintain Past Years Action Code: I

V5711

Schedule #: 30060845 Yr: 2019 Owner: ENGLE COMPONENTS

Receipt # : 14164 Addr1: ATTN DAVE ENGLE

Parcel ID : 17333300060845 Addr2: PO BOX 5127

City : GILLETTE St WY Zip 827175127

Book Page

District . . . : 150 CITY OF GILLETTE

Owner Type . . : 4 General Public

Zone Code. . . :

Sq. Ft: Imps Code. . . :

Acres : Status . . . . : ACTIVE

Yr Blt:

	Market	Taxable
Land :		
Imps :		
Eqlz :		
Pers :	2,500	238
Exmpt:		
State:		
Total:	2,500	238

---------- DESCRIPTION ----------

S:

PERSONAL PROPERTY

Lot/Sec:

Block/Twnshp: Range:

House#: Dir: St: Suf: Unt:

F2=Etal F4=Addl Name F5=Addl Legal F6=A/R F8=Note F10=P/D F11=BanK F24=More

5-12-2022

Cancellation # 4380

No business

5-12-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 4381

NAME: BACKWARD AND IN HEELS LLC

NOTICE ISSUED FOR:
NOVC#
OTHER: BUSINESS CLOSED

___ **PARTIAL**
___ **REBATE**
X **CANCELLATION**

YEAR 2019
ACCOUNT/PARCEL# 30058998 **TAX NOTICE NO.** 11073
DISTRICT NO. 150

ASSESSED VALUATION: 475

AMOUNT:$ 32.26

Tracy A. Clements **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS 7th **DAY OF** June , **20** 22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ , **20** ___

_____ **COUNTY CLERK**

V57111 Maintain Past Years Action Code: I

V5711

Schedule #: 30058998 Yr: 2019 Owner: BACKWARD AND IN HEELS LLC

Receipt # : 11073 Addr1: ATTN KERRY BYRD

Parcel ID : 17333300058998 Addr2: 2571 ANTLER RD

City : GILLETTE St WY Zip 827187212

Book Page

District . . . : 150 CITY OF GILLETTE

Owner Type . . : 4 General Public

Zone Code. . . :

Sq. Ft: Imps Code. . . :

Acres : Status . . . . : ACTIVE

Yr Blt:

	Market	Taxable
Land :		
Imps :		
Eqlz :		
Pers :	5,000	475
Exmpt:		
State:		
Total:	5,000	475

---------- DESCRIPTION ----------

S:

PERSONAL PROPERTY

Lot/Sec:

Block/Twnshp: Range:

House#: 2571 Dir: St: ANTLER Suf: RD Unt:

F2=Etal F4=Addl Name F5=Addl Legal F6=A/R F8=Note F10=P/D F11=BanK F24=More

5-12-2022

Cancellation #4381

Business Closed

5-13-22
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 4382

NAME: OPSAL NURSING LLC

NOTICE ISSUED FOR:
NOVC#
OTHER: BUSINESS CLOSED

___ **PARTIAL**
___ **REBATE**
_X_ **CANCELLATION**

YEAR 2018
ACCOUNT/PARCEL# 30059597 **TAX NOTICE NO.** 19653
DISTRICT NO. 150

ASSESSED VALUATION: 713

AMOUNT:$ 48.20

Tonya S. Clements **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS 7th **DAY OF** June **, 20**22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

V57111
V5711

Maintain Past Years

Action Code: I

Schedule #: 30059597 Yr: 2018 Owner: OPSAL NURSING LLC
Receipt # : 19653 Addr1: ATTN BRITNEE OPSAL
Parcel ID : 17333300059597 Addr2: 206 FAIRWAY DR
City : GILLETTE St WY Zip 827187469

Book Page

District . . . : 150 CITY OF GILLETTE

Owner Type . . : 4 General Public
Zone Code. . . :
Sq. Ft:
Imps Code. . . :
Acres :
Status . . . . : ACTIVE
Yr Blt:

	Market	Taxable
Land :		
Imps :		
Eqlz :		
Pers :	7,500	713
Exmpt:		
State:		
Total:	7,500	713

---------- DESCRIPTION ----------

S:
PERSONAL PROPERTY

Lot/Sec:
Block/Twnshp: Range:
House#: 206 Dir: St: FAIRWAY Suf: DR Unt:

F2=Etal F4=Addl Name F5=Addl Legal F6=A/R F8=Note F10=P/D F11=BanK F24=More

5-13-2022

Cancellation #4382
Business Closed

5-13-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES
STATE OF WYOMING
COUNTY OF CAMPBELL No: 4383

NAME: OPSAL NURSING LLC

NOTICE ISSUED FOR:
NOVC#
OTHER: BUSINESS CLOSED

___ **PARTIAL**
___ **REBATE**
X **CANCELLATION**

YEAR 2019
ACCOUNT/PARCEL# 30059597 **TAX NOTICE NO.** 19706
DISTRICT NO. 150

ASSESSED VALUATION: 713

AMOUNT:$ 48.42

_____ **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS 7th **DAY OF** June **, 20** 22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

V57111
V5711

Maintain Past Years

Action Code: I

Schedule #: 30059597 Yr: 2019 Owner: OPSAL NURSING LLC
Receipt # : 19706 Addr1: ATTN BRITNEE OPSAL
Parcel ID : 17333300059597 Addr2: 206 FAIRWAY DR
City : GILLETTE St WY Zip 827187469

Book Page

District . . . : 150 CITY OF GILLETTE

Owner Type . . : 4 General Public
Zone Code. . . :
Imps Code. . . :
Status . . . . : ACTIVE

Sq. Ft:
Acres :
Yr Blt:

	Market	Taxable
Land :		
Imps :		
Eqlz :		
Pers :	7,500	713
Exmpt:		
State:		
Total:	7,500	713

---------- DESCRIPTION ----------
S:
PERSONAL PROPERTY
Lot/Sec:
Block/Twnshp: Range:
House#: 206 Dir: St: FAIRWAY Suf: DR Unt:

F2=Etal F4=Addl Name F5=Addl Legal F6=A/R F8=Note F10=P/D F11=BanK F24=More

5-13-2022

Cancellation #4383
Business Closed

04-08-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 2021-52

NAME: BALLARD PETROLEUM HOLDINGS LLC

NOTICE ISSUED FOR:

NOVC# 2022-0123

OTHER:

☑ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2021 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 50050466

DISTRICT NO. 0100

ASSESSED VALUATION: $7,813,422

AMOUNT:$ 470,563.31

Tracy A. Clements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7th **DAY OF** June **, 20** 22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

WYOMING DEPARTMENT OF REVENUE

IN THE MATTER OF THE ASSESSMENT OF

BALLARD PETROLEUM HOLDINGS LLC.

Operator ID: 01455

NOTICE OF VALUATION CHANGE 2022-0123

ASSESSOR

Campbell, Converse

1. On February 2, 2022, Ballard Petroleum Holdings (Ballard) filed amended returns for the attached properties.

2. Ballard filed the amended returns on their own initiative.

In accordance with W.S. 39-14-208(b)(iii), the Department of Revenue is authorized to rely on final audit findings, taxpayer amended returns or department review, and to certify mine product valuation amendments to the county assessor of the county in which the property is located.

Pursuant to W.S. 39-14-208(b)(i), you are hereby notified, without prejudice to any and all rights, powers, and defenses of the government entities involved, of changes in valuation for each year by the amounts indicated in this notice. BALLARD PETROLEUM HOLDINGS LLC. address is:

BALLARD PETROLEUM HOLDINGS LLC.
MOLLY CONRAD/SUSAN WALTER
PO BOX 577
LAUREL, MONTANA 59044

THIS NOTICE OF VALUATION CHANGE IS A FINAL ADMINISTRATIVE DECISION BY THE DEPARTMENT OF REVENUE.

Exceptions to this assessment and final administrative decision of the Department of Revenue may be instituted per W.S. 39-11-102(c) pursuant to Rules, Chapter 2, Section 5, Wyoming State Board of Equalization, by filing a written notice of appeal with the Board, in care of Executive Secretary/Legal Counsel, PO Box 448, Cheyenne, Wyoming 82003-0448 or by fax transmission to the State Board's fax number (307) 777-6363. The notice shall briefly state in ordinary and concise language the issues upon which the appeal is based, the contentions of the petitioner, the relief desired, and be accompanied by a copy of the decision at issue. The notice shall also contain the phone number, fax number if available, and mailing address of petitioner, representative or attorney.

Unless otherwise required by law, the appeal notice must be postmarked or filed with the Board within thirty (30) days of the date of the final administrative decision at issue.

Tax Year	Prod Year	Group Name	Group Number	County	Tax District	Mineral	Taxable Value Change
2021	2020	K-BAR	003394	Campbell	0100	Natural Gas	(1,623)
2021	2020	K-BAR	005261	Campbell	0100	Natural Gas	(4,887)
2021	2020	PLEASANTDALE	003600	Campbell	0100	Natural Gas	(187)
2021	2020	WILDCAT	009780	Campbell	0100	Natural Gas	(4,256)
2021	2020	WILDCAT	005739	Converse	0100	Natural Gas	(62)
2021	2020	TWENTY ONE MILE BUTTE	001143	Campbell	0100	Natural Gas	(205)
2021	2020	WILDCAT	003685	Campbell	0100	Natural Gas	(288)
2021	2020	K-BAR	009783	Campbell	0100	Natural Gas	(5,778)
2021	2020	K-BAR	006420	Campbell	0100	Natural Gas	(1,233)
2021	2020	WILDCAT	001740	Campbell	0100	Natural Gas	(581)
2021	2020	K-BAR	003739	Campbell	0100	Natural Gas	(1,881)
2021	2020	K-BAR	004499	Campbell	0100	Natural Gas	(7,303)
2021	2020	WILDCAT	009929	Campbell	0100	Natural Gas	(9,026)
2021	2020	WILDCAT	003913	Campbell	0100	Natural Gas	(76)
2021	2020	K-BAR	009145	Campbell	0100	Natural Gas	(8,323)
2021	2020	K-BAR	002640	Campbell	0100	Natural Gas	(1,793)
2021	2020	K-BAR	004998	Campbell	0100	Natural Gas	(4,572)
2021	2020	WILDCAT	009340	Campbell	0100	Natural Gas	(11,691)
2021	2020	WC	010551	Campbell	0100	Natural Gas	2,455
2021	2020	WILDCAT	002782	Campbell	0100	Natural Gas	(247)
2021	2020	WILDCAT	009565	Campbell	0100	Natural Gas	(14,348)
2021	2020	WILDCAT	003510	Campbell	0100	Natural Gas	(109)

WYOMING DEPARTMENT OF REVENUE

IN THE MATTER OF THE ASSESSMENT OF

BALLARD PETROLEUM HOLDINGS LLC.

Operator ID: 01455

NOTICE OF VALUATION CHANGE 2022-0123

ASSESSOR

Campbell, Converse

Tax Year	Prod Year	Group Name	Group Number	County	Tax District	Mineral	Taxable Value Change
2021	2020	WILDCAT	004919	Campbell	0100	Natural Gas	(2,983)
2021	2020	WILDCAT	058674	Campbell	0100	Natural Gas	(112)
2021	2020	K-BAR	009467	Campbell	0100	Natural Gas	(15,793)
2021	2020	WILDCAT	002947	Campbell	0100	Natural Gas	(1,056)
2021	2020	K-BAR	005879	Campbell	0100	Natural Gas	(1,458)
2021	2020	WILDCAT	001178	Campbell	0100	Natural Gas	(2,530)
2021	2020	WILDCAT	003704	Campbell	0100	Natural Gas	(262)
2021	2020	K-BAR	009872	Campbell	0100	Natural Gas	55,311
2021	2020	WILDCAT	005580	Campbell	0100	Natural Gas	(133)
2021	2020	K-BAR	008045	Campbell	0100	Natural Gas	(1,196)
2021	2020	WILDCAT	003778	Campbell	0100	Natural Gas	(421)
2021	2020	K-BAR	003601	Campbell	0100	Natural Gas	(1,063)
2021	2020	WILDCAT	009781	Campbell	0100	Natural Gas	(11,344)
2021	2020	K-BAR	009291	Campbell	0100	Natural Gas	(5,854)
2021	2020	WILDCAT	004236	Campbell	0100	Natural Gas	(3,064)
2021	2020	WILDCAT	009992	Campbell	0100	Natural Gas	(40,477)
2021	2020	K-BAR	002706	Campbell	0100	Natural Gas	(733)
2021	2020	K-BAR	004780	Campbell	0100	Natural Gas	(2,889)
2021	2020	WILDCAT	002333	Campbell	0100	Natural Gas	(1,474)
2021	2020	GAITHER DRAW	037545	Campbell	0100	Natural Gas	(3,230)
2021	2020	WILDCAT	009930	Campbell	0100	Natural Gas	(96,360)
2021	2020	WILDCAT	002783	Campbell	0100	Natural Gas	(1,130)

WYOMING DEPARTMENT OF REVENUE

IN THE MATTER OF THE ASSESSMENT OF

BALLARD PETROLEUM HOLDINGS LLC.

Operator ID: 01455

NOTICE OF VALUATION CHANGE 2022-0123

ASSESSOR

Campbell, Converse

Tax Year	Prod Year	Group Name	Group Number	County	Tax District	Mineral	Taxable Value Change
2021	2020	WILDCAT	005615	Campbell	0100	Natural Gas	(9,884)
2021	2020	K-BAR	003511	Campbell	0100	Natural Gas	(903)
2021	2020	K-BAR	004920	Campbell	0100	Natural Gas	(2,744)
2021	2020	K-BAR	059740	Campbell	0100	Natural Gas	(411)
2021	2020	WILDCAT	003602	Campbell	0100	Natural Gas	(447)
2021	2020	K-BAR	002949	Campbell	0100	Natural Gas	(1,396)
2021	2020	K-BAR	005086	Campbell	0100	Natural Gas	(4,380)
2021	2020	K-BAR	009433	Campbell	0100	Natural Gas	(117)
2021	2020	WILDCAT	009779	Campbell	0100	Natural Gas	(5,956)
2021	2020	K-BAR	008074	Campbell	0100	Natural Gas	(3,042)
2021	2020	WILDCAT	002373	Campbell	0100	Natural Gas	(2,903)
2021	2020	TWENTY ONE MILE BUTTE	003856	Campbell	0100	Natural Gas	(210)
2021	2020	WILDCAT	000935	Campbell	0100	Natural Gas	(194)
2021	2020	K-BAR	005953	Campbell	0100	Natural Gas	1,384
2021	2020	K-BAR	001640	Campbell	0100	Natural Gas	(1,758)
2021	2020	K-BAR	003738	Campbell	0100	Natural Gas	(314)
2021	2020	K-BAR	004918	Campbell	0100	Natural Gas	(1,269)
2021	2020	ARCHIBALD	037771	Campbell	0100	Natural Gas	40
2021	2020	K-BAR	009144	Campbell	0100	Natural Gas	(742)
2021	2020	K-BAR	009434	Campbell	0100	Natural Gas	(633)
2021	2020	K-BAR	002840	Campbell	0100	Natural Gas	(4,809)
2021	2020	WILDCAT	004996	Campbell	0100	Natural Gas	(1,599)

WYOMING DEPARTMENT OF REVENUE

IN THE MATTER OF THE ASSESSMENT OF

BALLARD PETROLEUM HOLDINGS LLC.

Operator ID: 01455

NOTICE OF VALUATION CHANGE
2022-0123

ASSESSOR

Campbell, Converse

Tax Year	Prod Year	Group Name	Group Number	County	Tax District	Mineral	Taxable Value Change
2021	2020	WILDCAT	009339	Campbell	0100	Natural Gas	(20,081)
2021	2020	K-BAR	004237	Campbell	0100	Natural Gas	(1,296)
2021	2020	WILDCAT	002707	Campbell	0100	Natural Gas	(181)

MADE AND ENTERED at Cheyenne, Wyoming, this 30 day of March, 2022.

WYOMING DEPARTMENT OF REVENUE

Brenda L. Henson

Brenda L. Henson
Director, Department of Revenue

Craig Grenvik

Craig Grenvik
Administrator, Mineral Tax Division

4-8-22

NOVC# 2022-0123
(2nd half only)

(#278,048)
ML x 60.225
(#16,745.44)

Cancellation #2022-52 → #7,813,422
see sch # 50466 −(#278,048) NOVC
→ #7,535,374

Added Roll
see sch # 50466

04-08-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-53**

NAME: TITAN EXPLORATION LLC

NOTICE ISSUED FOR:

NOVC# 2022-0169

OTHER:

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2021 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 50060925

DISTRICT NO. 0100

ASSESSED VALUATION: $521,719

AMOUNT:$ 31,420.53

Terry A. Clements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7th **DAY OF** June **, 20** 22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

WYOMING DEPARTMENT OF REVENUE

IN THE MATTER OF THE ASSESSMENT OF

TITAN EXPLORATION, LLC

Operator ID: 02599

NOTICE OF VALUATION CHANGE 2022-0169

ASSESSOR

Campbell, Converse

1. On January 28, 2022, Titan Exploration, LLC (Titan) filed original returns for properties 009924, and 010428. On January 28, 2022 Titan filed amended returns for the remainder of the properties.

2. Titan filed the returns for property numbers 009924, and 010428 to move the volume and value from 009924 to 010428. Titan filed these returns in response to a letter from the Mineral Tax Division of the Wyoming Department of Revenue informing Titan of discrepancies discovered in an examination of WOGCC Form 2 reporting and Annual Gross Products reporting for the 2020 production year.

In accordance with W.S. 39-14-208(b)(iii), the Department of Revenue is authorized to rely on final audit findings, taxpayer amended returns or department review, and to certify mine product valuation amendments to the county assessor of the county in which the property is located.

Pursuant to W.S. 39-14-208(b)(i), you are hereby notified, without prejudice to any and all rights, powers, and defenses of the government entities involved, of changes in valuation for each year by the amounts indicated in this notice. TITAN EXPLORATION, LLC address is:

TITAN EXPLORATION, LLC
MEGAN FRANCISCO
65 E BROADWAY, STE. 303
BUTTE, MONTANA 59701

THIS NOTICE OF VALUATION CHANGE IS A FINAL ADMINISTRATIVE DECISION BY THE DEPARTMENT OF REVENUE.

Exceptions to this assessment and final administrative decision of the Department of Revenue may be instituted per W.S. 39-11-102(c) pursuant to Rules, Chapter 2, Section 5, Wyoming State Board of Equalization, by filing a written notice of appeal with the Board, in care of Executive Secretary/Legal Counsel, PO Box 448, Cheyenne, Wyoming 82003-0448 or by fax transmission to the State Board's fax number (307) 777-6363. The notice shall briefly state in ordinary and concise language the issues upon which the appeal is based, the contentions of the petitioner, the relief desired, and be accompanied by a copy of the decision at issue. The notice shall also contain the phone number, fax number if available, and mailing address of petitioner, representative or attorney.

Unless otherwise required by law, the appeal notice must be postmarked or filed with the Board within thirty (30) days of the date of the final administrative decision at issue.

WYOMING DEPARTMENT OF REVENUE

IN THE MATTER OF THE ASSESSMENT OF

TITAN EXPLORATION, LLC

Operator ID: 02599

NOTICE OF VALUATION CHANGE
2022-0169

ASSESSOR
Campbell, Converse

Tax Year	Prod Year	Group Name	Group Number	County	Tax District	Mineral	Taxable Value Change
2021	2020	WILDCAT	010428	Converse	0200	Oil	2,333,687
2021	2020	WILDCAT	009924	Converse	0200	Oil	(2,333,687)
2021	2020	POWELL	000533	Campbell	0100	Oil	7,190
2021	2020	WILDCAT	009818	Campbell	0100	Natural Gas	(402)
2021	2020	WILDCAT	006215	Campbell	0100	Natural Gas	(32)
2021	2020	WILDCAT	009924	Converse	0200	Natural Gas	(154,784)

MADE AND ENTERED at Cheyenne, Wyoming, this 25th day of March, 2022.

WYOMING DEPARTMENT OF REVENUE

Brenda D. Henson

Brenda L. Henson
Director, Department of Revenue

Craig Grenvik

Craig Grenvik
Administrator, Mineral Tax Division

4-8-22 NOVC #2022-0169 #7190
OIL MLX 60.225
#433.02

Added Roll see Sch #60937

GAS NOVC #2022-0169 → C# 434
MLX 60.225
(#26.14)

Cancellation #2022-53 → #521,719
See Sch #60925 = (#434) NOVC

Added Roll
See Sch #60925 #521,285

Wyoming Department of Revenue, Mineral Tax Division, 122 West 25th Street, Suite E301, Herschler Building East
Cheyenne, WY 82002-0110
Phone (307) 777-5237 – Internet: http://revenue.wyo.gov – E-mail: directorofrevenue@wyo.gov

05-04-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 2021-54

NAME: FRESORGER DEBRA K & GREGORY A

NOTICE ISSUED FOR:

NOVC#

OTHER: ABANDONED TITLE

☐ PARTIAL
☐ REBATE
☑ CANCELLATION

YEAR: 2021 **TAX NOTICE NO.**

ACCOUNT/PARCEL# M0034598

DISTRICT NO. 0100

ASSESSED VALUATION: 1,521

AMOUNT:$ 91.60

Erin L Slattery **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7th **DAY OF** June **, 20** 22

BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

COUNTY CLERK

5-4-2022 Cancellation # 2021-54

Campbell County

Rachael Knust, Treasurer

2021 MOBILE HOME TAX BILL

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

PO. Box 1027
Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin
0100	000034598	M0034598	11110003459800

FRESORGER DEBRA K & GREGORY A
PO BOX 7274
GILLETTE, WY 82717-7274

Cancel - Abandoned title

Assessed Valuation

Real Estate Value	0
Improvements/Buildings Value	1,521
Personal Property Value	0
Total Valuation	1,521
Mill Levy	60.225
General Taxes	91.60
Special Taxes	0.00
Total Tax	$91.60
First Installment	$45.80
Delinquent after November 10, 2021	
Second Installment	$45.80
Delinquent after May 10, 2022	

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

Legal Description

LOT:8
LOCATION: 300 HILLSIDE DR
MOBILE HOME: 2000 CHAMPION VIN: 050042104894A/B

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	17.08
CNTY HOSPITAL DIST TRUST FUND	3.000	4.56
CNTY SPEC CEMETERY BOARD TRUST	.901	1.38
CNTY UNIFIED SPEC DIST TRST FD	25.000	38.02
CNTY WEED & PEST BOARD TRUST	.589	.90
COOPERATIVE HIGHER EDUC SERV	.500	.76
COUNTY WIDE SCHOOL TRUST FUND	6.000	9.12
STATE OF WY FOUND PRG TRST FND	12.000	18.26
UNIFIED SCHOOL - RECREATION	1.000	1.52
TOTAL	60.225	91.60

Please detach and return the installment coupons provided below with payment to:

CAMPBELL COUNTY TREASURER
PO. Box 1027
Gillette, WY 82717-1027

OR

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

DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2021. 2nd half installments are delinquent after May 10, 2022.
Any delinquent installment will bear interest at 18%.
Interest on first installment will be forgiven if TOTAL TAX is paid ON OR BEFORE December 31, 2021

Tax bills are always sent directly to taxpayers. Mortgage companies are provided tax information electronically. Please contact your mortgage company directly if in doubt about payment responsibility.

THIS IS THE ONLY BILL YOU WILL RECEIVE!

2021 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

FRESORGER DEBRA K & GREGORY A
PO BOX 7274
GILLETTE, WY 82717-7274

Parcel# : 000034598

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): $45.80
Total Tax (Due on or before 12/31/2021): $91.60

2021 SECOND INSTALLMENT COUPON

FRESORGER DEBRA K & GREGORY A
PO BOX 7274
GILLETTE, WY 82717-7274

Parcel# : 000034598

Second Installment (Due on or before 05/10/2022): $45.80

05-09-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-55**

NAME: TITAN EXPLORATION LLC

NOTICE ISSUED FOR:

NOVC# 2022-0237

OTHER:

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2020

TAX NOTICE NO.

ACCOUNT/PARCEL# 50060925

DISTRICT NO. 0100

ASSESSED VALUATION: 693,567

AMOUNT:$ 41,652.86

Terry A. Cammack **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7th **DAY OF** June **, 20** 22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

WYOMING DEPARTMENT OF REVENUE

IN THE MATTER OF THE ASSESSMENT OF

TITAN EXPLORATION, LLC

Operator ID: 02599

NOTICE OF VALUATION CHANGE 2022-0237

ASSESSOR

Campbell, Converse

1. On March 7, 2022, Titan Exploration, LLC (Titan) filed amended returns for the attached properties.

2. Titan filed the returns on their own initiative.

In accordance with W.S. 39-14-208(b)(iii), the Department of Revenue is authorized to rely on final audit findings, taxpayer amended returns or department review, and to certify mine product valuation amendments to the county assessor of the county in which the property is located.

Pursuant to W.S. 39-14-208(b)(i), you are hereby notified, without prejudice to any and all rights, powers, and defenses of the government entities involved, of changes in valuation for each year by the amounts indicated in this notice. TITAN EXPLORATION, LLC address is:

TITAN EXPLORATION, LLC
MEGAN FRANCISCO
65 E BROADWAY, STE. 303
BUTTE, MONTANA 59701

THIS NOTICE OF VALUATION CHANGE IS A FINAL ADMINISTRATIVE DECISION BY THE DEPARTMENT OF REVENUE.

Exceptions to this assessment and final administrative decision of the Department of Revenue may be instituted per W.S. 39-11-102(c) pursuant to Rules, Chapter 2, Section 5, Wyoming State Board of Equalization, by filing a written notice of appeal with the Board, in care of Executive Secretary/Legal Counsel, PO Box 448, Cheyenne, Wyoming 82003-0448 or by fax transmission to the State Board's fax number (307) 777-6363. The notice shall briefly state in ordinary and concise language the issues upon which the appeal is based, the contentions of the petitioner, the relief desired, and be accompanied by a copy of the decision at issue. The notice shall also contain the phone number, fax number if available, and mailing address of petitioner, representative or attorney.

Unless otherwise required by law, the appeal notice must be postmarked or filed with the Board within thirty (30) days of the date of the final administrative decision at issue.

WYOMING DEPARTMENT OF REVENUE

IN THE MATTER OF THE ASSESSMENT OF

TITAN EXPLORATION, LLC

Operator ID: 02599

NOTICE OF VALUATION CHANGE
2022-0237

ASSESSOR
Campbell, Converse

Tax Year	Prod Year	Group Name	Group Number	County	Tax District	Mineral	Taxable Value Change
2020	2019	POWELL	004988	Campbell	0100	Natural Gas	(60)
2020	2019	WILDCAT	009569	Campbell	0100	Oil	42,807
2020	2019	POWELL	006023	Campbell	0100	Natural Gas	(76)
2020	2019	WILDCAT	010428	Converse	0200	Natural Gas	1
2020	2019	POWELL	004411	Converse	0200	Natural Gas	(4)
2020	2019	WILDCAT	009569	Campbell	0100	Natural Gas	(8,374)
2020	2019	WILDCAT	006216	Campbell	0100	Natural Gas	5
2020	2019	POWELL	004409	Converse	0200	Natural Gas	4
2020	2019	POWELL	004976	Campbell	0100	Natural Gas	(216)
2020	2019	POWELL	005221	Converse	0200	Natural Gas	(99)
2020	2019	WILDCAT	009818	Campbell	0100	Natural Gas	(1)
2020	2019	WILDCAT	008081	Campbell	0100	Natural Gas	(4)
2020	2019	POWELL	005003	Campbell	0100	Natural Gas	(14,700)
2020	2019	WILDCAT	006215	Campbell	0100	Natural Gas	58
2020	2019	POWELL	004412	Converse	0200	Natural Gas	(3)
2020	2019	BUCK DRAW	000531	Converse	0200	Natural Gas	(272)
2020	2019	POWELL	004408	Converse	0200	Natural Gas	3
2020	2019	WILDCAT	009817	Converse	0200	Natural Gas	1
2020	2019	WILDCAT	009971	Campbell	0100	Natural Gas	(3,392)

Wyoming Department of Revenue, Mineral Tax Division, 122 West 25th Street, Suite E301, Herschler Building East
Cheyenne, WY 82002-0110
Phone (307) 777-5237 – Internet: http://revenue.wyo.gov – E-mail: directorofrevenue@wyo.gov

WYOMING DEPARTMENT OF REVENUE

IN THE MATTER OF THE ASSESSMENT OF

TITAN EXPLORATION, LLC

Operator ID: 02599

NOTICE OF VALUATION CHANGE
2022-0237

ASSESSOR
Campbell, Converse

MADE AND ENTERED at Cheyenne, Wyoming, this 29 day of April, 2022.

WYOMING DEPARTMENT OF REVENUE

Brenda L. Henson
Brenda L. Henson
Director, Department of Revenue
5-9-22

Craig Grenvik
Craig Grenvik
Administrator, Mineral Tax Division

GAS

NOVC #2022-0237 – ($26,760)
NOVC #2022-0220 – ($14,585)
NOVC #2022-0177 – ($5,659)
($46,984)
ML x 60.056
($2,821.67)

Cancellation #2021-55.
+ Added Roll see Sch #60935

OIL

NOVC #2022-0237 – $42,807
NOVC #2022-0177 – $62,484
$105,291
ML x 60.056
$6,323.36

Added Roll
see Sch #60937

(C.R.W. #60937)

05-12-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-56**

NAME: ENGLE COMPONENTS

NOTICE ISSUED FOR:

NOVC#

OTHER: NO BUSINESS

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2020 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30060845

DISTRICT NO. 0150

ASSESSED VALUATION: 238

AMOUNT:$ 16.20

Tracy A. Clements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7th **DAY OF** June **, 20** 22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-12-2022 Cancellation # 2021-56

Campbell County

Rachael Knust, Treasurer

2020 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
0150	030060845	P0060845	33330006084500

ENGLE COMPONENTS
ATTN DAVE ENGLE
PO BOX 5127
GILLETTE, WY 82717-5127

Cancel - No business

Assessed Valuation	
Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	238
Total Valuation	238
Mill Levy	68.056
General Taxes	16.20
Special Taxes	0.00
Total Tax	$16.20
First Installment	$8.10
Delinquent after November 10, 2020	
Second Installment	$8.10
Delinquent after May 10, 2021	

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

Legal Description
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	11.276	2.68
CITY OF GILLETTE TRUST FUND	8.000	1.90
CNTY HOSPITAL DIST TRUST FUND	3.000	.72
CNTY SPEC CEMETERY BOARD TRUST	.826	.20
CNTY UNIFIED SPEC DIST TRST FD	25.000	5.96
CNTY WEED & PEST BOARD TRUST	.454	.10
COOPERATIVE HIGHER EDUC SERV	.500	.12
COUNTY WIDE SCHOOL TRUST FUND	6.000	1.42
STATE OF WY FOUND PRG TRST FND	12.000	2.86
UNIFIED SCHOOL - RECREATION	1.000	.24
TOTAL	68.056	16.20

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 2020 TAX ONLINE AT:
https://itax.tylertech.com/CampbellWY/

DUE DATES AND PAYMENT INFORMATION

First half installments are delinquent after November 10, 2020. Second half installments are delinquent after May 10, 2021.
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, 2020

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!

2020 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

ENGLE COMPONENTS
ATTN DAVE ENGLE
PO BOX 5127
GILLETTE, WY 82717-5127

Parcel# : 030060845

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2020): $8.10
Total Tax (Due on or before 12/31/2020): $16.20

2020 SECOND INSTALLMENT COUPON

ENGLE COMPONENTS
ATTN DAVE ENGLE
PO BOX 5127
GILLETTE, WY 82717-5127

Parcel# : 030060845

Second Installment (Due on or before 05/10/2021): $8.10

05-12-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-57**

NAME: ENGLE COMPONENTS

NOTICE ISSUED FOR:

NOVC#

OTHER: NO BUSINESS

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2021 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30060845

DISTRICT NO. 0150

ASSESSED VALUATION: 238

AMOUNT:$ 16.24

Tracy A. Clements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7th **DAY OF** June **, 20** 22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-12-2022 Cancellation # 2021-57

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
0150	030060845	P0060845	33330006084500

ENGLE COMPONENTS
ATTN DAVE ENGLE
PO BOX 5127
GILLETTE, WY 82717-5127

Cancel - NO Business

Assessed Valuation	
Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	238
Total Valuation	238
Mill Levy	68.225
General Taxes	16.24
Special Taxes	0.00
Total Tax	$16.24
First Installment	$8.12
Delinquent after November 10, 2021	
Second Installment	$8.12
Delinquent after May 10, 2022	

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

Legal Description
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	2.68
CITY OF GILLETTE TRUST FUND	8.000	1.90
CNTY HOSPITAL DIST TRUST FUND	3.000	.72
CNTY SPEC CEMETERY BOARD TRUST	.901	.22
CNTY UNIFIED SPEC DIST TRST FD	25.000	5.94
CNTY WEED & PEST BOARD TRUST	.589	.14
COOPERATIVE HIGHER EDUC SERV	.500	.12
COUNTY WIDE SCHOOL TRUST FUND	6.000	1.42
STATE OF WY FOUND PRG TRST FND	12.000	2.86
UNIFIED SCHOOL - RECREATION	1.000	.24
TOTAL	68.225	16.24

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

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

DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2021. 2nd half installments are delinquent after May 10, 2022.
Any delinquent installment will bear interest at 18%.
Interest on first installment will be forgiven if TOTAL TAX is paid ON OR BEFORE December 31, 2021

Tax bills are always sent directly to taxpayers. Mortgage companies are provided tax information electronically. Please contact your mortgage company directly if in doubt about payment responsibility.

THIS IS THE ONLY BILL YOU WILL RECEIVE!

2021 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

ENGLE COMPONENTS
ATTN DAVE ENGLE
PO BOX 5127
GILLETTE, WY 82717-5127

Parcel# : 030060845

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): $8.12
Total Tax (Due on or before 12/31/2021): $16.24

2021 SECOND INSTALLMENT COUPON

ENGLE COMPONENTS
ATTN DAVE ENGLE
PO BOX 5127
GILLETTE, WY 82717-5127

Parcel# : 030060845

Second Installment (Due on or before 05/10/2022): $8.12

05-12-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 2021-58

NAME: BACKWARD AND IN HEELS LLC

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED

☐ PARTIAL
☐ REBATE
☑ CANCELLATION

YEAR: 2020 TAX NOTICE NO.

ACCOUNT/PARCEL# 30058998

DISTRICT NO. 0150

ASSESSED VALUATION: 475

AMOUNT:$ 32.33

_____ COUNTY ASSESSOR

APPROVED: ☐ DENIED: ☐

THIS 7th DAY OF June , 20 22

_____

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BOARD OF COUNTY COMMISSIONERS

FILED _____ , 20 ___

_____ COUNTY CLERK

5-12-2022 Cancellation #2021-58

Campbell County

Rachael Knust, Treasurer

2020 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
0150	030058998	P0058998	33330005899800

BACKWARD AND IN HEELS LLC
ATTN KERRY BYRD
2571 ANTLER RD
GILLETTE, WY 82718-7212

Cancel - Business Closed

Assessed Valuation

Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	475
Total Valuation	475
Mill Levy	68.056
General Taxes	32.33
Special Taxes	0.00
Total Tax	$32.33
First Installment	$16.17
Delinquent after November 10, 2020	
Second Installment	$16.16
Delinquent after May 10, 2021	

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

Legal Description
LOCATION: 2571 ANTLER RD
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	11.276	5.36
CITY OF GILLETTE TRUST FUND	8.000	3.80
CNTY HOSPITAL DIST TRUST FUND	3.000	1.42
CNTY SPEC CEMETERY BOARD TRUST	.826	.39
CNTY UNIFIED SPEC DIST TRST FD	25.000	11.88
CNTY WEED & PEST BOARD TRUST	.454	.22
COOPERATIVE HIGHER EDUC SERV	.500	.24
COUNTY WIDE SCHOOL TRUST FUND	6.000	2.84
STATE OF WY FOUND PRG TRST FND	12.000	5.70
UNIFIED SCHOOL - RECREATION	1.000	.48
TOTAL	68.056	32.33

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 2020 TAX ONLINE AT:
https://itax.tylertech.com/CampbellWY/

DUE DATES AND PAYMENT INFORMATION

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THIS IS THE ONLY BILL YOU WILL RECEIVE!

2020 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

BACKWARD AND IN HEELS LLC
ATTN KERRY BYRD
2571 ANTLER RD
GILLETTE, WY 82718-7212

Parcel# : 030058998

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2020): $16.17
Total Tax (Due on or before 12/31/2020): $32.33

2020 SECOND INSTALLMENT COUPON

BACKWARD AND IN HEELS LLC
ATTN KERRY BYRD
2571 ANTLER RD
GILLETTE, WY 82718-7212

Parcel# : 030058998

Second Installment (Due on or before 05/10/2021): $16.16

05-12-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-59**

NAME: BACKWARD AND IN HEELS LLC

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2021 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30058998

DISTRICT NO. 0150

ASSESSED VALUATION: 475

AMOUNT:$ 32.41

_____ **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7th **DAY OF** June **, 20**22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-12-2022 Cancellation #2021-59

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
0150	030058998	P0058998	33330005899800

BACKWARD AND IN HEELS LLC
ATTN KERRY BYRD
2571 ANTLER RD
GILLETTE, WY 82718-7212

Cancel - Business Closed

Assessed Valuation	
Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	475
Total Valuation	475
Mill Levy	68.225
General Taxes	32.41
Special Taxes	0.00
Total Tax	$32.41
First Installment	$16.21
Delinquent after November 10, 2021	
Second Installment	$16.20
Delinquent after May 10, 2022	

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

Legal Description
LOCATION: 2571 ANTLER RD
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
CITY OF GILLETTE TRUST FUND	8.000	3.80
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	68.225	32.41

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

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

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THIS IS THE ONLY BILL YOU WILL RECEIVE!

2021 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

BACKWARD AND IN HEELS LLC
ATTN KERRY BYRD
2571 ANTLER RD
GILLETTE, WY 82718-7212

Parcel# : 030058998

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): $16.21
Total Tax (Due on or before 12/31/2021): $32.41

2021 SECOND INSTALLMENT COUPON

BACKWARD AND IN HEELS LLC
ATTN KERRY BYRD
2571 ANTLER RD
GILLETTE, WY 82718-7212

Parcel# : 030058998

Second Installment (Due on or before 05/10/2022): $16.20

05-12-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 2021-60

NAME: HARRIS CORP - GCSD

NOTICE ISSUED FOR:

NOVC#

OTHER: DUPLICATE ASSETS

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2020 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30047688

DISTRICT NO. 0100

ASSESSED VALUATION: 513

AMOUNT:$ 30.81

_____ **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7th **DAY OF** June **, 20** 22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-12-2022 Cancellation # 2021-60

Campbell County

Rachael Knust, Treasurer

2020 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
0100	030047688	P0047688	33330004768800

HARRIS CORP - GCSD
ATTN PROP TAX COUNSELORS LLC
PO BOX 3075
MCKINNEY, TX 75070-3075

Cancel - Duplicate assets

Assessed Valuation	
Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	513
Total Valuation	513
Mill Levy	60.056
General Taxes	30.81
Special Taxes	0.00
Total Tax	$30.81
First Installment	$15.41
Delinquent after November 10, 2020	
Second Installment	$15.40
Delinquent after May 10, 2021	

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

Legal Description
LOCATION: 2000 AIRPORT RD
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	11.276	5.78
CNTY HOSPITAL DIST TRUST FUND	3.000	1.54
CNTY SPEC CEMETERY BOARD TRUST	.826	.42
CNTY UNIFIED SPEC DIST TRST FD	25.000	12.82
CNTY WEED & PEST BOARD TRUST	.454	.23
COOPERATIVE HIGHER EDUC SERV	.500	.26
COUNTY WIDE SCHOOL TRUST FUND	6.000	3.08
STATE OF WY FOUND PRG TRST FND	12.000	6.16
UNIFIED SCHOOL - RECREATION	1.000	.52
TOTAL	60.056	30.81

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 2020 TAX ONLINE AT:
https://itax.tylertech.com/CampbellWY/

DUE DATES AND PAYMENT INFORMATION

First half installments are delinquent after November 10, 2020. Second half installments are delinquent after May 10, 2021.
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THIS IS THE ONLY BILL YOU WILL RECEIVE!

2020 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

HARRIS CORP - GCSD
ATTN PROP TAX COUNSELORS LLC
PO BOX 3075
MCKINNEY, TX 75070-3075

Parcel# : 030047688

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2020): $15.41
Total Tax (Due on or before 12/31/2020): $30.81

2020 SECOND INSTALLMENT COUPON

HARRIS CORP - GCSD
ATTN PROP TAX COUNSELORS LLC
PO BOX 3075
MCKINNEY, TX 75070-3075

Parcel# : 030047688

Second Installment (Due on or before 05/10/2021): $15.40

05-12-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 2021-61

NAME: HARRIS CORP - GCSD

NOTICE ISSUED FOR:

NOVC#

OTHER: DUPLICATE ASSETS

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2021 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30047688

DISTRICT NO. 0100

ASSESSED VALUATION: 516

AMOUNT:$ 31.08

Tony H. C. Simmons **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7th **DAY OF** June **, 20** 22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-12-2022 Cancellation 2021-61

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
0100	030047688	P0047688	33330004768800

HARRIS CORP - GCSD
ATTN TAX DEPT
1025 W NASA BLVD
MELBOURNE, FL 32919-0001

Cancel - Duplicate assets

Assessed Valuation

Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	516
Total Valuation	516
Mill Levy	60.225
General Taxes	31.08
Special Taxes	0.00
Total Tax	$31.08
First Installment	$15.54
Delinquent after November 10, 2021	
Second Installment	$15.54
Delinquent after May 10, 2022	

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

Legal Description
LOCATION: 2000 AIRPORT RD
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	5.80
CNTY HOSPITAL DIST TRUST FUND	3.000	1.54
CNTY SPEC CEMETERY BOARD TRUST	.901	.46
CNTY UNIFIED SPEC DIST TRST FD	25.000	12.90
CNTY WEED & PEST BOARD TRUST	.589	.30
COOPERATIVE HIGHER EDUC SERV	.500	.26
COUNTY WIDE SCHOOL TRUST FUND	6.000	3.10
STATE OF WY FOUND PRG TRST FND	12.000	6.20
UNIFIED SCHOOL - RECREATION	1.000	.52
TOTAL	60.225	31.08

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

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

DUE DATES AND PAYMENT INFORMATION

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THIS IS THE ONLY BILL YOU WILL RECEIVE!

2021 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

HARRIS CORP - GCSD
ATTN TAX DEPT
1025 W NASA BLVD
MELBOURNE, FL 32919-0001

Parcel# : 030047688

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): $15.54
Total Tax (Due on or before 12/31/2021): $31.08

2021 SECOND INSTALLMENT COUPON

HARRIS CORP - GCSD
ATTN TAX DEPT
1025 W NASA BLVD
MELBOURNE, FL 32919-0001

Parcel# : 030047688

Second Installment (Due on or before 05/10/2022): $15.54

05-12-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-62**

NAME: NORTHERN LEASING SYSTEMS INC

NOTICE ISSUED FOR:

NOVC#

OTHER: NO ASSETS

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2020 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30056314

DISTRICT NO. 0115

ASSESSED VALUATION: 20

AMOUNT:$ 1.20

Tony A. Clements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7th **DAY OF** June **, 20** 22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-12-2022 Cancellation #2021-62

Campbell County

Rachael Knust, Treasurer

2020 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
0115	030056314	P0056314	33330005631400

Cancel - No assets

NORTHERN LEASING SYSTEMS INC
ATTN PROP TAX DEPT
7303 SE LAKE RD
PORTLAND, OR 97267-2111

Assessed Valuation	
Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	20
Total Valuation	20
Mill Levy	60.056
General Taxes	1.20
Special Taxes	0.00
Total Tax	$1.20
First Installment	$0.60
Delinquent after November 10, 2020	
Second Installment	$0.60
Delinquent after May 10, 2021	

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

Legal Description
LOCATION: 3202 HACKATHORN LN
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	11.276	.22
CNTY HOSPITAL DIST TRUST FUND	3.000	.06
CNTY SPEC CEMETERY BOARD TRUST	.826	.02
CNTY UNIFIED SPEC DIST TRST FD	25.000	.50
CNTY WEED & PEST BOARD TRUST	.454	.00
COOPERATIVE HIGHER EDUC SERV	.500	.02
COUNTY WIDE SCHOOL TRUST FUND	6.000	.12
STATE OF WY FOUND PRG TRST FND	12.000	.24
UNIFIED SCHOOL - RECREATION	1.000	.02
TOTAL	60.056	1.20

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 2020 TAX ONLINE AT:
https://itax.tylertech.com/CampbellWY/

DUE DATES AND PAYMENT INFORMATION

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THIS IS THE ONLY BILL YOU WILL RECEIVE!

2020 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

NORTHERN LEASING SYSTEMS INC
ATTN PROP TAX DEPT
7303 SE LAKE RD
PORTLAND, OR 97267-2111

Parcel# : 030056314

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2020): $0.60
Total Tax (Due on or before 12/31/2020): $1.20

2020 SECOND INSTALLMENT COUPON

NORTHERN LEASING SYSTEMS INC
ATTN PROP TAX DEPT
7303 SE LAKE RD
PORTLAND, OR 97267-2111

Parcel# : 030056314

Second Installment (Due on or before 05/10/2021): $0.60

05-12-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-63**

NAME: NORTHERN LEASING SYSTEMS INC

NOTICE ISSUED FOR:

NOVC#

OTHER: NO ASSETS

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2021 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30056314

DISTRICT NO. 0115

ASSESSED VALUATION: 17

AMOUNT:$ 1.02

Tony A. Commentz **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7th **DAY OF** June **, 20** 22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-12-2022 Cancellation #2021-63

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
0115	030056314	P0056314	33330005631400

Cancel - no assets

NORTHERN LEASING SYSTEMS INC
ATTN PROP TAX DEPT
525 WASHINGTON BLVD 15TH FL
JERSEY CITY, NJ 07310-2603

Assessed Valuation

Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	17
Total Valuation	17
Mill Levy	60.225
General Taxes	1.02
Special Taxes	0.00
Total Tax	$1.02
First Installment	$0.51
Delinquent after November 10, 2021	
Second Installment	$0.51
Delinquent after May 10, 2022	

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

Legal Description
LOCATION: 3202 HACKATHORN LN
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	.20
CNTY HOSPITAL DIST TRUST FUND	3.000	.06
CNTY SPEC CEMETERY BOARD TRUST	.901	.02
CNTY UNIFIED SPEC DIST TRST FD	25.000	.42
CNTY WEED & PEST BOARD TRUST	.589	.00
COOPERATIVE HIGHER EDUC SERV	.500	.00
COUNTY WIDE SCHOOL TRUST FUND	6.000	.10
STATE OF WY FOUND PRG TRST FND	12.000	.20
UNIFIED SCHOOL - RECREATION	1.000	.02
TOTAL	60.225	1.02

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

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

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THIS IS THE ONLY BILL YOU WILL RECEIVE!

2021 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

NORTHERN LEASING SYSTEMS INC
ATTN PROP TAX DEPT
525 WASHINGTON BLVD 15TH FL
JERSEY CITY, NJ 07310-2603

Parcel# : 030056314

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): $0.51
Total Tax (Due on or before 12/31/2021): $1.02

2021 SECOND INSTALLMENT COUPON

NORTHERN LEASING SYSTEMS INC
ATTN PROP TAX DEPT
525 WASHINGTON BLVD 15TH FL
JERSEY CITY, NJ 07310-2603

Parcel# : 030056314

Second Installment (Due on or before 05/10/2022): $0.51

05-12-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-64**

NAME: NORTHERN LEASING SYSTEMS INC

NOTICE ISSUED FOR:

NOVC#

OTHER: NO ASSETS

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2020 **TAX NOTICE NO.**

ACCOUNT/PARCEL# ~~30~~41314

DISTRICT NO. 0150

ASSESSED VALUATION: 260

AMOUNT:$ 17.69

Tony A. Clements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7th **DAY OF** June **, 20** 22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-12-2022 Cancellation # 2021-64

Campbell County

Rachael Knust, Treasurer

2020 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
0150	000041314	P0041314	33330004131400

No Assets

NORTHERN LEASING SYSTEMS INC
ATTN PROPERTY TAX DEPT
7303 SW LAKE RD
PORTLAND, OR 97267-2111

Assessed Valuation

Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	260
Total Valuation	260
Mill Levy	68.056
General Taxes	17.69
Special Taxes	0.00
Total Tax	$17.69
First Installment	$8.85
Delinquent after November 10, 2020	
Second Installment	$8.84
Delinquent after May 10, 2021	

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

Legal Description
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	11.276	2.93
CITY OF GILLETTE TRUST FUND	8.000	2.08
CNTY HOSPITAL DIST TRUST FUND	3.000	.78
CNTY SPEC CEMETERY BOARD TRUST	.826	.22
CNTY UNIFIED SPEC DIST TRST FD	25.000	6.50
CNTY WEED & PEST BOARD TRUST	.454	.12
COOPERATIVE HIGHER EDUC SERV	.500	.12
COUNTY WIDE SCHOOL TRUST FUND	6.000	1.56
STATE OF WY FOUND PRG TRST FND	12.000	3.12
UNIFIED SCHOOL - RECREATION	1.000	.26
TOTAL	68.056	17.69

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 2020 TAX ONLINE AT:
https://itax.tylertech.com/CampbellWY/

DUE DATES AND PAYMENT INFORMATION

First half installments are delinquent after November 10, 2020. Second half installments are delinquent after May 10, 2021.
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, 2020

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!

2020 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

NORTHERN LEASING SYSTEMS INC
ATTN PROPERTY TAX DEPT
7303 SW LAKE RD
PORTLAND, OR 97267-2111

Parcel# : 000041314

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2020): $8.85
Total Tax (Due on or before 12/31/2020): $17.69

2020 SECOND INSTALLMENT COUPON

NORTHERN LEASING SYSTEMS INC
ATTN PROPERTY TAX DEPT
7303 SW LAKE RD
PORTLAND, OR 97267-2111

Parcel# : 000041314

Second Installment (Due on or before 05/10/2021): $8.84

05-12-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-65**

NAME: NORTHERN LEASING SYSTEMS INC

NOTICE ISSUED FOR:

NOVC#

OTHER: NO ASSETS

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2021 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30041314

DISTRICT NO. 0150

ASSESSED VALUATION: 210

AMOUNT:$ 14.33

Tony McClements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7th **DAY OF** June **, 20**22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-12-2022 Cancellation # 2021-165

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
0150	000041314	P0041314	33330004131400

NORTHERN LEASING SYSTEMS INC
ATTN PROP TAX DEPT
525 WASHINGTON BLVD 15TH FL
JERSEY CITY, NJ 07310-2603

Cancel - No assets

Assessed Valuation	
Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	210
Total Valuation	210
Mill Levy	68.225
General Taxes	14.33
Special Taxes	0.00
Total Tax	$14.33
First Installment	$7.17
Delinquent after November 10, 2021	
Second Installment	$7.16
Delinquent after May 10, 2022	

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

Legal Description
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	2.36
CITY OF GILLETTE TRUST FUND	8.000	1.68
CNTY HOSPITAL DIST TRUST FUND	3.000	.64
CNTY SPEC CEMETERY BOARD TRUST	.901	.18
CNTY UNIFIED SPEC DIST TRST FD	25.000	5.25
CNTY WEED & PEST BOARD TRUST	.589	.12
COOPERATIVE HIGHER EDUC SERV	.500	.10
COUNTY WIDE SCHOOL TRUST FUND	6.000	1.26
STATE OF WY FOUND PRG TRST FND	12.000	2.52
UNIFIED SCHOOL - RECREATION	1.000	.22
TOTAL	68.225	14.33

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

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

DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2021. 2nd half installments are delinquent after May 10, 2022.
Any delinquent installment will bear interest at 18%.
Interest on first installment will be forgiven if TOTAL TAX is paid ON OR BEFORE December 31, 2021

Tax bills are always sent directly to taxpayers. Mortgage companies are provided tax information electronically. Please contact your mortgage company directly if in doubt about payment responsibility.

THIS IS THE ONLY BILL YOU WILL RECEIVE!

2021 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

NORTHERN LEASING SYSTEMS INC
ATTN PROP TAX DEPT
525 WASHINGTON BLVD 15TH FL
JERSEY CITY, NJ 07310-2603

Parcel# : 000041314

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): $7.17
Total Tax (Due on or before 12/31/2021): $14.33

2021 SECOND INSTALLMENT COUPON

NORTHERN LEASING SYSTEMS INC
ATTN PROP TAX DEPT
525 WASHINGTON BLVD 15TH FL
JERSEY CITY, NJ 07310-2603

Parcel# : 000041314

Second Installment (Due on or before 05/10/2022): $7.16

05-12-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-66**

NAME: NORTHERN LEASING SYSTEMS INC

NOTICE ISSUED FOR:

NOVC#

OTHER: NO ASSETS

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2020 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30056313

DISTRICT NO. 0154

ASSESSED VALUATION: 8

AMOUNT:$ .54

Tony D. Clements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7th **DAY OF** June **, 20** 22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-12-2022 Cancellation # 2021-66

Campbell County

Rachael Knust, Treasurer

2020 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
0154	030056313	P0056313	33330005631300

NORTHERN LEASING SYSTEMS INC
ATTN PROPERTY TAX DEPT
7303 SW LAKE RD
PORTLAND, OR 97267-2111

Cancel- no assets

Assessed Valuation

Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	8
Total Valuation	8
Mill Levy	68.056
General Taxes	0.54
Special Taxes	0.00
Total Tax	$0.54
First Installment	$0.27
Delinquent after November 10, 2020	
Second Installment	$0.27
Delinquent after May 10, 2021	

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

Legal Description
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	11.276	.10
CITY OF GILLETTE TRUST FUND	8.000	.06
CNTY HOSPITAL DIST TRUST FUND	3.000	.02
CNTY SPEC CEMETERY BOARD TRUST	.826	.00
CNTY UNIFIED SPEC DIST TRST FD	25.000	.20
CNTY WEED & PEST BOARD TRUST	.454	.00
COOPERATIVE HIGHER EDUC SERV	.500	.00
COUNTY WIDE SCHOOL TRUST FUND	6.000	.04
STATE OF WY FOUND PRG TRST FND	12.000	.10
UNIFIED SCHOOL - RECREATION	1.000	.02
TOTAL	68.056	.54

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 2020 TAX ONLINE AT:
https://itax.tylertech.com/CampbellWY/

DUE DATES AND PAYMENT INFORMATION

First half installments are delinquent after November 10, 2020. Second half installments are delinquent after May 10, 2021.
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THIS IS THE ONLY BILL YOU WILL RECEIVE!

2020 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

NORTHERN LEASING SYSTEMS INC
ATTN PROPERTY TAX DEPT
7303 SW LAKE RD
PORTLAND, OR 97267-2111

Parcel# : 030056313

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2020): $0.27
Total Tax (Due on or before 12/31/2020): $0.54

2020 SECOND INSTALLMENT COUPON

NORTHERN LEASING SYSTEMS INC
ATTN PROPERTY TAX DEPT
7303 SW LAKE RD
PORTLAND, OR 97267-2111

Parcel# : 030056313

Second Installment (Due on or before 05/10/2021): $0.27

05-12-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-67**

NAME: NORTHERN LEASING SYSTEMS INC

NOTICE ISSUED FOR:

NOVC#

OTHER: NO ASSETS

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2021 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30056313

DISTRICT NO. 0154

ASSESSED VALUATION: 8

AMOUNT:$ .55

Tony D. Lamantia **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7th **DAY OF** June **, 20** 22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-12-2022 Cancellation #2021-67

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
0154	030056313	P0056313	33330005631300

NORTHERN LEASING SYSTEMS INC
ATTN PROP TAX DEPT
525 WASHINGTON BLVD 15TH FL
JERSEY CITY, NJ 07310-2603

Cancel - NO assets

Assessed Valuation	
Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	8
Total Valuation	8
Mill Levy	68.225
General Taxes	0.55
Special Taxes	0.00
Total Tax	$0.55
First Installment	$0.28
Delinquent after November 10, 2021	
Second Installment	$0.27
Delinquent after May 10, 2022	

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

Legal Description
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	.10
CITY OF GILLETTE TRUST FUND	8.000	.06
CNTY HOSPITAL DIST TRUST FUND	3.000	.02
CNTY SPEC CEMETERY BOARD TRUST	.901	.00
CNTY UNIFIED SPEC DIST TRST FD	25.000	.20
CNTY WEED & PEST BOARD TRUST	.589	.00
COOPERATIVE HIGHER EDUC SERV	.500	.00
COUNTY WIDE SCHOOL TRUST FUND	6.000	.05
STATE OF WY FOUND PRG TRST FND	12.000	.10
UNIFIED SCHOOL - RECREATION	1.000	.02
TOTAL	68.225	.55

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

OR

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

DUE DATES AND PAYMENT INFORMATION

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THIS IS THE ONLY BILL YOU WILL RECEIVE!

2021 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

NORTHERN LEASING SYSTEMS INC
ATTN PROP TAX DEPT
525 WASHINGTON BLVD 15TH FL
JERSEY CITY, NJ 07310-2603

Parcel# : 030056313

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): $0.28
Total Tax (Due on or before 12/31/2021): $0.55

2021 SECOND INSTALLMENT COUPON

NORTHERN LEASING SYSTEMS INC
ATTN PROP TAX DEPT
525 WASHINGTON BLVD 15TH FL
JERSEY CITY, NJ 07310-2603

Parcel# : 030056313

Second Installment (Due on or before 05/10/2022): $0.27

05-12-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-68**

NAME: NORTHERN LEASING SYSTEMS INC

NOTICE ISSUED FOR:

NOVC#

OTHER: NO ASSETS

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2020 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30051897

DISTRICT NO. 0115

ASSESSED VALUATION: 5

AMOUNT:$ .30

Troy D. Clements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7 **DAY OF** June **, 20** 22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-12-2022 Cancellation # 2021-68

Campbell County

Rachael Knust, Treasurer

2020 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
0115	030051897	P0051897	33330005189700

NORTHERN LEASING SYSTEMS INC
ATTN PROPERTY TAX DEPT
7303 SW LAKE RD
PORTLAND, OR 97267-2111

Cancel - No assets

Assessed Valuation

Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	5
Total Valuation	5
Mill Levy	60.056
General Taxes	0.30
Special Taxes	0.00
Total Tax	$0.30
First Installment	$0.15
Delinquent after November 10, 2020	
Second Installment	$0.15
Delinquent after May 10, 2021	

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

Legal Description
LOCATION: 3206 HWY 14-16
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	11.276	.06
CNTY HOSPITAL DIST TRUST FUND	3.000	.02
CNTY SPEC CEMETERY BOARD TRUST	.826	.00
CNTY UNIFIED SPEC DIST TRST FD	25.000	.12
CNTY WEED & PEST BOARD TRUST	.454	.00
COOPERATIVE HIGHER EDUC SERV	.500	.00
COUNTY WIDE SCHOOL TRUST FUND	6.000	.04
STATE OF WY FOUND PRG TRST FND	12.000	.06
UNIFIED SCHOOL - RECREATION	1.000	.00
TOTAL	60.056	.30

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 2020 TAX ONLINE AT:
https://itax.tylertech.com/CampbellWY/

DUE DATES AND PAYMENT INFORMATION

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THIS IS THE ONLY BILL YOU WILL RECEIVE!

2020 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

NORTHERN LEASING SYSTEMS INC
ATTN PROPERTY TAX DEPT
7303 SW LAKE RD
PORTLAND, OR 97267-2111

Parcel# : 030051897

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2020): $0.15
Total Tax (Due on or before 12/31/2020): $0.30

2020 SECOND INSTALLMENT COUPON

NORTHERN LEASING SYSTEMS INC
ATTN PROPERTY TAX DEPT
7303 SW LAKE RD
PORTLAND, OR 97267-2111

Parcel# : 030051897

Second Installment (Due on or before 05/10/2021): $0.15

05-12-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-69**

NAME: NORTHERN LEASING SYSTEMS INC

NOTICE ISSUED FOR:

NOVC#

OTHER: NO ASSETS

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2021 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30051897

DISTRICT NO. 0115

ASSESSED VALUATION: 5

AMOUNT:$ .30

Troy A. Lammers **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7 **DAY OF** June **, 20**22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-12-2022 Cancellation # 2021-09

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
0115	030051897	P0051897	33330005189700

Cancel - No Assets

NORTHERN LEASING SYSTEMS INC
ATTN PROP TAX DEPT
525 WASHINGTON BLVD 15TH FL
JERSEY CITY, NJ 07310-2603

Assessed Valuation

Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	5
Total Valuation	5
Mill Levy	60.225
General Taxes	0.30
Special Taxes	0.00
Total Tax	$0.30
First Installment	$0.15
Delinquent after November 10, 2021	
Second Installment	$0.15
Delinquent after May 10, 2022	

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

Legal Description
LOCATION: 3206 HWY 14-16
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	.06
CNTY HOSPITAL DIST TRUST FUND	3.000	.02
CNTY SPEC CEMETERY BOARD TRUST	.901	.00
CNTY UNIFIED SPEC DIST TRST FD	25.000	.12
CNTY WEED & PEST BOARD TRUST	.589	.00
COOPERATIVE HIGHER EDUC SERV	.500	.00
COUNTY WIDE SCHOOL TRUST FUND	6.000	.04
STATE OF WY FOUND PRG TRST FND	12.000	.06
UNIFIED SCHOOL - RECREATION	1.000	.00
TOTAL	60.225	.30

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

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

DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2021. 2nd half installments are delinquent after May 10, 2022.
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THIS IS THE ONLY BILL YOU WILL RECEIVE!

2021 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

NORTHERN LEASING SYSTEMS INC
ATTN PROP TAX DEPT
525 WASHINGTON BLVD 15TH FL
JERSEY CITY, NJ 07310-2603

Parcel# : 030051897

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): $0.15
Total Tax (Due on or before 12/31/2021): $0.30

2021 SECOND INSTALLMENT COUPON

NORTHERN LEASING SYSTEMS INC
ATTN PROP TAX DEPT
525 WASHINGTON BLVD 15TH FL
JERSEY CITY, NJ 07310-2603

Parcel# : 030051897

Second Installment (Due on or before 05/10/2022): $0.15

05-12-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-70**

NAME: NORTHERN LEASING SYSTEMS INC

NOTICE ISSUED FOR:

NOVC#

OTHER: NO ASSETS

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2020 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30056312

DISTRICT NO. 0100

ASSESSED VALUATION: 54

AMOUNT:$ 3.24

Tony A. Clements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7 **DAY OF** June **, 20**22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-12-2022 Cancellation #2021-70

Campbell County

Rachael Knust, Treasurer

2020 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
0100	030056312	P0056312	33330005631200

Cancel- No Assets

NORTHERN LEASING SYSTEMS INC
ATTN PROPERTY TAX DEPT
7303 SW LAKE RD
PORTLAND, OR 97267-2111

Assessed Valuation

Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	54
Total Valuation	54
Mill Levy	60.056
General Taxes	3.24
Special Taxes	0.00
Total Tax	$3.24
First Installment	$1.62
Delinquent after November 10, 2020	
Second Installment	$1.62
Delinquent after May 10, 2021	

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

Legal Description
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	11.276	.62
CNTY HOSPITAL DIST TRUST FUND	3.000	.16
CNTY SPEC CEMETERY BOARD TRUST	.826	.04
CNTY UNIFIED SPEC DIST TRST FD	25.000	1.36
CNTY WEED & PEST BOARD TRUST	.454	.02
COOPERATIVE HIGHER EDUC SERV	.500	.02
COUNTY WIDE SCHOOL TRUST FUND	6.000	.32
STATE OF WY FOUND PRG TRST FND	12.000	.64
UNIFIED SCHOOL - RECREATION	1.000	.06
TOTAL	60.056	3.24

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 2020 TAX ONLINE AT:
https://itax.tylertech.com/CampbellWY/

DUE DATES AND PAYMENT INFORMATION

First half installments are delinquent after November 10, 2020. Second half installments are delinquent after May 10, 2021.
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, 2020

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!

2020 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

NORTHERN LEASING SYSTEMS INC
ATTN PROPERTY TAX DEPT
7303 SW LAKE RD
PORTLAND, OR 97267-2111

Parcel# : 030056312

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2020): $1.62
Total Tax (Due on or before 12/31/2020): $3.24

2020 SECOND INSTALLMENT COUPON

NORTHERN LEASING SYSTEMS INC
ATTN PROPERTY TAX DEPT
7303 SW LAKE RD
PORTLAND, OR 97267-2111

Parcel# : 030056312

Second Installment (Due on or before 05/10/2021): $1.62

05-12-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-71**

NAME: NORTHERN LEASING SYSTEMS INC

NOTICE ISSUED FOR:

NOVC#

OTHER: NO ASSETS

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2021 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30056312

DISTRICT NO. 0100

ASSESSED VALUATION: 41

AMOUNT:$ 2.47

_____ **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7 **DAY OF** June **, 20**22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-12-2022 Cancellation #2021-71

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
0100	030056312	P0056312	33330005631200

NORTHERN LEASING SYSTEMS INC
ATTN PROP TAX DEPT
525 WASHINGTON BLVD 15TH FL
JERSEY CITY, NJ 07310-2603

Cancel - No assets

Assessed Valuation

Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	41
Total Valuation	41
Mill Levy	60.225
General Taxes	2.47
Special Taxes	0.00
Total Tax	$2.47
First Installment	$1.24
Delinquent after November 10, 2021	
Second Installment	$1.23
Delinquent after May 10, 2022	

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

Legal Description
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	.46
CNTY HOSPITAL DIST TRUST FUND	3.000	.12
CNTY SPEC CEMETERY BOARD TRUST	.901	.04
CNTY UNIFIED SPEC DIST TRST FD	25.000	1.03
CNTY WEED & PEST BOARD TRUST	.589	.02
COOPERATIVE HIGHER EDUC SERV	.500	.02
COUNTY WIDE SCHOOL TRUST FUND	6.000	.24
STATE OF WY FOUND PRG TRST FND	12.000	.50
UNIFIED SCHOOL - RECREATION	1.000	.04
TOTAL	60.225	2.47

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

OR

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

DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2021. 2nd half installments are delinquent after May 10, 2022.
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THIS IS THE ONLY BILL YOU WILL RECEIVE!

2021 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

NORTHERN LEASING SYSTEMS INC
ATTN PROP TAX DEPT
525 WASHINGTON BLVD 15TH FL
JERSEY CITY, NJ 07310-2603

Parcel# : 030056312

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): $1.24
Total Tax (Due on or before 12/31/2021): $2.47

2021 SECOND INSTALLMENT COUPON

NORTHERN LEASING SYSTEMS INC
ATTN PROP TAX DEPT
525 WASHINGTON BLVD 15TH FL
JERSEY CITY, NJ 07310-2603

Parcel# : 030056312

Second Installment (Due on or before 05/10/2022): $1.23

05-12-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-72**

NAME: COOK GILBERT RAY

NOTICE ISSUED FOR:

NOVC#

OTHER: EQUIPMENT SOLD

☑ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2021

TAX NOTICE NO. P0061677

ACCOUNT/PARCEL# 30061677

DISTRICT NO. 0100

ASSESSED VALUATION: 4750

AMOUNT:$ 286.07

COUNTY ASSESSOR

APPROVED: ☐ **DENIED:** ☐

THIS 7 **DAY OF** June **, 20**22

BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

COUNTY CLERK

5-12-2022 Partial Cancellation #2021-72

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
0100	0P0061677	P0061677	33330006167700

Cancel 2nd 1/2 only - Equip sold

COOK GILBERT RAY
PO BOX 5
ROZET, WY 82727-0005

Assessed Valuation

Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	9,500
Total Valuation	9,500
Mill Levy	60.225
General Taxes	572.14
Special Taxes	0.00
Total Tax	$572.14
First Installment	$286.07
Delinquent after November 10, 2021	
Second Installment	$286.07
Delinquent after May 10, 2022	

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

Legal Description
LOCATION: 361 TIMBER CREEK RD
FARM/RANCH EQUIPMENT

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

TAX DOLLAR USE

TAXING AUTHORITY	LEVY AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.235	106.74
CNTY HOSPITAL DIST TRUST FUND	3.000	28.50
CNTY SPEC CEMETERY BOARD TRUST	.901	8.56
CNTY UNIFIED SPEC DIST TRST FD	25.000	237.50
CNTY WEED & PEST BOARD TRUST	.589	5.60
COOPERATIVE HIGHER EDUC SERV	.500	4.74
COUNTY WIDE SCHOOL TRUST FUND	6.000	57.00
STATE OF WY FOUND PRG TRST FND	12.000	114.00
UNIFIED SCHOOL - RECREATION	1.000	9.50
TOTAL	60.225	572.14

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

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

DUE DATES AND PAYMENT INFORMATION

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THIS IS THE ONLY BILL YOU WILL RECEIVE!

2021 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

COOK GILBERT RAY
PO BOX 5
ROZET, WY 82727-0005

Parcel# : 0P0061677

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): $286.07
Total Tax (Due on or before 12/31/2021): $572.14

2021 SECOND INSTALLMENT COUPON

COOK GILBERT RAY
PO BOX 5
ROZET, WY 82727-0005

Parcel# : 0P0061677

Second Installment (Due on or before 05/10/2022): $286.07

05-12-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-73**

NAME: BUER WELDING

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2020 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30052566

DISTRICT NO. 0150

ASSESSED VALUATION: 131

AMOUNT:$ 8.92

Tony D. Clements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7 **DAY OF** June **,** 2022

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **,** 20 ___

_____ **COUNTY CLERK**

5-12-2022 Cancellation #2021-73

Campbell County

Rachael Knust, Treasurer
2020 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
0150	030052566	P0052566	33330005256600

BUER WELDING
ATTN COREY BUER
302 E SUNSET DR
GILLETTE, WY 82716-2849

Cancel - Business closed & moved

Assessed Valuation

Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	131
Total Valuation	131
Mill Levy	68.056
General Taxes	8.92
Special Taxes	0.00
Total Tax	$8.92
First Installment *Delinquent after November 10, 2020*	$4.46
Second Installment *Delinquent after May 10, 2021*	$4.46

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

Legal Description
LOCATION: 302 E SUNSET 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	11.276	1.48
CITY OF GILLETTE TRUST FUND	8.000	1.04
CNTY HOSPITAL DIST TRUST FUND	3.000	.40
CNTY SPEC CEMETERY BOARD TRUST	.826	.10
CNTY UNIFIED SPEC DIST TRST FD	25.000	3.28
CNTY WEED & PEST BOARD TRUST	.454	.06
COOPERATIVE HIGHER EDUC SERV	.500	.06
COUNTY WIDE SCHOOL TRUST FUND	6.000	.78
STATE OF WY FOUND PRG TRST FND	12.000	1.58
UNIFIED SCHOOL - RECREATION	1.000	.14
TOTAL	68.056	8.92

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 2020 TAX ONLINE AT:
https://itax.tylertech.com/CampbellWY/

DUE DATES AND PAYMENT INFORMATION

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THIS IS THE ONLY BILL YOU WILL RECEIVE!

2020 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

BUER WELDING
ATTN COREY BUER
302 E SUNSET DR
GILLETTE, WY 82716-2849

Parcel# : 030052566

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2020): $4.46
Total Tax (Due on or before 12/31/2020): $8.92

2020 SECOND INSTALLMENT COUPON

BUER WELDING
ATTN COREY BUER
302 E SUNSET DR
GILLETTE, WY 82716-2849

Parcel# : 030052566

Second Installment (Due on or before 05/10/2021): $4.46

05-12-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-74**

NAME: BUER WELDING

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2021 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30052566

DISTRICT NO. 0150

ASSESSED VALUATION: 132

AMOUNT:$ 9.01

_____ **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7 **DAY OF** June , 2022

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BOARD OF COUNTY COMMISSIONERS

FILED _____ , 20 ___

_____ **COUNTY CLERK**

5-12-2022 Cancellation # 2021-74

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
0150	030052566	P0052566	33330005256600

Cancel - Business closed & moved

BUER WELDING
ATTN COREY BUER
302 E SUNSET DR
GILLETTE, WY 82716-2849

Assessed Valuation	
Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	132
Total Valuation	132
Mill Levy	68.225
General Taxes	9.01
Special Taxes	0.00
Total Tax	$9.01
First Installment	$4.51
Delinquent after November 10, 2021	
Second Installment	$4.50
Delinquent after May 10, 2022	

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

Legal Description
LOCATION: 302 E SUNSET 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	1.48
CITY OF GILLETTE TRUST FUND	8.000	1.06
CNTY HOSPITAL DIST TRUST FUND	3.000	.40
CNTY SPEC CEMETERY BOARD TRUST	.901	.12
CNTY UNIFIED SPEC DIST TRST FD	25.000	3.30
CNTY WEED & PEST BOARD TRUST	.589	.08
COOPERATIVE HIGHER EDUC SERV	.500	.06
COUNTY WIDE SCHOOL TRUST FUND	6.000	.79
STATE OF WY FOUND PRG TRST FND	12.000	1.58
UNIFIED SCHOOL - RECREATION	1.000	.14
TOTAL	68.225	9.01

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

OR

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

DUE DATES AND PAYMENT INFORMATION

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THIS IS THE ONLY BILL YOU WILL RECEIVE!

2021 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

BUER WELDING
ATTN COREY BUER
302 E SUNSET DR
GILLETTE, WY 82716-2849

Parcel# : 030052566

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): $4.51
Total Tax (Due on or before 12/31/2021): $9.01

2021 SECOND INSTALLMENT COUPON

BUER WELDING
ATTN COREY BUER
302 E SUNSET DR
GILLETTE, WY 82716-2849

Parcel# : 030052566

Second Installment (Due on or before 05/10/2022): $4.50

05-13-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-75**

NAME: OPSAL NURSING LLC

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2020 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30059597

DISTRICT NO. 0150

ASSESSED VALUATION: 713

AMOUNT:$ 48.52

Tony J. Campbell **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 17 **DAY OF** June **, 20**22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-13-2022 Cancellation #2021-75

Campbell County

Rachael Knust, Treasurer

2020 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
0150	030059597	P0059597	33330005959700

OPSAL NURSING LLC
ATTN BRITNEE OPSAL
206 FAIRWAY DR
GILLETTE, WY 82718-7469

Cancel - Business Closed

Assessed Valuation	
Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	713
Total Valuation	713
Mill Levy	68.056
General Taxes	48.52
Special Taxes	0.00
Total Tax	$48.52
First Installment	$24.26
Delinquent after November 10, 2020	
Second Installment	$24.26
Delinquent after May 10, 2021	

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

Legal Description
LOCATION: 206 FAIRWAY 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	11.276	8.04
CITY OF GILLETTE TRUST FUND	8.000	5.70
CNTY HOSPITAL DIST TRUST FUND	3.000	2.14
CNTY SPEC CEMETERY BOARD TRUST	.826	.58
CNTY UNIFIED SPEC DIST TRST FD	25.000	17.82
CNTY WEED & PEST BOARD TRUST	.454	.32
COOPERATIVE HIGHER EDUC SERV	.500	.36
COUNTY WIDE SCHOOL TRUST FUND	6.000	4.28
STATE OF WY FOUND PRG TRST FND	12.000	8.56
UNIFIED SCHOOL - RECREATION	1.000	.72
TOTAL	68.056	48.52

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 2020 TAX ONLINE AT:
https://itax.tylertech.com/CampbellWY/

DUE DATES AND PAYMENT INFORMATION

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THIS IS THE ONLY BILL YOU WILL RECEIVE!

2020 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

OPSAL NURSING LLC
ATTN BRITNEE OPSAL
206 FAIRWAY DR
GILLETTE, WY 82718-7469

Parcel# : 030059597

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2020): $24.26
Total Tax (Due on or before 12/31/2020): $48.52

2020 SECOND INSTALLMENT COUPON

OPSAL NURSING LLC
ATTN BRITNEE OPSAL
206 FAIRWAY DR
GILLETTE, WY 82718-7469

Parcel# : 030059597

Second Installment (Due on or before 05/10/2021): $24.26

05-13-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-76**

NAME: OPSAL NURSING LLC

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2021 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30059597

DISTRICT NO. 0150

ASSESSED VALUATION: 713

AMOUNT:$ 48.64

_____ **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7 **DAY OF** June **, 20** 22

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-13-2022 Cancellation # 2021-76

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
0150	030059597	P0059597	33330005959700

OPSAL NURSING LLC
ATTN BRITNEE OPSAL
206 FAIRWAY DR
GILLETTE, WY 82718-7469

Cancel - Business Closed

Assessed Valuation	
Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	713
Total Valuation	713
Mill Levy	68.225
General Taxes	48.64
Special Taxes	0.00
Total Tax	$48.64
First Installment	$24.32
Delinquent after November 10, 2021	
Second Installment	$24.32
Delinquent after May 10, 2022	

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

Legal Description
LOCATION: 206 FAIRWAY 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	8.00
CITY OF GILLETTE TRUST FUND	8.000	5.70
CNTY HOSPITAL DIST TRUST FUND	3.000	2.14
CNTY SPEC CEMETERY BOARD TRUST	.901	.64
CNTY UNIFIED SPEC DIST TRST FD	25.000	17.82
CNTY WEED & PEST BOARD TRUST	.589	.42
COOPERATIVE HIGHER EDUC SERV	.500	.36
COUNTY WIDE SCHOOL TRUST FUND	6.000	4.28
STATE OF WY FOUND PRG TRST FND	12.000	8.56
UNIFIED SCHOOL - RECREATION	1.000	.72
TOTAL	68.225	48.64

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

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

DUE DATES AND PAYMENT INFORMATION

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THIS IS THE ONLY BILL YOU WILL RECEIVE!

2021 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

OPSAL NURSING LLC
ATTN BRITNEE OPSAL
206 FAIRWAY DR
GILLETTE, WY 82718-7469

Parcel# : 030059597

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): $24.32
Total Tax (Due on or before 12/31/2021): $48.64

2021 SECOND INSTALLMENT COUPON

OPSAL NURSING LLC
ATTN BRITNEE OPSAL
206 FAIRWAY DR
GILLETTE, WY 82718-7469

Parcel# : 030059597

Second Installment (Due on or before 05/10/2022): $24.32

05-13-2022
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL **No: 2021-77**

NAME: NICHOLSON MARK B & KATHLEEN B

NOTICE ISSUED FOR:

NOVC#

OTHER: NO EQUIPMENT

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

YEAR: 2021 **TAX NOTICE NO.**

ACCOUNT/PARCEL# 30062188

DISTRICT NO. 0100

ASSESSED VALUATION: 4,750

AMOUNT:$ 286.07

Tony A-C Lamont **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 7 **DAY OF** June **,** 2022

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BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** ___

_____ **COUNTY CLERK**

5-13-2022 Cancellation #2021-77

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
0100	0P0062188	P0062188	33330006218800

Cancel - NO Equip

NICHOLSON MARK B & KATHLEEN A
PO BOX 3271
GILLETTE, WY 82717-3271

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

Assessed Valuation

Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	4,750
Total Valuation	4,750
Mill Levy	60.225
General Taxes	286.07
Special Taxes	0.00
Total Tax	$286.07
First Installment *Delinquent after November 10, 2021*	$143.04
Second Installment *Delinquent after May 10, 2022*	$143.03

Legal Description
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	53.36
CNTY HOSPITAL DIST TRUST FUND	3.000	14.25
CNTY SPEC CEMETERY BOARD TRUST	.901	4.28
CNTY UNIFIED SPEC DIST TRST FD	25.000	118.75
CNTY WEED & PEST BOARD TRUST	.589	2.80
COOPERATIVE HIGHER EDUC SERV	.500	2.38
COUNTY WIDE SCHOOL TRUST FUND	6.000	28.50
STATE OF WY FOUND PRG TRST FND	12.000	57.00
UNIFIED SCHOOL - RECREATION	1.000	4.75
TOTAL	60.225	286.07

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

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

DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2021. 2nd half installments are delinquent after May 10, 2022.
Any delinquent installment will bear interest at 18%.
Interest on first installment will be forgiven if TOTAL TAX is paid ON OR BEFORE December 31, 2021

Tax bills are always sent directly to taxpayers. Mortgage companies are provided tax information electronically. Please contact your mortgage company directly if in doubt about payment responsibility.

THIS IS THE ONLY BILL YOU WILL RECEIVE!

2021 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

NICHOLSON MARK B & KATHLEEN A
PO BOX 3271
GILLETTE, WY 82717-3271

Parcel# : 0P0062188

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): $143.04
Total Tax (Due on or before 12/31/2021): $286.07

2021 SECOND INSTALLMENT COUPON

NICHOLSON MARK B & KATHLEEN A
PO BOX 3271
GILLETTE, WY 82717-3271

Parcel# : 0P0062188

Second Installment (Due on or before 05/10/2022): $143.03

Form LP-3
8-02

Acceptance Certificate

The Campbell County Commission hereby accepts WYDOT Project #5349002 (Phase 2) North Garner Lake Road Reconstruction

this _____ day of _____, 20 _____, as

completed in accordance with plans and specifications prepared by the Wyoming Department of

Transportation.

Wyoming Department of Transportation

_____
(District Engineer)

Campbell County Commission

_____
(Chairman)

Attest:

Office of
Campbell County Clerk
P.O. Box 3010
Gillette, WY 82717-3010
Phone (307)682-7285 Fax (307)687-6455

MEMORANDUM

TO: Board of Campbell County Commissioners

FROM: Susan F. Saunders
Campbell County Clerk

DATE: June 1, 2022

RE: Contingency Request

In 2020, Emergency Management was given $1,500 from Devon Energy. The money was put into the General Fund and David King would now like to use that money to purchase sonic sensors to measure wind speed. This money would now have to come from Operating Contingency. David is requesting $1,500 from Operating Contingency (013.7531) be transferred to Emergency Management Operating (411.6767) so he may purchase the sonic sensors.

Please contact me if you need more information.

cc: David King

Susan F. Saunders

From: David A. King
Sent: Wednesday, May 4, 2022 12:01 PM
To: Susan F. Saunders; Commissioners
Subject: Devon Energy Gift
Attachments: Devon Donation Letter.pdf

Back in early November 2020, Devon Energy provided a $1,500 check to Campbell County Emergency Management as a gift. Because it had a 90 day expiration date, Ms. Seeger took it and said it would be deposited in a county account and when I was ready to spend it, it would be available.

I wrote Devon and told them we would be using the money to upgrade the wind speed sensors on our CCEMA Davis Weather Stations, one at Fire Station 7 (CamPlex), One at Fire Station 12 (Rozet), one at Fire Station 11 (Sleepy Hollow) and one at Fire Station 9, (Wright). The anemometers currently on them are the three cups that spin in the wind, and they wind up getting dust inside them and wearing out their bearings, making them highly inaccurate, and a direct replacement would be cost $170 each.

Davis Instruments has developed a "sonic" sensor that measures the wind speed with no moving parts, and they cost $550 each, so my plan was to use all of the Devon grant and add to it from my equipment maintenance account and get them upgraded.

This was during COVID, and time passed quickly and it hasn't happened. As I was preparing this week for spring weather I realized this project was still unfinished, and I would like to ask if the Devon funds would still be available or have just disappeared into the overall county budget?

David King, WEM
Coordinator
Campbell Co EMA
500 S. Gillette Avenue
Suite 1100
Gillette, WY 82716

CCEMA Office Phone
(307) 686-7477
david.king@campbellcountywy.gov
(Please note: My email address has changed)
David King Cell
(307) 689-7477
www.campbellcountywy.gov/ccema

devon

Devon Energy Corporation
333 West Sheridan Avenue
Oklahoma City, OK 73102-5015

405 235 3611 Phone
www.devonenergy.com

November 2, 2020

Campbell County Emergency Management
500 S Gillette Ave
Suite 1100
Gillette, WY 82716

Dear David:

Devon Energy Corporation is committed to demonstrating its desire to be a good corporate citizen socially, environmentally and culturally through contributions, which enhance the quality of life and meet community needs. In support of this philosophy we are proud to enclose $1,500.00 as a contribution to the Campbell County Emergency Management. This check is valid for 90 days only, please process immediately. After 90 days the check will be voided and will not be re-issued.

We have enclosed our contribution along with a return-receipt card. Please complete this form and return it at your earliest convenience. We ask that you reference Devon Energy Corporation in any ads, programs or acknowledgements associated with our contribution. Please contact us at community.relations@dvn.com if you need Devon's logo.

Sincerely,

Christina Rehkop
Director, Community Relations

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis

FROM: Shelly Besel, Airport

DATE: May 26, 2022

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:	Transfer To:			
Date of Entry	Amount	JDE Account # Tyler Account #	JDE Account Name Tyler Account Name	JDE Account # Tyler Account #	JDE Account # Tyler Account #
5/26/22	$1,000 ✓	751.6517.3 100751.62450	Conference/Seminar/Wrk EE Dev Meet Air Meal Lodge	751.6517.1 100751.62450	Tuition and Fees EE Dev Meet Air Meal Lodge
5/26/22	$200 ✓	751.6281 100751.62450	Automobile EE Dev Meet Air Meal Lodge	751.6283 ✓ 100751.62450	Meals and Lodging EE Dev Meet Air Meal Lodge

Department Head Signature: _____ 5/26/22

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Troy Clements, Assessor

DATE: 5-31-2022

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
5-31-2022	17.04 ✓	041.6101 ✓ 62180	Periodicals	041.6531 ✓ 64000	General Supplies
5-31-2022	151.91 ✓	041.6053 62020	Telephone	041.6531 ✓ 64000	General Supplies

Department Head Signature: Troy A. Clements Tgd 6/1/2022

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis

FROM: Lyla-CAO, Attorney

DATE: May 25, 2022

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From: 0161			Transfer To: 0161	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
05-25-2022	$5000.00 ✓	6131 ✓	Medical	6140 ✓	Legal

Department Head Signature: _____ ✓gd 5/25/22

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Board of Commissioners

FROM: Children's Developmental Services

DATE: May 24, 2022

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
5/24/22	265.00	704.6181.04	Health Services	704.6531	General Supplies

Department Head Signature: [signature] vgd 5/24/22

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Board of Commissioners

FROM: Children's Developmental Services

DATE: May 24, 2022

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
5/24/22	$1500	704.6181.04	Health Services	704.6146.01	Consulting/Training
5/24/22	$1235	704.6181.04	Health Services	704.6146.09	Tech Assist Current
5/24/22	$43.00	704.6181.03	Family Enrichment Counseling	704.6146.09	Tech Assist Current

Department Head Signature: [signature] vgd 5/24/2022

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Extension

DATE: 05/31/2022

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
05/31/2022	$115.49 ✓	102.6283 ✓	Meals&Lodging	102.6517.4 ✓	Travel & Transportation
05/31/2022	$1.61 ✓	102.6281 ✓	Automobile	102.6517.4 ✓	Travel & Transportation
05/31/2022	$39.40 ✓	103.6281 ✓	Automobile	103.7343 ✓	Program Support
05/31/2022	$71.01 ✓	103.6283	Meals & Lodging	103.7343 ✓	Program Support
05/31/2022	$121.74 ✓	103.6517.4	Travel & Transportation	103.7343 ✓	Program Support

Department Head Signature: Kim Fry /gd 5/31/2022

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Extension

DATE: 05/31/2022

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
05/31/2022	$100.00 ✓	101.6531 ✓	Supplies	101.6762 ✓	Office Furniture & Equipment
05/31/2022	$249.60 ✓	101.6234.1 ✓	Copier Maintenance	101.6052 ✓	Postage
05/31/2022	$500.00 ✓	105.6281 ✓	Automobile	105.7488 ✓	Program Support
05/31/2022	$100.00 ✓	105.6283 ✓	Meals & Lodging	105.7488 ✓	Program Support
05/31/2022	$500.00 ✓	105.6517.5 ✓	Meals & Lodging	105.7488 ✓	Program Support

Department Head Signature: Kim Fry rgd 5/31/2022

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Extension

DATE: 05/31/2022

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
05/31/2022	$47.00 ✓	104.6282 ✓	Airplain,Train,Bus	104.6517.3 ✓	Conference/Seminar
05/31/2022	$333.43 ✓	104.6282 ✓	Airplain,Train,Bus	104.7488 ✓	Program Support
05/31/2022	$319.00 ✓	104.6283 ✓	Meals & Lodging	104.7488 ✓	Program Support
05/31/2022	$656.00 ✓	104.6517.5 ✓	Meals & Lodging	104.7488 ✓	Program Support
05/31/2022					

Department Head Signature: Kim Fry vgd 5/31/2022

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Coleen Winterholler, ITS

DATE: May 24, 2022

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
05/24/22	$1200.00	231.6517.2 62450	Staff Development	231.6392 62260	Telephone Maint Svc

Department Head Signature: _____ rgd 5/24/22

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Robert Henning, Rockpile Museum

DATE: 5/18/2022

SUBJECT: Budget Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
	$1500.00	721.6112	Electricity	721.6114	Propane, Nat. Gas

Department Head Signature: Robert H. Henning 5-18-2022 vgd 5/18/22

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Robert Henning, Rockpile Museum

DATE: 6/3/2022

SUBJECT: Budget Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
	$1300.00 ✓	721.6517.3 ✓	Conf./Seminar	721.6092 ✓	Advertising
		100721.62450	EE Dev Meet Trav Meal Lodg	100721.62080	Public Relations/Promotions

Department Head Signature: Robert A. Henning 6/3/22 rgd 6/3/2022

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis

FROM: Parks & Recreation

DATE: 6/3/2022

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/3/2022	$8175.00 ✓	7710.6022	Full Time	7701.6022 ✓	Full time
6/3/2022	$5768.00 ✓	7710.6022	Full Time	7701.6023 ✓	Overtime
6/3/2022	$5185.00 ✓	7704.6022	Full Time	7702.6023 ✓	Overtime
6/3/2022	$605.00 ✓	7703.6022	Full Time	7703.6023 ✓	Overtime
6/3/2022	$2940.00 ✓	7704.6022	Full Time	7704.6023 ✓	Overtime
6/3/2022	$29,000.00 ✓	7705.6024	Part Time	7705.6022 ✓	Full Time
6/3/2022	$8455.00 ✓	7704.6022	Full Time	7705.6022 ✓	Full Time
6/3/2022	$375.00 ✓	7710.6022	Full Time	7705.6023 ✓	Overtime
6/3/2022	$2610.00 ✓	7710.6022	Full Time	7710.6023 ✓	Overtime

Department Head Signature: Dwayne Dallas /gd 6/3/2022

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Rebecca Saracione, Public Health

DATE: May 24, 2022

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From: 181/407			Transfer To: 501/401	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
5/24/2022	$15,000.00 ✓	6664/64700	Serum/Medical	6671.02/64700	Vaccine/Medical

Department Head Signature: [signature] RN, APHN-BC /gd 5/26/2022

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis

FROM: Wendy Balo, Public Works

DATE: 5/17/2022

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
5/17/22	$670.95	020.7085	District Support Grants	020.7085.21	Rocky Point I&S
				Tyler Account	*170013-66935*

Department Head Signature: _____ 5/18/22

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis

FROM: Road + Bridge

DATE: 6/2/2022

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/2/2022	$30,000 ✓	141.60023 ✓	FT - OT	141.60673 ✓	Gasoline
6/2/2022	$12,000 ✓	141.60024 ✓	PT - Reg	141.60674 ✓	Diesel
6/2/2022	$1500 ✓	141.60025 ✓	PT - O.T	141.60674 ✓	Diesel
6/2/2022	$195,000 ✓	141.60022 ✓	FT - Reg	141.60674 ✓	Diesel
6/2/2022	$75,000 ✓	141.60042.1 ✓	Retirement	141.60674 ✓	Diesel

Department Head Signature: Kevin D Weis rgd 6/3/2022

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis

FROM: Road + Bridge

DATE: 6/2/2022

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/2/2022	60,000 ✓	141-6902 ✓	Culverts	141-6751 ✓	Vehicle Parts (Not Cap)
6/2/2022	50,000 ✓	141-6891 ✓	Oil, Concrete Dust.	141-6751 ✓	Vehicle Parts (Not Cap)

Department Head Signature: Kevin Dukes ✓gd 6/3/2022

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Scott Matheny, Campbell County Sheriff

DATE: May 26, 2022

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
05/26/2022	$25,0000.00	052.6662	Prisoner Medical	052.6117	Heat, Lights & Water
05/26/2022	$25,0000.00	100052-62240	Medical Services/Claims	100052-62220	Utilities
05/26/2022	$3,400.00	052.6662	Prisoner Medical	052.6334	Pre-Employment Wellness
05/26/2022	$3,400.00	100052-62240	Medical Services/Claims	100052-62600	Employment Testing/Background
05/26/2022	$8,000.00	052.6662	Prisoner Medical	051.6673	Gasoline
05/26/2022	$8,000.00	100052-62240	Medical Services/Claims	100051-64150	Gasoline
05/26/2022	$1,000.00	052.6662	Prisoner Medical	051.6696	K-9 Expense
05/26/2022	$1,000.00	100052-62240	Medical Services/Claims	100051-64750	Law Enforcement Supplies
05/26/2022	$3,000.00	052.6662	Prisoner Medical	052.6553	Clothing/Uniforms
05/26/2022	$3,000.00	100052-62240	Medical Services/Claims	100052-64100	Clothing/Uniforms

Department Head Signature: Scott Matheny 17-1 Vgd Skuhz

Commissioner Signature: _____

APPENDIX I

Campbell County
wyoming

Campbell County

Mobile Computing Device Request

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

Employee Information

Name: Paul David Kleiner

Employee #:

Title: Parks Maintenance Tech

Department: Parks and Recreation

Supervisor Name: Roy Holdeman

Type of Device access is being requested for: Phone

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

Level of Access Requested: Email Only

Justification: On call every three weeks and this is how they access the calendar and parks shelters schedule.

Department Head Approval

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

Signature: Dwayne Dullum **Date:** 5/26/2022

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

2022-072

Position Vacancy Justification

Department:	**Emergency Management**			Date:	**5/17/2022**
Position Title:	**Deputy Emergency Management Coordinator**				
Classification Grade:	**107**		Current Salary of Incumbent:	**None**	
Salary Range:	Min **$43,076.80**		Mid **$53,832.75**	Max **$64,599.30**	
Justification for Hiring Position:	New position within EMA				
Termed Incumbent:	None				
Position Originated:	2019 budget				
Funding Source for Position:	County: **50%**	State:	Federal: **50%**	Other:	Explain Other:
Status Code:	Full-Time **X**	Part-Time	Number of Annual Hours:		**2,080**
Reason for Vacancy:	Replacement due to Termination:		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	**New Budget FY 22-2023**				
Benefit Eligible:	**Yes**				
Department Head Signature & Date			5/17/2022		
Commissioner Approval & Date:					

5/24/22

2022-071

Position Vacancy Justification

Department:	**Library**			Date:	**05/17/2022**
Position Title:	**Circulation Services Specialist**				
Classification Grade:	**106**		Current Salary of Incumbent:	**$30,066.40**	
Salary Range:	Min **$19,760 ($19.00/hr)**		Mid **$24,689.60 ($23.74/hr)**	Max **$29,629.60 ($28.49/hr)**	
Justification for Hiring Position:	Filling existing budgeted position due to incumbent promotion. This position is essential for assuring effective handling and management of the 190,000 items in the library's collection. Annually, the community checks out nearly 500,000 items.				
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:		Promotion: Incumbent hired in 35/hr position
Existing Budgeted Position:	**Yes**				
Benefit Eligible:	**Yes**				
Department Head Signature & Date	Jeri L Lesley 5/13/22				
Commissioner Approval & Date:					

5/17/22

2022-069

Position Vacancy Justification

Department:	**Library**			Date:	**05/17/2022**
Position Title:	**Youth Services Specialist**				
Classification Grade:	**106**		Current Salary of Incumbent:	**$21,008.00**	
Salary Range:	Min **$19,760 ($19.00/hr)**		Mid **$24,689.60 ($23.74/hr)**	Max **$29,629.60 ($28.49/hr)**	
Justification for Hiring Position:	Filling existing budgeted position due to voluntary termination. This position is essential for meeting community demands for youth services. It includes developing and presenting literature-based programs, summer reading, and reader's advisory. Supervision of youth, reference help, and guidance in the use of on-line database are critically needed.				
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:		**1040 (20/week)**
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	Jeri L. Leslie 5/13/22				
Commissioner Approval & Date:	5/17/22				

2022-070

Position Vacancy Justification

Department:	**Library**			Date:	**05/17/2022**
Position Title:	**Youth Services Specialist**				
Classification Grade:	**106**	Current Salary of Incumbent:	**$21,008.00**		
Salary Range:	Min **$19,760 ($19.00/hr)**	Mid **$24,689.60 ($23.74/hr)**	Max **$29,629.60 ($28.49/hr)**		
Justification for Hiring Position:	Filling existing budgeted position due to voluntary termination. This position is essential for meeting community demands for youth services. It includes developing and presenting literature-based programs, summer reading, and reader's advisory. Supervision of youth, reference help, and guidance in the use of on-line database are critically needed.				
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:		**1040 (20/week)**
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	Jen L. Lesley		5/13/22		
Commissioner Approval & Date:					

5/17/22

2022-674

Position Vacancy Justification

Department:	**Sheriff's Office**			Date:	**6/1/2022**
Position Title:	**Custodian I**				
Classification Band / Range:	**101**		Current Salary of Incumbent:	**$15.14**	
Salary Range:	Min **$12.81**		Mid **$16.01**	Max **$19.22**	
Justification for Hiring Position:	Filling existing budgeted position.				
Termed Incumbent:					
Position Originated:	Budgeted Position for fiscal year 2021-2022				
Funding Source for Position:	County: **Yes**	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time	Part-Time **Yes**	Number of Annual Hours:		**1040**
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	Cory Mack			**6/1/2022**	
Commissioner Approval & Date:					

2022-075

Position Vacancy Justification

Department:	**Sheriff's Office**		Date:	**6/1/2022**
Position Title:	**Detention Officer**			
Classification Band / Range:	**SO1**	Current Salary of Incumbent:	**$24.48**	
Salary Range:	Min **$24.48**	Mid	Max **$30.57**	
Justification for Hiring Position:	Filling existing budgeted position.			
Termed Incumbent:				
Position Originated:	Budgeted Position for fiscal year 2021-2022			

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		**6/1/2022**
Commissioner Approval & Date:	--	

2022-073

Position Vacancy Justification

Department:	**Public Health**			Date:	**5/31/2022**
Position Title:	**Administrative Assistant**				
Classification Grade:	**104**		Current Salary of Incumbent:	**$37,044.80**	
Salary Range:	Min **$36,337.60**		Mid **$43,617.60**	Max **$55,993.60**	
Justification for Hiring Position:	Public health has one administrative assistant position. This position is responsible for answering phones, scheduling appointments, checking patients in and out for services, entering data into the immunization registry, filing medical records, and providing requested medical records to the patients. This position also manages all duties of the reception area, has extensive contact with the public, and takes on other duties as assigned by the office manager and director of the agency.				
Termed Incumbent:					
Position Originated:	Long term public health position.				
Funding Source for Position:	County: **Yes**	State: **No**	Federal: **No**	Other: **No**	Explain Other:
Status Code:	Full-Time **Yes**	Part-Time **No**	Number of Annual Hours:		
Reason for Vacancy:	Replacement due to Termination: Resignation		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	**Yes**				
Benefit Eligible:	**Yes**				
Department Head Signature & Date	Jane Glaser, MSN, RN, APHN-BC				
Commissioner Approval & Date:	5/31/22				

The following page(s) contain the backup material for Agenda Item: 9:05 Certificate of State Aid, 2022 Marketing

*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.

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

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

The Administrator of the Wyoming Department of Transportation, Aeronautics Division, (hereinafter referred to as the "Division,") does hereby certify that a Grant-in-Aid of state funds for State Project No. AGC032X to CAMPBELL CO (hereinafter referred to as the "Sponsor") has been approved by the Wyoming Aeronautics Commission (hereinafter referred to as the "WAC"), in accordance with Wyoming Statutes §§ 10-3-401 and 10-3-402, for improvements at Gillette - Northeast Wyoming Regional Airport. The WAC is authorized, as a body, to make Grants-in-Aid from state funds for construction and development of Wyoming airports. The Division is the administrative branch for actions taken by the WAC.

The Division will reimburse the Sponsor for a portion of the actual costs incurred in completing said airport construction and development up to a maximum of $50,000.00, or at a rate of Fifty percent (50.00%) of eligible costs, whichever is the lesser.

The Sponsor's minimum share of this project is $50,000.00, or at a rate of Fifty percent (50.00%) of eligible costs.

The description of work to be accomplished is as follows:

2022 Marketing

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

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

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

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

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

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

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

Sponsor's Representative

Title Date

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

Aeronautics Administrator Date

The following page(s) contain the backup material for Agenda Item: 9:10 Certificate of State Aid, 2022 Aviation Encouragement

*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.

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

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

The Administrator of the Wyoming Department of Transportation, Aeronautics Division, (hereinafter referred to as the "Division,") does hereby certify that a Grant-in-Aid of state funds for State Project No. AGC033X to CAMPBELL CO (hereinafter referred to as the "Sponsor") has been approved by the Wyoming Aeronautics Commission (hereinafter referred to as the "WAC"), in accordance with Wyoming Statutes §§ 10-3-401 and 10-3-402, for improvements at Gillette - Northeast Wyoming Regional Airport. The WAC is authorized, as a body, to make Grants-in-Aid from state funds for construction and development of Wyoming airports. The Division is the administrative branch for actions taken by the WAC.

The Division will reimburse the Sponsor for a portion of the actual costs incurred in completing said airport construction and development up to a maximum of $2,500.00, or at a rate of One Hundred percent (100.00%) of eligible costs, whichever is the lesser.

The Sponsor's minimum share of this project is $0.00, or at a rate of percent (0.00%) of eligible costs.

The description of work to be accomplished is as follows:

2022 Aviation Encouragement

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

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

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

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

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

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

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

Sponsor's Representative

Title Date

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

Aeronautics Administrator Date

The following page(s) contain the backup material for Agenda Item: 9:15 County Health Officer Contract

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

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

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, and Campbell County (Subrecipient), whose address is: 2301 South 4J Road, Gillette, Wyoming 82717. This Contract concerns the Public Health Preparedness and Response Unit, Public Health Nursing Unit, and Infectious Disease Epidemiology Unit.

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

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2022 or Effective Date, whichever is later, through June 30, 2023. All services shall be completed during this term.

4. **Payment.**

   A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Public Health Preparedness and Response County Health Officer Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed nine thousand, six hundred dollars ($9,600.00). Funding will be distributed every three (3) months in four (4) payments of two thousand, four hundred dollars ($2,400.00) beginning July 2022. Subrecipient must match ten percent (10%) of total federal funding. The match may be provided directly or through donations from public or private entities and may be in cash or in kind. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of the match.

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

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

      (i) Air Travel. The Agency agrees to reimburse the Subrecipient's air travel expenses related to the performance of this Contract. Air travel shall be reimbursed based on actual costs, including luggage fee for one (1) bag each

way, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipients shall book economy class fares for all domestic travel. First class bookings are not reimbursable.

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

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

D. Lodging.

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

E. Meals.

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

5. Responsibilities of Subrecipient. The Subrecipient agrees to:

A. Provide the services described in Attachment A.

6. Responsibilities of Agency. The Agency agrees to:

A. Pay Subrecipient in accordance with Section 4 above.

B. Provide support as described in Attachment A.

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

7. **Special Provisions.**

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

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

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

(i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procures a commercial sex act during the period of time that the award is in effect; or

(iii) Uses forced labor in the performance of the award or subawards under the award.

D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

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

F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Subrecipient or its sub-subrecipients. This

shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.

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

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

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

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

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

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

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

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

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

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

8. <u>General Provisions</u>.

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

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

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

D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall

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

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

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

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

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

I. **Entirety of Contract.** This Contract, consisting of twelve (12) pages; and Attachment A, Public Health Preparedness and Response County Health Officer Statement of Work, consisting of four (4) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

J. **Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.

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

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

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

N. **Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Contract.

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

P. **Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract. Upon termination of services, for any reason,

Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

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

R. Prior Approval. This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

S. Insurance Requirements.

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

(ii) All policies should be primary over any insurance or self-insurance program carried by the Subrecipient or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

(iii) The Subrecipient shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a "claims made" policy instead of a "occurrence" policy, the information provided shall include, but it not limited to, retroactive dates and extended reporting periods or tails.

(iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.

(v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and maintain, at the expense of the Subrecipient, such insurance in the name of the Subrecipient or sub-subrecipient, as the Agency may deem proper and

may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Subrecipient under this Contract.

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

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

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

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

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

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

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

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

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

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

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

(v) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Subrecipient's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract with minimum limits as follows:

(a) $1,000,000.00 each occurrence; and
(b) $1,000,000.00 general aggregate.

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

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

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

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

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

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

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

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

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

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

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

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

AGENCY:
Wyoming Department of Health, Public Health Division

_____ _____
Stefan Johansson, Director Date

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

SUBRECIPIENT:
Campbell County

_____ _____
Chairman, Campbell County Board of Commissioners Date

CAMPBELL COUNTY ATTORNEY: APPROVAL AS TO FORM

_____ _____
Campbell County Attorney Date

COUNTY CLERK'S ATTESTATION

_____ _____
Campbell County Clerk Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for: _____ #221363 05-20-2022
Cole R. White, Assistant Attorney General Date

General Description

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

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

Payment

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

A. Restrictions upon funding are as follows:
    a. Subrecipients may not use funds for research.

    b. Subrecipients may not use funds for clinical care except as allowed by law.

    c. Subrecipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.

    d. Generally, Subrecipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.

    e. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.

    f. Other than for normal and recognized executive-legislative relationships, no funds may be used for:

        i. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body

        ii. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body

B. General restrictions

a. Subecipients may supplement but not supplant existing state or federal funds for activities described in the budget.

b. Payment or reimbursement of backfilling costs for staff is not allowed.

c. None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or $189,600 per year.

d. Funds may not be used to purchase or support (feed) animals for labs, including mice.

e. Funds may not be used to purchase a house or other living quarters for those under quarantine. Rental may be allowed with approval from the CDC Office of Grants Services.

f. Subrecipients may (with prior approval) use funds for overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from CDC OGS.

C. All expenditures must support and relate to this Attachment A, Public Health Preparedness and Response County Health Officer Statement of Work

TIMELINE AND DELIVERABLES

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

Timetable and Deliverables for Subrecipient			
Description	**Months**	**Cost**	**Date**
CHO Duties	Three (3)	Estimated one quarter (1/4) payment	Upon execution of the Contract
The Subrecipient shall appoint a CHO and establish procedures to ensure the CHO performs the following: 1. The CHO shall provide support and expertise to Subrecipient's emergency planners as needed to ensure the Subrecipient is prepared for public health emergencies. Any exceptions to this provision must be approved by the State Health Officer of the Wyoming Department of Health (SHO). Expected time spent is one (1) hour per two (2) month period. 2. The CHO shall work in conjunction with the SHO, the Subrecipient, and the Subrecipient's Public Health Nursing (PHN) Office during public health emergencies.			

As such, the CHO is expected to participate in meetings or conference calls with the Agency or local officials as needed for the public health response. Expected time spent is variable depending on emergencies.

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

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

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

6. The CHO is encouraged to develop and maintain a close working relationship with the Subrecipient's Local Emergency Planning Committee (LEPC). Attendance at the meetings is strongly encouraged. Expected time spent is variable depending on meeting frequency in the county.

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

8. The CHO shall submit a progress report by January 31, 2023 and July 31, 2023. Template progress report will be emailed to the Subrecipient and CHO prior to report deadlines. The January payment will only be made once the CHO progress report has been submitted.

Description	Months	Cost	Date

Subrecipient Duties	Twelve (12)	N/A	Upon execution of the Contract
The Subrecipient shall notify the Agency if there is a change in the physician appointed as the CHO. The Subrecipient shall provide a financial report to the Agency at the conclusion of the Contract summarizing the payment of funds to the CHO. If funds are not expended, they will be returned to the Agency within thirty (30) days of the final day of this Contract.			

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The following page(s) contain the backup material for Agenda Item: 9:20 Crisis Response Contract

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

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

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, and Campbell County (Subrecipient), whose address is: 2301 S 4J Road, Gillette, WY 82717. This Contract concerns the Public Health Preparedness and Response Unit.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall perform response activities through implementation of the Centers for Disease Control and Prevention (CDC) CDC-RFA-TP22-2201 Public Health Crisis Response Cooperative Agreement. The parties acknowledge that Agency has not yet received funding from the CDC for this Contract; services and payment are subject to Sections 5.B. and 6.D. below.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The Performance Period of the Contract is from July 1, 2022, or Effective Date, whichever is later, through June 30, 2027. All services shall be completed during this Performance Period.

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

4. **Payment.**

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

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

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

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

A. Provide the services described in Attachment A.

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

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

A. Pay Subrecipient in accordance with Section 4 above.

B. Provide support as described in Attachment A.

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

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

7. **Special Provisions.**

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

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

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

(i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procures a commercial sex act during the period of time that the award is in effect; or

(iii) Uses forced labor in the performance of the award or subawards under the award.

D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

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

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

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

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

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

J. **Suspension and Debarment.** By signing this Contract, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this

transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

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

L. **Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Contract. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.

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

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

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

8. **General Provisions.**

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

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

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

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

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

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

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

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

I. **Entirety of Contract.** This Contract, consisting of twelve (12) pages; and Attachment A, Public Health Crisis Response Cooperative Agreement Statement of Work, consisting of five (5) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

J. **Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.

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

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

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

N. **Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Contract.

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

P. **Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

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

R. **Prior Approval.** This Contract shall not be binding upon either party, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

S. **Insurance Requirements.**

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

(ii) All policies should be primary over any insurance or self-insurance program carried by the Subrecipient or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

(iii) The Subrecipient shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a "claims made" policy instead of a "occurrence" policy, the information provided shall include, but it not limited to, retroactive dates and extended reporting periods or tails.

(iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.

(v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and maintain, at the expense of the Subrecipient, such insurance in the name of the Subrecipient or sub-subrecipient, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Subrecipient under this Contract.

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

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

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

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

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

(c) $2,000,000.00 general aggregate; and
(d) $2,000,000.00 products and completed operations.

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

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

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

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

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

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

(v) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Subrecipient's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract with minimum limits as follows:

(a) $1,000,000.00 each occurrence; and
(b) $1,000,000.00 general aggregate.

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

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

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

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

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

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

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

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

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

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

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

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

AGENCY:
Wyoming Department of Health, Public Health Division

_____ _____
Stefan Johansson, Director Date

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

SUBRECIPIENT:
Campbell County

_____ _____
Chairman, Campbell County Board of Commissioners Date

CAMPBELL COUNTY ATTORNEY: APPROVAL AS TO FORM

_____ _____
Campbell County Attorney Date

COUNTY CLERK'S ATTESTATION:

_____ _____
Campbell County Clerk Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for: #221472 05-20-2022
Cole R. White, Assistant Attorney General Date

General Description

The parties to this Contract are the Wyoming Department of Health, Public Health Division (Agency) and Campbell County (Subrecipient). This Statement of Work pertains to and is managed by the Public Health Preparedness and Response Unit (PHPR). This document is a Statement of Work (SOW) to identify and describe deliverables and payment structure for the development and response of public health emergency response capability through the implementation of the Centers for Disease Control and Prevention (CDC), CDC-RFA-TP22-2201 Public Health Crisis Response Cooperative Agreement. Wyoming seeks to pre-approve local and tribal nation jurisdictions to receive funding for Health and Human Services (HHS) Secretarial declared and non-declared public health (PH) emergencies of such magnitude, complexity, or significance that it would have an overwhelming impact upon, and exceed resources available to Wyoming. No funding is available for the Contract until the CDC distributes response funding to Wyoming. Any funding tied to the Contract will only be made available once CDC has determined a public health emergency exists or is considered eminent. Jurisdictions will need to be capable of activating new or surging current emergency response activities within a two (2) day period. This program is authorized under section 317(a) of the Public Health Service Act (42 USC § 247(b)), subject to available funding and other requirements and limitations.

The requirements articulated in Attachment A, Public Health Emergency Preparedness Crisis Response Funding Statement of Work, represent known response requirements; the Agency retains the right to change the deliverables as outlined below upon execution of a contract amendment under Section 8.A. based on any additional requirements or information that may come from CDC. CDC may establish ad hoc due dates based on the needs of the crisis. Additional requirements or changes will be articulated to the Subrecipient as soon as possible, once the Wyoming Department of Health (WDH) Public Health Preparedness and Response (PHPR) Unit receives this information. Failure to meet these requirements may affect future funding for the Agency and in turn emergency response funding for the Subrecipient.

Deliverables must be kept up to date; quarterly payments will only be made once all deliverables are met for the prior quarter. PHPR staff is available to facilitate planning activities and provide technical assistance. It is understood that Public Health Response Coordinators (PHRCs) are typically assigned the responsibility of addressing the deliverables listed below and support the Emergency Support Function (ESF) #8 Public Health and Medical during a response.

Payment

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

Timeline and Deliverables

The following outline shows specific tasks for the Contract. All deliverable documentation must be submitted to the Contract Reporting Tool (CRT).

Task	Description	Date
1.	**Outcomes**	

A.	Funded Subrecipient is expected to achieve the following short-term outcomes during the term to create a better prepared nation for public health emergencies. Jurisdictions must be able to accomplish: i. Prioritize public health services and resources sustained throughout all phases of emergencies and incidents. ii. Earliest possible activation and management of emergency operations. iii. Timely communication of risk and essential elements of information. iv. Timely implementation of intervention and control measures. v. Timely coordination and support of response activities with partners. vi. Earliest possible identification and investigation of an incident. vii. Continuous learning and improvements contain real-time feedback loop.	Ongoing
2.	**Strengthen Community Resilience**	
A.	Collaborate with public and private community partners to characterize and address the needs of jurisdictional at-risk populations related to Public Health Emergency (PHE). i. Identify populations at risk including individuals with access and functional needs. ii. Include populations at-risk in updated response and recovery plans through coordination with local leaders from organizations that have established relationships with diverse communities. iii. Engage representative partners from communities with diverse and at-risk populations to participate in exercise plans and drills. iv. Identify gaps identified in training, exercises, or real-world events to improve operations and identify public health needs of at-risk populations who are disproportionally affected by PHE)). v. Conduct assessments such as: Threat and Hazard Identification and Risk Assessment (THIRA), Hazard Vulnerability Assessment (HVA), and assessments of resources and supply chain. vi. Establish public and private partnerships including community groups. vii. Develop response plans that address community-specific needs, vulnerable populations, and underserved communities, including access and functional needs. viii. Coordinate training, exercises and continuous quality improvement.	Ongoing
3.	**Strengthen Incident Management for Early Crisis Response**	
A.	Maintain open lines of communication between state, tribal, and local health agencies, as well as CDC, to ensure Subrecipient is prepared to receive updated guidance and must be able to revise their proposals and tailor their activities based on the nature and scope of the crisis.	Ongoing

	i. Appoint a senior representative to coordinate PHE response efforts and lead activation and continuation of Incident Management System structure. ii. Test, exercise, refine, and implement comprehensive PHE response plans for the funded emergency event. iii. Manage the response to align with CDC guidance on emergencies and any supplemental guidance related to a specified emergency. iv. Review and implement jurisdictional PHE protocols. v. Assess current capacity and capability and determine decision-making processes and authorities for necessary public health activities. vi. Provide technical assistance to state, local, and tribal health departments, as applicable, on development of PHE response plans and assist in the identification of resources. vii. Review and implement administrative preparedness plans to ensure emergency rapid hiring and expedited contracting processes are in place. viii. Organize regular meetings between the PHE response incident manager and the jurisdiction's preparedness and response partners, both traditional and nontraditional partners, to discuss plans and current progress and to ensure broadly understood decision- making processes are in place. ix. Review, or develop if needed, an infectious disease preparedness and response plan for the specific event and tailor as appropriate for its impact on their jurisdiction. x. Diversify the workforce to ensure representation from diverse communities. xi. Identify a health equity officer or team to ensure diversity, equity, and inclusion considerations are included in response plans. xii. Stand up emergency operations center. xiii. Establish call centers. xiv. Conduct needs assessment. xv. Prepare staffing contracts. xvi. Update response and recovery plans.	
4.	**Strengthen Information Management**	
A.	Plan and coordinate critical information sharing among public health agency staff and ensure coordination across governments. i. Work with clinicians and other health care partners to mitigate the impact of the PHEs, including the implementation of processes that	Ongoing

	indicate how health care providers in the jurisdiction can exchange information with electronic public health case reporting systems, syndromic surveillance systems, or immunization registries according to the Centers for Medicare and Medicaid Services (CMS) Electronic Health Record Incentive Program rules and any additional applicable federal standards. ii. Coordinate with jurisdictional public health officials and other stakeholders to ensure jurisdictional personnel have the most up-to-date information on the specific emergency. iii. Initiate a communications campaign to raise public awareness of PHEs. Primary messaging should focus on awareness and specific actions the public can take to protect themselves. iv. Update scripts for jurisdictional call centers with specific PHE messaging, including alerts, warnings, and notifications, relevant to the funded emergency and engage trusted community representatives in developing the material to ensure messages are relevant and accessible to diverse audience within the communities. v. Monitor local news stories and social media postings to determine if information is accurate, identify messaging gaps, and adjust communications as needed. vi. Contract with local vendors for translation, if needed, printing, signage, and public announcements development and dissemination.	
5.	**Strengthen Countermeasures and Mitigation**	
A.	Conduct activities that build and maintain access to and administration of medical and nonmedical countermeasures for pharmaceutical and nonpharmaceutical interventions and strengthen mitigation strategies. i. Manage access to and administration of pharmaceutical and nonpharmaceutical interventions, prioritizing communities disproportionately impacted by PHEs. ii. Administer and coordinate control measures. iii. Ensure safety and health of responders. iv. Operationalize response plans.	Ongoing
6.	**Strengthen Surge Management**	
A.	Strengthen ability to support and manage increased demands for services, expansions of public health functions, increases in administrative management requirements, and other emergency response surge needs. i. Address mass care needs, including shelter monitoring and services for people with access and functional needs. ii. Address surge needs, including family reunification.	Ongoing

	iii. Prevent or mitigate diseases, injuries, and fatalities with a particular focus on historically underserved populations and disproportionally impacted by PHEs, such as tribal communities, racial and ethnic minorities, lesbian, gay, bisexual, transgender, and queer or questioning (LGBTQ) community, people living with disabilities, and people experiencing homelessness.	
7.	**Strengthen Biosurveillance**	
A.	Identify activities that require participation from other governmental entities, such as local or neighboring health departments and other stakeholders in the public health emergency management sector and local communities to identify and address potential gaps. i. Review, test or exercise, update, and implement existing surveillance plans. ii. Identify activities that require involving other governmental entities, such as local or neighboring health departments and other stakeholders in the public health emergency management sector to identify and address potential gaps for a specific event.	Ongoing
8.	**Progress Reports**	
A.	Prepare and submit progress reports as requested. Template will be developed at the time of the response.	Ongoing

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The following page(s) contain the backup material for Agenda Item: 9:25 CST Program Contract, Adult Treatment Courts

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

CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR THE CAMPBELL COUNTY ADULT TREATMENT COURTS

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment Courts (Contractor), whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716. This Contract pertains to the Court Supervised Treatment Program of the Agency.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide substance use disorder treatment services as a sentencing alternative, in accordance with the Court Supervised Treatment Programs Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, Code of Federal Regulations (CFR) Title 42, and Agency policies and procedures, which are incorporated into this Contract by this reference.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2022, or Effective Date, whichever is later, through June 30, 2023. All services shall be completed during this term.

4. **Payment.**

   A. The Agency agrees to pay the Contractor for the services described in Section 5 below and in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed two hundred fifty thousand, six hundred three dollars and eighty-six cents ($250,603.86). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.

      i. The total Contract amount in Section 4.A., includes two hundred forty-three thousand, two hundred twenty-one dollars and sixteen cents ($243,221.16) to provide services listed in Attachment A.

      ii. The total Contract amount in Section 4.A., above, includes seven thousand, three hundred eighty-two dollars and seventy cents ($7,382.70) to be used for drug testing supplies and testing services.

B. Upon written notice of unusual circumstances from the Contractor that temporarily affect the Contractor's ability to fulfill the requirements of this Contract, the Agency may authorize payment if, in the sole judgement of the Agency, the circumstances warrant payment.

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

D. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.

5. Responsibilities of Contractor. The Contractor agrees to:

A. Provide the services, supports, reports, and data as described in Attachment A.

B. Comply with the duties outlined in Attachment B, Business Associate Agreement, which is attached to and incorporated into this Contract by this reference.

C. Comply with the duties outlined in Attachment C, Data Management Plan, which is attached to and incorporated into this Contract by this reference.

D. Comply with the duties outlined in the Court Supervised Treatment Guidelines, which are incorporated into this Contract by this reference.

E. Submit Agency approved invoice template for payment on the twenty-fifth (25th) day of each month, or the closest business day to the twenty-fifth of the month, whichever is later. Utilities, vehicle expenses, computer hardware, advertising, equipment maintenance, equipment rental, office space, construction costs, grant writing, case management system, and program evaluation are not allowable expenses under this Contract. Local funds must be utilized for these expenses.

F. Submit detailed expense reports verifying monthly expenditures at the request of the Agency.

6. Responsibilities of Agency. The Agency agrees to:

A. Pay Contractor in accordance with Section 4 above.

B. Consult with and advise the Contractor, as necessary, about the requirements of the Contract.

C. Utilize data collected for reporting and decision-making.

7. **General Provisions.**

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

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

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

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

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

F. **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other

contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.

G. **Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

H. **Confidentiality of Information.** All documents, data compilations, and reports owned by the Agency under the terms of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If Contractor receives a request for information owned by the Agency, Contractor shall notify the Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Agency. In all cases, Contractor shall ensure the confidentiality of information about clients by implementing the requirements of 42 CFR § 2.31; and comply with the requirements of Wyo. Stat. § 7-13-1610.

I. **Entirety of Contract.** This Contract, consisting of ten (10) pages; Attachment A, Statement of Work, consisting of four (4) pages; Attachment B, Business Associate Agreement, consisting of five (5) pages, and Attachment C, Data Management Plan, consisting of five (5) pages represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control, with the exception of that contained in Attachment B, Business Associate Agreement.

J. **Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.

K. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.

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

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

N. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.

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

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

Q. **Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, and reports submitted to the data system designated by the Agency in relation to the performance of this Contract. Upon termination of this Contract for any reason, Contractor agrees to submit a final report of all data not submitted to the data system designated by the Agency. Contractor owns all information not explicitly stated in Attachment A that is collected and maintained for the purpose of providing services pursuant to Wyo. Stat. §§ 7-13-1601 through 1615. Contractor agrees to submit information contained in the records designated by the Agency to the Agency as required by the reporting requirements of this Contract. Otherwise, the parties agree that Contractor remains solely responsible for the confidentiality, integrity, availability, maintenance, storage, and destruction of records owned by Contractor.

R. **Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

S. **Insurance Requirements.**

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

(ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

(iii) The Contractor shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.

(iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.

(v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENCY:
Wyoming Department of Health, Behavioral Health Division

Stefan Johansson, Director — Date

Matthew Petry, MPA, Senior Administrator — Date

CONTRACTOR:
Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment Courts

Signature — Date

Printed Name and Title

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

#222385 — 6-1-22

Cole R. White, Assistant Attorney General — Date

Statement of Work (SOW)
Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Board of Campbell County Commissioners as Governing Body for Campbell County Adult Treatment Courts (Contractor)
For services to be provided from July 1, 2022, or Effective Date, whichever is later, through June 30, 2023

I. Purpose

The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide substance use disorder treatment services as a sentencing alternative, in accordance with the Court Supervised Treatment (CST) Program Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, Code of Federal Regulations (CFR) Title 42, and Agency policies and procedures.

II. Definitions

A. **Ancillary Services** – any service provided to the participant not directly related to substance abuse treatment

B. **Participant Status** – status of the participant, i.e. pre-program, in-program, graduated, post-program, ineligible, suspended, terminated

C. **Supervision Contacts** – any supervising individual; usually probation, parole, or monitoring agent; who has contact with the participant

D. **Secondary Participants** – any relative who receives services of the CST Program in conjunction with the participant

III. Scope of Work

A. Timely Communication, Corrective Action Plans, and Withholding of Funds

1. When specific information or action is requested from the Contractor under the scope of the Contract, the Contractor shall respond to Agency in good faith within the timeframe defined in the request or the Agency reserves the right to withhold payment from Contractor until the Contractor provides any requested forms, reports, information, or proof of deliverables.

2. Failure to comply with Contract requirements may result in Contractor being placed on a Corrective Action Plan (CAP). Contractor will work with the Agency on the contents and implementation of the CAP. Failure to implement the CAP may result in the withholding of funds or termination of this contract.

IV. Deliverables Table

TOTAL PAYMENT UNDER THIS CONTRACT NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND, SIX HUNDRED THREE DOLLARS AND EIGHTY-SIX CENTS ($250,603.86).

DELIVERABLE	TIMELINE
A. Maintain an average of twenty-six (26) participants each quarter, as awarded by the funding panel and reported on the Agency designated data system	Report is due by the last business day of the month following the reported quarter within the Contract term

DELIVERABLE	TIMELINE
B. Enter data into the Agency designated data system including, but not limited to:	Report is due by the last business day of the month following the reported quarter within the Contract term
1. Participant statuses	
2. Number of screenings	
3. Demographic information	
4. Drug test quantities and results	
5. Days of sobriety	
6. Units and levels of treatment services	
7. Ancillary services	
8. Supervision contacts	
9. In-Program recidivism	
10. Post-Program recidivism	
11. Secondary participants	
12. Number of drug-free babies born in-Program	

DELIVERABLE	TIMELINE
C. Submit Unemployment Certificate of Good Standing	October 3, 2022

DELIVERABLE	TIMELINE
D. Submit Worker's Compensation Certificate of Good Standing	October 3, 2022

DELIVERABLE	TIMELINE
E. Submit independent financial audit report from previous fiscal year	January 31, 2023

DELIVERABLE	TIMELINE
F. Report to Agency CST Program staff, through Agency designated form, any Sentinel Event that has occurred regarding the Contractor's clients or staff. Sentinel Events are those involving death or serious physical or psychological injury or risk thereof	Ongoing throughout Contract Term unless otherwise stated

DELIVERABLE	TIMELINE
G. Implement Program according to governing statutes, state rules and regulations, and state policies including, but not limited to the following:	Ongoing throughout Contract Term unless otherwise stated
1. Treatment contract requirements	
2. Drug testing requirements	
3. Monitoring requirements	
4. Utilizing match funds	

DELIVERABLE	TIMELINE
H. Maintain or exceed the following Program goals:	Ongoing throughout Contract Term unless otherwise stated
1. Fifty-nine percent (59%) or higher retention rate for participants	
2. Less than twelve percent (12%) in-Program recidivism	
3. Track post-Program recidivism for at least three (3) years for participants that have graduated or terminated from the Program	
4. One hundred percent (100%) compliance with a requirement for participants to have at least one hundred twenty (120) days of sobriety prior to graduation	

DELIVERABLE	TIMELINE
I. All members of the CST Program team and Substance Use Disorder Treatment Provider must meet training requirements as outlined in CST Program Guidelines, Key Component #9:	Ongoing throughout Contract Term unless otherwise stated
1. Submit verification of training hours for each team member. Final payment of this Contract will not be issued until verification of training hours for each team member is received by the Agency	

DELIVERABLE	TIMELINE
J. National Accreditation	
1. Ensure Substance Use Disorder Treatment Provider maintains appropriate national accreditation for substance use disorder services provided under this Contract	Ongoing throughout Contract Term unless otherwise stated

DELIVERABLE	TIMELINE
K. State Certification	
1. Ensure Substance Use Disorder Treatment Provider maintains appropriate state certification for substance use disorder services provided under this Contract	Ongoing throughout Contract Term unless otherwise stated

DELIVERABLE	TIMELINE
L. Budget	
1. Submit revised budget based on this Contract amount	July 31, 2022
2. Submit any necessary budget revision requests via email at cstprogram@wyo.gov. Requests shall include the amount of funding to be moved, the budget lines effected, and a reason for the move	Ongoing throughout Contract Term unless otherwise stated

DELIVERABLE	TIMELINE
M. Coordinator's Meeting	
1. Contractor's Program coordinator shall attend annual Coordinator's meeting if offered by the Agency	Date to be determined by Agency, notice will be provided thirty (30) days in advance

DELIVERABLE	TIMELINE
N. Submit Invoice on Agency-approved template	The 25th day of each month or next business day through Contract Term
1. If using a template different from the one provided by the Agency, it must include all areas included on the provided template	

DELIVERABLE	TIMELINE
O. Expenditures	
1. Provide proof of monthly expenditures upon Agency request	Ongoing throughout Contract Term unless otherwise stated

V. Changes to SOW

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

In the event it is determined by the Agency that a change to this SOW is required, a contract amendment shall be made to this Contract in accordance with Section 7.A. of this Contract.

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BUSINESS ASSOCIATE AGREEMENT BETWEEN WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION AND BOARD OF CAMPBELL COUNTY COMMISSIOENRS AS GOVERNING BODY FOR THE CAMPBELL COUNTY ADULT TREATMENT COURTS

1. **Parties.** The parties to this Business Associate Agreement (Agreement) are Wyoming Department of Health, Behavioral Health Division, whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002 (Covered Entity), and Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment Courts, whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716 (Business Associate). In this Agreement, Covered Entity and Business Associate are each a "party" and, collectively, are the "parties."

2. **Purpose of Agreement.** This Agreement seeks to ensure the privacy and security of protected health information as required by 45 C.F.R. Parts 160 and 164, as well as more stringent applicable Wyoming state law.

3. **Definitions.**

   A. **Catch-all definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

   B. **Specific definitions.**

      (i) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Albany County Board of Commissioners as Governing Body for the Albany County Court Supervised Treatment Program.

      (ii) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Wyoming Department of Health, Behavioral Health Division.

      (iii) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164. For purposes of this Agreement, the term also includes applicable Wyoming state law that is more stringent pursuant to 45 C.F.R. § 160.203, as relevant, including, but not limited to, Wyo. Stats. §§ 9-2-125, 9-2-126, 35-4-132, 42-4-112, and other state statutes and rules respecting the privacy of individuals.

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). Once this Agreement becomes effective, it shall remain effective until it is terminated under the terms of this Agreement or on the date the Covered Entity terminates as authorized in Subsection D of Section 8, whichever is sooner.

5. **Obligations and Activities of Business Associate.** Business Associate agrees to:

A. Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law.

B. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement.

C. Report to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. § 164.410, and any security incident of which it becomes aware. The report of such use, disclosure, potential breach, or security incident to Covered Entity must be made within forty-eight (48) hours of discovery in writing by emailing the incident details to cstprogram@wyo.gov and wdh-hipaa@wyo.gov. Upon report, Business Associate shall comply with Covered Entity's requests for additional information, including completion of forms provided by Covered Entity. At Covered Entity's discretion, Business Associate shall handle the required breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of Covered Entity, including covering the costs of such notifications.

D. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

E. Make available protected health information in a designated record set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524. Business Associate shall require the individual or the individual's designee to submit access requests in writing. Business Associate shall respond to a written access request as soon as reasonably practicable, and in no circumstance later than thirty (30) calendar days.

F. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526. If Business Associate receives a request to amend protected health information directly, Business Associate shall notify Covered Entity within three (3) business days.

G. Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528. Business Associate shall comply with Covered Entity's request for such information within seven (7) business days following Covered Entity's request. If Business Associate receives a request for an accounting of disclosures directly, Business Associate will notify Covered Entity within three (3) business days.

H. Comply with the requirements of Subpart E of 45 C.F.R. Part 164 that apply to Covered Entity to the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E in the performance of such obligations.

I. Make its internal practices, books, and records available to the Secretary and Covered Entity for purposes of determining Business Associate and Covered Entity's compliance with the HIPAA Rules. Business Associate shall inform Covered Entity if Business Associate provides such information to the Secretary.

J. Provide notice within seven (7) business days of any event that triggers Business Associate's obligation to notify Covered Entity unless otherwise provided.

6. <u>Permitted Uses and Disclosures by Business Associate</u>.

A. Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract between the parties into which this Agreement is incorporated.

B. Business Associate may use or disclose protected health information as required by law.

C. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

D. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in Subsections E, F, or G of Section 6.

E. Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

F. Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law,

or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

G. Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.

7. **Responsibilities of Covered Entity.** Covered Entity agrees to:

A. Notify Business Associate of any limitation in the notice of privacy practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

B. Notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes affect Business Associate's use or disclosure of protected health information.

C. Notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

D. Not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, except for data aggregation or management and administrative activities of Business Associate.

8. **General Provisions.**

A. **Amendments.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

B. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

C. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

D. **Termination.** This Agreement may be terminated by Covered Entity without cause upon fourteen (14) days written notice, by mutual assent of the parties, or by

Covered Entity immediately for cause if Covered Entity determines Business Associate has violated a material term of this Agreement.

(i) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that Business Associate still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in Paragraph (i), for as long as Business Associate retains the protected health information;

(d) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Subsections E, F, G in Section 6 which applied prior to termination; and

(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(ii) Survival. The obligations of Business Associate under Paragraph (i) shall survive the termination of this Agreement.

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Attachment C

Data Management Plan

In accordance with Wyo. Stat. § 7-13-1603, monitoring services provided to drug court participants is a critical component to ensure participant retention, sobriety, and the reduction of recidivism by participants. Program monitoring and evaluation is a priority within the Court Supervised Treatment (CST) Program to ensure Program effectiveness. Data quality is a key component of Program monitoring and evaluation. The Data Management Plan supports the administration of data quality for overall program accountability. **This Plan is a developing unit of work based on priorities established by the Wyoming Department of Health, Behavioral Health Division (Agency), Mental Health and Substance Abuse Services Section.**

Acronyms/Definitions:	
COB:	Close of Business
Participant:	An offender with substance use disorder or any other person as provided in Wyo. Stat. § 7-13-1607 who has been referred to and accepted into a Program;
Program:	A local court supervised treatment program governed by rules and regulations adopted by the Agency
Recidivism:	Any subsequent arrest after Program entry or for three (3) years post-Program
Retention:	The successful completion of the Program by Program Participants
Sobriety:	The condition of abstaining from substances
Deliverable Acceptance Categories:	
Accuracy:	Data shall be entered accurately to reflect actual information and not as a placeholder for required fields. Data will be reviewed by the Agency via internal query on the last business day of each month, beginning August 31, 2022 throughout the Contract term.
Completeness:	Data for the above requirements shall be entered in the system in their entirety. The Contractor's receipt of payment is dependent upon timely and complete submission of data. Data will be reviewed on the first business day of each month, beginning August 1, 2022 throughout the Contract term.
Timeliness:	Data for each month is not due until its specified due date; however, it is highly recommended that data is submitted as early as possible to ensure accurate and complete data. The Contractor's receipt of payment is dependent upon timely and complete submission of data. Data will be reviewed by the Agency on the first business day of each month, beginning August 1, 2022 throughout the Contract term.

Data Deliverables:
The below table demonstrates the Contract deliverables due that have not been detailed in other areas of the Contract.
*** indicate State required field upon available information**

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
1	Completeness	Submission of required data fields shall have no more than ten percent (10%) of data listed as "missing" or "unknown"	By COB on the fifteenth (15th) day of the month for the previous month of services	A form will be provided by the Agency that the Contractor shall complete each month by the required due date listed in the table above	A report will be provided by the Agency that indicates the data that is missing or listed as unknown by category. The data will be compiled by the Agency from Agency designated data system
2	Completeness / Timeliness	Submission of the minimum data set for participant demographic information	By COB on the fourteenth (14th) day after initial contact with perspective participant	Agency designated data system: to include at a minimum • Date of birth • Social Security Number • Gender • Race • Ethnicity • Marital status • Criminal history • Employment • Education • Income resources ○ Primary source of income ○ Chronic unemployment ○ Annual income level ○ Income level date ○ Income level poverty • Substance abuse history ○ Substance of choice ○ Prior treatment	Internal Query: Participant Information Report

Attachment C

Data Management Plan

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
3	Completeness / Timeliness	Submission of the full data set for participant demographic information	By COB on the fifteenth (15th) day of the month for the previous month of services	Agency designated data system: to include at a minimum • Child custody and support obligations* • Drug-free babies*	Site Review/Desk Audit: Spot Check
4	Completeness / Timeliness	All incidents of recidivism are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	Agency designated data system: to include at a minimum • Offense date* • Charge* • Arrested* • Arrest date* • Conviction date*	Internal Query: Recidivism Report
5	Completeness / Timeliness	All incidents of sobriety are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	Agency designated data system: to include at a minimum • Date • Time • Visit minutes • Performed by	Internal Query: Sobriety Report
6	Completeness / Timeliness	Participant's movement within the Program is entered	By COB on the fifteenth (15th) day of the month for the previous month of services	Agency designated data system: to include at a minimum • Date initiated • Action • Reason	Internal Query

*** indicate State required field upon available information**

Attachment C

Data Management Plan

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
7	Completeness / Timeliness	All group treatment sessions are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	Agency designated data system: to include at a minimum • Session date • Session type • Performed by • Status • Treatment type • Treatment time minutes • Evidence-based	Internal Query
8	Completeness / Timeliness	All individual treatment sessions are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	Agency designated data system: to include at a minimum • Date • Session type • Performed by • Attended • Treatment/ancillary • Session time	Internal Query
9	Completeness / Timeliness	All supervision contacts are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	Agency designated data system: to include at a minimum • Visit date • Visit type • Performed by • Visit minutes	Internal Query
10	Completeness / Timeliness	All drug tests are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	Agency designated data system: to include at a minimum • Drug screen date • Type • Performed by • Method • Test type • Overall result • Observed	Internal Query

Attachment C

Data Management Plan

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
11	Accuracy	Increments of time shall not be entered as zero (0)	By COB on the fifteenth (15th) day of the month for the previous month of services	Agency designated data system: number of minutes	Internal Query
12	Accuracy	Monthly reconciliation of all submitted data	By COB on the fifteenth (15th) day of the month following receipt of report (For Example, July data must be entered by August 15, 2022. Contractors to receive a reconciliation report by August 30, 2022 and reconciliation must be completed by September 15, 2022)	A form will be provided by the Agency that the Contractor shall complete by the required due date each month	A report will be provided by the Agency for data reconciliation on the last working day of the month. The report will contain data on participants served, demographics, participants screened, drug tests administered, treatment, ancillary services, supervision, recidivism, and drug-free babies. The data will be compiled by the Agency from Agency designated data system
13	Verification	Data must be reconciled and confirmed as complete	By COB on the fifteenth (15th) day of the month following receipt of report	A form will be provided by the Agency that the Contractor shall complete by the required due date each month	Agency will confirm form has been completed each month

The following page(s) contain the backup material for Agenda Item: 9:30 CST Program Contract, Juvenile & Family Drug Court

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

CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR THE CAMPBELL COUNTY JUVENILE AND FAMILY DRUG COURT

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Board of Campbell County Commissioners as Governing Body for the Campbell County Juvenile and Family Drug Court (Contractor), whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716. This Contract pertains to the Court Supervised Treatment Program of the Agency.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide substance use disorder treatment services as a sentencing alternative, in accordance with the Court Supervised Treatment Programs Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, Code of Federal Regulations (CFR) Title 42, and Agency policies and procedures, which are incorporated into this Contract by this reference.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2022, or Effective Date, whichever is later, through June 30, 2023. All services shall be completed during this term.

4. **Payment.**

   A. The Agency agrees to pay the Contractor for the services described in Section 5 below and in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed ninety-eight thousand, five hundred fifty-seven dollars and sixty cents ($98,557.60). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.

      i. The total Contract amount in Section 4.A., includes ninety-six thousand, two hundred eighty-six dollars ($96,286.00) to provide services listed in Attachment A.

      ii. The total Contract amount in Section 4.A., includes two thousand, two hundred seventy-one dollars and sixty cents ($2,271.60) to be used for drug testing supplies and testing services.

B. Upon written notice of unusual circumstances from the Contractor that temporarily affect the Contractor's ability to fulfill the requirements of this Contract, the Agency may authorize payment if, in the sole judgement of the Agency, the circumstances warrant payment.

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

D. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.

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

A. Provide the services, supports, reports, and data as described in Attachment A.

B. Comply with the duties outlined in Attachment B, Business Associate Agreement, which is attached to and incorporated into this Contract by this reference.

C. Comply with the duties outlined in Attachment C, Data Management Plan, which is attached to and incorporated into this Contract by this reference.

D. Comply with the duties outlined in the Court Supervised Treatment Guidelines, which are incorporated into this Contract by this reference.

E. Submit Agency approved invoice template for payment on the twenty-fifth (25th) day of each month, or the closest business day to the twenty-fifth of the month, whichever is later. Utilities, vehicle expenses, computer hardware, advertising, equipment maintenance, equipment rental, office space, construction costs, grant writing, case management system, and program evaluation are not allowable expenses under this Contract. Local funds must be utilized for these expenses.

F. Submit detailed expense reports verifying monthly expenditures at the request of the Agency.

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

A. Pay Contractor in accordance with Section 4 above.

B. Consult with and advise the Contractor, as necessary, about the requirements of the Contract.

C. Utilize data collected for reporting and decision-making.

7. **General Provisions.**

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

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

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

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

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

F. **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other

contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.

G. **Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

H. **Confidentiality of Information.** All documents, data compilations, and reports owned by the Agency under the terms of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If Contractor receives a request for information owned by the Agency, Contractor shall notify the Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Agency. In all cases, Contractor shall ensure the confidentiality of information about clients by implementing the requirements of 42 CFR § 2.31; and comply with the requirements of Wyo. Stat. § 7-13-1610.

I. **Entirety of Contract.** This Contract, consisting of ten (10) pages; Attachment A, Statement of Work, consisting of four (4) pages; Attachment B, Business Associate Agreement, consisting of five (5) pages; and Attachment C, Data Management Plan, consisting of five (5) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control, with the exception of that contained in Attachment B, Business Associate Agreement.

J. **Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.

K. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.

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

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

N. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.

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

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

Q. **Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, and reports submitted to the data system designated by the Agency in relation to the performance of this Contract. Upon termination of this Contract for any reason, Contractor agrees to submit a final report of all data not submitted to the data system designated by the Agency. Contractor owns all information not explicitly stated in Attachment A that is collected and maintained for the purpose of providing services pursuant to Wyo. Stat. §§ 7-13-1601 through 1615. Contractor agrees to submit information contained in the records designated by the Agency to the Agency as required by the reporting requirements of this Contract. Otherwise, the parties agree that Contractor remains solely responsible for the confidentiality, integrity, availability, maintenance, storage, and destruction of records owned by Contractor.

R. **Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

S. **Insurance Requirements.**

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

(ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

(iii) The Contractor shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.

(iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.

(v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENCY:
Wyoming Department of Health, Behavioral Health Division

_____ _____
Stefan Johansson, Director Date

_____ _____
Matthew Petry, MPA, Senior Administrator Date

CONTRACTOR:
Board of Campbell County Commissioners as Governing Body for the Campbell County Juvenile and Family Drug Court

_____ _____
Signature Date

_____
Printed Name and Title

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

_____ #222387 6-1-22
Cole R. White, Assistant Attorney General Date

Statement of Work (SOW)
Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Board of Campbell County Commissioners as Governing Body for the Campbell County Juvenile and Family Drug Court (Contractor)
For services to be provided from July 1, 2022, or Effective Date, whichever is later, through June 30, 2023

I. Purpose

The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide substance use disorder treatment services as a sentencing alternative, in accordance with the Court Supervised Treatment (CST) Program Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, Code of Federal Regulations (CFR) Title 42, and Agency policies and procedures.

II. Definitions

A. **Ancillary Services** – any service provided to the participant not directly related to substance abuse treatment

B. **Participant Status** – status of the participant, i.e. pre-program, in-program, graduated, post-program, ineligible, suspended, terminated

C. **Supervision Contacts** – any supervising individual; usually probation, parole, or monitoring agent; who has contact with the participant

D. **Secondary Participants** – any relative who receives services of the CST Program in conjunction with the participant

III. Scope of Work

A. Timely Communication, Corrective Action Plans, and Withholding of Funds

1. When specific information or action is requested from the Contractor under the scope of the Contract, the Contractor shall respond to Agency in good faith within the timeframe defined in the request or the Agency reserves the right to withhold payment from Contractor until the Contractor provides any requested forms, reports, information, or proof of deliverables.

2. Failure to comply with Contract requirements may result in Contractor being placed on a Corrective Action Plan (CAP). Contractor will work with the Agency on the contents and implementation of the CAP. Failure to implement the CAP may result in the withholding of funds or termination of this contract.

IV. Deliverables Table

TOTAL PAYMENT UNDER THIS CONTRACT NOT TO EXCEED NINETY-EIGHT THOUSAND, FIVE HUNDRED FIFTY-SEVEN DOLLARS AND SIXTY CENTS ($98,557.60).

DELIVERABLE	TIMELINE
A. Maintain an average of four (4) adult participants and four (4) juvenile participants each quarter, as awarded by the funding panel and reported on the Agency designated data system	Report is due by the last business day of the month following the reported quarter within the Contract term

DELIVERABLE	TIMELINE
B. Enter data into the Agency designated data system including, but not limited to:	Report is due by the last business day of the month following the reported quarter within the Contract term
1. Participant statuses	
2. Number of screenings	
3. Demographic information	
4. Drug test quantities and results	
5. Days of sobriety	
6. Units and levels of treatment services	
7. Ancillary services	
8. Supervision contacts	
9. In-Program recidivism	
10. Post-Program recidivism	
11. Secondary participants	
12. Number of drug-free babies born in-Program	

DELIVERABLE	TIMELINE
C. Submit Unemployment Certificate of Good Standing	October 3, 2022

DELIVERABLE	TIMELINE
D. Submit Worker's Compensation Certificate of Good Standing	October 3, 2022

DELIVERABLE	TIMELINE
E. Submit independent financial audit report from previous fiscal year	January 31, 2023

DELIVERABLE	TIMELINE
F. Report to Agency CST Program staff, through Agency designated form, any Sentinel Event that has occurred regarding the Contractor's clients or staff. Sentinel Events are those involving death or serious physical or psychological injury or risk thereof	Ongoing throughout Contract Term unless otherwise stated

DELIVERABLE	TIMELINE
G. Implement Program according to governing statutes, state rules and regulations, and state policies including, but not limited to the following:	Ongoing throughout Contract Term unless otherwise stated
1. Treatment contract requirements	
2. Drug testing requirements	
3. Monitoring requirements	
4. Utilizing match funds	

DELIVERABLE	TIMELINE
H. Maintain or exceed the following Program goals:	Ongoing throughout Contract Term unless otherwise stated
1. Fifty-nine percent (59%) or higher retention rate for participants	
2. Less than twelve percent (12%) in-Program recidivism	
3. Track post-Program recidivism for at least three (3) years for participants that have graduated or terminated from the Program	
4. One hundred percent (100%) compliance with a requirement for participants to have at least one hundred twenty (120) days of sobriety prior to graduation	

DELIVERABLE	TIMELINE
I. All members of the CST Program team and Substance Use Disorder Treatment Provider must meet training requirements as outlined in CST Program Guidelines, Key Component #9:	Ongoing throughout Contract Term unless otherwise stated
1. Submit verification of training hours for each team member. Final payment of this Contract will not be issued until verification of training hours for each team member is received by the Agency	

DELIVERABLE	TIMELINE
J. National Accreditation	
1. Ensure Substance Use Disorder Treatment Provider maintains appropriate national accreditation for substance use disorder services provided under this Contract	Ongoing throughout Contract Term unless otherwise stated

DELIVERABLE	TIMELINE
K. State Certification	
1. Ensure Substance Use Disorder Treatment Provider maintains appropriate state certification for substance use disorder services provided under this Contract	Ongoing throughout Contract Term unless otherwise stated

DELIVERABLE	TIMELINE
L. Budget	
1. Submit revised budget based on this Contract amount	July 31, 2022
2. Submit any necessary budget revision requests via email at cstprogram@wyo.gov. Requests shall include the amount of funding to be moved, the budget lines effected, and a reason for the move	Ongoing throughout Contract Term unless otherwise stated

DELIVERABLE	TIMELINE
M. Coordinator's Meeting	
1. Contractor's Program coordinator shall attend annual Coordinator's meeting if offered by the Agency	Date to be determined by Agency, notice will be provided thirty (30) days in advance

DELIVERABLE	TIMELINE
N. Submit Invoice on Agency-approved template	The 25th day of each month or next business day through Contract Term
1. If using a template different from the one provided by the Agency, it must include all areas included on the provided template	

DELIVERABLE	TIMELINE
O. Expenditures	
1. Provide proof of monthly expenditures upon Agency request	Ongoing throughout Contract Term unless otherwise stated

V. Changes to SOW

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

In the event it is determined by the Agency that a change to this SOW is required, a contract amendment shall be made to this Contract in accordance with Section 7.A. of this Contract.

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BUSINESS ASSOCIATE AGREEMENT BETWEEN WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION AND BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR THE CAMPBELL COUNTY JUVENILE AND FAMILY DRUG COURT

1. **Parties.** The parties to this Business Associate Agreement (Agreement) are Wyoming Department of Health, Behavioral Health Division, whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002 (Covered Entity), and Board of Campbell County Commissioners as Governing Body for the Campbell County Juvenile and Family Drug Court, whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716 (Business Associate). In this Agreement, Covered Entity and Business Associate are each a "party" and, collectively, are the "parties."

2. **Purpose of Agreement.** This Agreement seeks to ensure the privacy and security of protected health information as required by 45 C.F.R. Parts 160 and 164, as well as more stringent applicable Wyoming state law.

3. **Definitions.**

   A. **Catch-all definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

   B. **Specific definitions.**

      (i) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Albany County Board of Commissioners as Governing Body for the Albany County Court Supervised Treatment Program.

      (ii) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Wyoming Department of Health, Behavioral Health Division.

      (iii) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164. For purposes of this Agreement, the term also includes applicable Wyoming state law that is more stringent pursuant to 45 C.F.R. § 160.203, as relevant, including, but not limited to, Wyo. Stats. §§ 9-2-125, 9-2-126, 35-4-132, 42-4-112, and other state statutes and rules respecting the privacy of individuals.

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). Once this Agreement becomes effective, it shall remain effective until it is terminated under the terms of this Agreement or on the date the Covered Entity terminates as authorized in Subsection D of Section 8, whichever is sooner.

5. **Obligations and Activities of Business Associate.** Business Associate agrees to:

A. Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law.

B. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement.

C. Report to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. § 164.410, and any security incident of which it becomes aware. The report of such use, disclosure, potential breach, or security incident to Covered Entity must be made within forty-eight (48) hours of discovery in writing by emailing the incident details to cstprogram@wyo.gov and wdh-hipaa@wyo.gov. Upon report, Business Associate shall comply with Covered Entity's requests for additional information, including completion of forms provided by Covered Entity. At Covered Entity's discretion, Business Associate shall handle the required breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of Covered Entity, including covering the costs of such notifications.

D. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

E. Make available protected health information in a designated record set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524. Business Associate shall require the individual or the individual's designee to submit access requests in writing. Business Associate shall respond to a written access request as soon as reasonably practicable, and in no circumstance later than thirty (30) calendar days.

F. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526. If Business Associate receives a request to amend protected health information directly, Business Associate shall notify Covered Entity within three (3) business days.

G. Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528. Business Associate shall comply with Covered Entity's request for such information within seven (7) business days following Covered Entity's request. If Business Associate receives a request for an accounting of disclosures directly, Business Associate will notify Covered Entity within three (3) business days.

H. Comply with the requirements of Subpart E of 45 C.F.R. Part 164 that apply to Covered Entity to the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E in the performance of such obligations.

I. Make its internal practices, books, and records available to the Secretary and Covered Entity for purposes of determining Business Associate and Covered Entity's compliance with the HIPAA Rules. Business Associate shall inform Covered Entity if Business Associate provides such information to the Secretary.

J. Provide notice within seven (7) business days of any event that triggers Business Associate's obligation to notify Covered Entity unless otherwise provided.

6. <u>Permitted Uses and Disclosures by Business Associate</u>.

A. Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract between the parties into which this Agreement is incorporated.

B. Business Associate may use or disclose protected health information as required by law.

C. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

D. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in Subsections E, F, or G of Section 6.

E. Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

F. Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law,

or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

G. Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.

7. **Responsibilities of Covered Entity.** Covered Entity agrees to:

A. Notify Business Associate of any limitation in the notice of privacy practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

B. Notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes affect Business Associate's use or disclosure of protected health information.

C. Notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

D. Not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, except for data aggregation or management and administrative activities of Business Associate.

8. **General Provisions.**

A. **Amendments.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

B. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

C. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

D. **Termination.** This Agreement may be terminated by Covered Entity without cause upon fourteen (14) days written notice, by mutual assent of the parties, or by

Covered Entity immediately for cause if Covered Entity determines Business Associate has violated a material term of this Agreement.

(i) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that Business Associate still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in Paragraph (i), for as long as Business Associate retains the protected health information;

(d) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Subsections E, F, G in Section 6 which applied prior to termination; and

(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(ii) Survival. The obligations of Business Associate under Paragraph (i) shall survive the termination of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Attachment C

Data Management Plan

In accordance with Wyo. Stat. § 7-13-1603, monitoring services provided to drug court participants is a critical component to ensure participant retention, sobriety, and the reduction of recidivism by participants. Program monitoring and evaluation is a priority within the Court Supervised Treatment (CST) Program to ensure Program effectiveness. Data quality is a key component of Program monitoring and evaluation. The Data Management Plan supports the administration of data quality for overall program accountability. **This Plan is a developing unit of work based on priorities established by the Wyoming Department of Health, Behavioral Health Division (Agency), Mental Health and Substance Abuse Services Section.**

Acronyms/Definitions:	
COB:	Close of Business
Participant:	An offender with substance use disorder or any other person as provided in Wyo. Stat. § 7-13-1607 who has been referred to and accepted into a Program;
Program:	A local court supervised treatment program governed by rules and regulations adopted by the Agency
Recidivism:	Any subsequent arrest after Program entry or for three (3) years post-Program
Retention:	The successful completion of the Program by Program Participants
Sobriety:	The condition of abstaining from substances
Deliverable Acceptance Categories:	
Accuracy:	Data shall be entered accurately to reflect actual information and not as a placeholder for required fields. Data will be reviewed by the Agency via internal query on the last business day of each month, beginning August 31, 2022 throughout the Contract term.
Completeness:	Data for the above requirements shall be entered in the system in their entirety. The Contractor's receipt of payment is dependent upon timely and complete submission of data. Data will be reviewed on the first business day of each month, beginning August 1, 2022 throughout the Contract term.
Timeliness:	Data for each month is not due until its specified due date; however, it is highly recommended that data is submitted as early as possible to ensure accurate and complete data. The Contractor's receipt of payment is dependent upon timely and complete submission of data. Data will be reviewed by the Agency on the first business day of each month, beginning August 1, 2022 throughout the Contract term.

Attachment C

Data Management Plan

Data Deliverables:

The below table demonstrates the Contract deliverables due that have not been detailed in other areas of the Contract.

*** indicate State required field upon available information**

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
1	Completeness	Submission of required data fields shall have no more than ten percent (10%) of data listed as "missing" or "unknown"	By COB on the fifteenth (15th) day of the month for the previous month of services	A form will be provided by the Agency that the Contractor shall complete each month by the required due date listed in the table above	A report will be provided by the Agency that indicates the data that is missing or listed as unknown by category. The data will be compiled by the Agency from Agency designated data system
2	Completeness / Timeliness	Submission of the minimum data set for participant demographic information	By COB on the fourteenth (14th) day after initial contact with perspective participant	Agency designated data system: to include at a minimum ● Date of birth ● Social Security Number ● Gender ● Race ● Ethnicity ● Marital status ● Criminal history ● Employment ● Education ● Income resources ○ Primary source of income ○ Chronic unemployment ○ Annual income level ○ Income level date ○ Income level poverty ● Substance abuse history ○ Substance of choice ○ Prior treatment	Internal Query: Participant Information Report

Attachment C

Data Management Plan

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
3	Completeness / Timeliness	Submission of the full data set for participant demographic information	By COB on the fifteenth (15th) day of the month for the previous month of services	Agency designated data system: to include at a minimum ● Child custody and support obligations* ● Drug-free babies*	Site Review/Desk Audit: Spot Check
4	Completeness / Timeliness	All incidents of recidivism are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	Agency designated data system: to include at a minimum ● Offense date* ● Charge* ● Arrested* ● Arrest date* ● Conviction date*	Internal Query: Recidivism Report
5	Completeness / Timeliness	All incidents of sobriety are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	Agency designated data system: to include at a minimum ● Date ● Time ● Visit minutes ● Performed by	Internal Query: Sobriety Report
6	Completeness / Timeliness	Participant's movement within the Program is entered	By COB on the fifteenth (15th) day of the month for the previous month of services	Agency designated data system: to include at a minimum ● Date initiated ● Action ● Reason	Internal Query

*** indicate State required field upon available information**

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
7	Completeness / Timeliness	All group treatment sessions are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	Agency designated data system: to include at a minimum ● Session date ● Session type ● Performed by ● Status ● Treatment type ● Treatment time minutes ● Evidence-based	Internal Query
8	Completeness / Timeliness	All individual treatment sessions are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	Agency designated data system: to include at a minimum ● Date ● Session type ● Performed by ● Attended ● Treatment/ancillary ● Session time	Internal Query
9	Completeness / Timeliness	All supervision contacts are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	Agency designated data system: to include at a minimum ● Visit date ● Visit type ● Performed by ● Visit minutes	Internal Query
10	Completeness / Timeliness	All drug tests are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	Agency designated data system: to include at a minimum ● Drug screen date ● Type ● Performed by ● Method ● Test type ● Overall result ● Observed	Internal Query

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
11	Accuracy	Increments of time shall not be entered as zero (0)	By COB on the fifteenth (15th) day of the month for the previous month of services	Agency designated data system: number of minutes	Internal Query
12	Accuracy	Monthly reconciliation of all submitted data	By COB on the fifteenth (15th) day of the month following receipt of report (For Example, July data must be entered by August 15, 2022. Contractors to receive a reconciliation report by August 30, 2022 and reconciliation must be completed by September 15, 2022)	A form will be provided by the Agency that the Contractor shall complete by the required due date each month	A report will be provided by the Agency for data reconciliation on the last working day of the month. The report will contain data on participants served, demographics, participants screened, drug tests administered, treatment, ancillary services, supervision, recidivism, and drug-free babies. The data will be compiled by the Agency from Agency designated data system
13	Verification	Data must be reconciled and confirmed as complete	By COB on the fifteenth (15th) day of the month following receipt of report	A form will be provided by the Agency that the Contractor shall complete by the required due date each month	Agency will confirm form has been completed each month

The following page(s) contain the backup material for Agenda Item: 9:35 District Support Grant, Overbook I&SD

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

Campbell County
wyoming

Department of Public Works - 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 CM
TO:	Board of County Commissioners
SUBJECT:	District Support Grant Application From: **Overbrook I&S**
DATE:	6/7/2022

Overbrook I&S has submitted a District Support Grant application in the amount of $3,377.60 for W base limestone and mag chloride

SECTION 2 - Grant Type and Priority **Priority 6, Gravel Road**

SECTION 3 - Costs and Eligibility **Enlargement Eligible? Yes**

Total Estimated Project Cost:	$13,510				
Total Number of District Lots:	26				
Total allowable grant over a 5-yr period:	26	lots	@	$1,500	$ 39,000
Total amount of Grants approved over current 5-yr period:					$ 13,263
Total amount not subject to $1500/lot limitation					$ -
Remaining Grant eligibility this current 5-yr period:					$ 25,737
Current Fiscal Year Awards	$ 8,600				O.K.
Remaining Eligibility this Fiscal Year	$ 41,400	O.K.			

SECTION 4 - Compliance

Overbrook I&S	District is compliant with the elections office per a	5/24/2022	memo

SECTION 5 - Analysis Priority 6, Gravel Road

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	$0.00	
50		$0.00	
33	$0.00	$0.00	
25	$13,510.40	$3,377.60	W base limestone gravel and mag chloride
Totals	$13,510.40	$3,377.60	

SECTION 6 -Quotes Received

	Company	Total
1	Earthwork Solutions	$ 5,250.00
2	Quality Agg	$ 7,000.00
3	Melgaard Const	$ 6,000.00
4		

Dustbusters Inc. $8260.40

SECTION 7 - Recommendation

I recommend the Board approve the District Support Grant request from **Overbrook I&S** Improvement and Service District in an amount not to exceed $3,377.60 for W base limestone and mag chloride

Funding History	
5 year	$13,263
10 year	$17,181
Since Incept	$28,947

Approved? Y or N	$	Date Approved	

RECEIVED
MAY 24 2022

Campbell County

DISTRICT SUPPORT GRANT APPLICATION

District Name: Overbrook Improvement & Service District Requested Amount: $3,377.60

Mailing Address: PO Box 7221, Gillette, WY 82717

Contact Person: Heather Wichert, Vice President

Day Time Phone: 307-351-9354

Application is requesting financial assistance to form a District? Yes_____ No X

Applicant is requesting financial assistance for connection to regional water? Yes_____ No X

Is the project anticipated to be complete in the next 18 months? Yes X No_____

Description of proposed project: (Include engineering reports, portion to be funded by grant, etc.)
Haul in and place up to 200 tons of W-Base limestone on the two curves on Overbrook Road, the approach to Force Road as well as other areas that need rock. The District will spread the rock and prepare for dust control. Mag chloride on all of the district's roads to reduce dust and prolong the life of the roads.

Total project cost (estimated) (itemize on separate sheet): $13,510.40
Dust control $8,260.40 + W-base limestone (200 tons) $5,250.00

Projected start date: 6/7/22 Projected completion date: 06/30/22

Briefly describe why the project is needed:
The two corners on Overbrook Road tend to wear quickly, so this project would apply rock on these corners as needed as well as the approach to Force Road and any other areas that need it – areas where the rock is getting thin. Mag chloride will be applied to all of the roads in the District to reduce dust and prolong the life of the roads.

Governing Board members: Tyler Miller, President / Heather Wichert, Vice President / Barb Pilon, Secretary/Treasurer

Acreage (approximate) of district or proposed district: 207.74 acres

Date of district formation (if applicable) December 20, 2005

Number of lots: 26

Population of District: 80 +/-

Ratio of Developed and undeveloped land: 2 unimproved

Is area legally platted? Yes

District boundary map included? Yes

Is District Zoned? Yes If so, what is it zoned? R-R

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

FINANCIAL INFORMATION

Current Mill Levy for the Subdivision $ 30,292.26

Current Assessed Valuation (County Assessor's Office) $ 886,554

Current Indebtedness $ 0

Current Income statement and balance sheet $ 44,964.27 (bank account)

Water and sewer rates, tap fees, plant investment fees, association or district dues (Describe)

The annual assessment is $1,200 per lot. The annual assessment includes 15,000 gallons of water per month. Water meters are read monthly, and water usage charges are billed under the following fee schedule each month:

$1.75 for water usage over 15,000 gallons up to 30,000 gallons plus
$3.50 per 1,000 gallons over 30,000 gallons up to 50,000 gallons plus
$7.00 per 1,000 gallons over 50,000 gallons.

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,

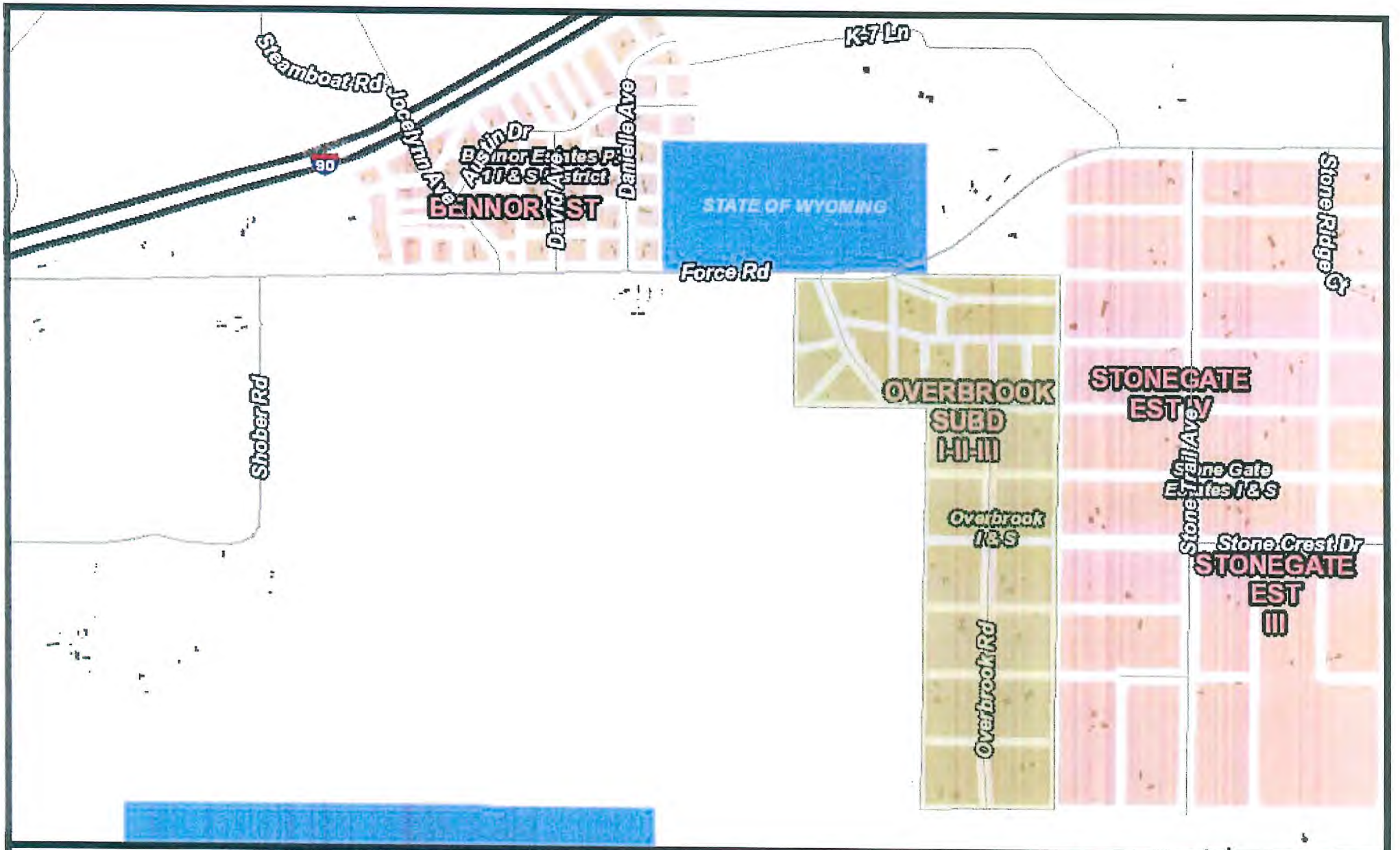
(SEAL)

Heather Wichert

Title: Vice President

Attest:
Barbara Pelon

Secretary



Campbell County
wyoming

Date: 4/8/2022
Time: 11:46:22 AM

N

0 0.15 0.3
mi

CAMPBELL COUNTY, WYOMING

DEPARTMENT
OF PUBLIC WORKS

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

The following page(s) contain the backup material for Agenda Item: 9:40 Dove Creek Improvement Agreement, Letter of Credit

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

Campbell County
wyoming
Department of Public Works *Matt Olsen, P.E., Director*

500 S. Gillette Avenue, Suite 1400, Gillette, WY 82716 • 307-685-8061 • Building 307-682-1970 • Solid Waste/Recycle 307-682-9499

MEMORANDUM

TO: Board of Commissioners

FROM: Clark Melinkovich, Senior Engineer; Sam Proffer, Planner/Zoning Administrator

DATE: June 7, 2022

SUBJECT: Dove Creek Subdivision Improvements Agreement

Per Chapter 6 Subdivision Regulations section 8.2, if a plat is to be recorded prior to the final installation and approval of all required improvements, a Subdivision Improvements Agreement is required as a guarantee for the installation of the unfinished improvements. For the Dove Creek Subdivision, all required items and improvements are complete except for the payment for the installation of electrical service to each lot.

The following is a Subdivision Improvements Agreement between Dove Creek Properties, LLC and the Campbell County Board of Commissioners. It includes an irrevocable letter of credit from Pinnacle Bank for the cost of the installation of electric service based on a written quote from Powder River Energy Corporation.

This agreement will give the developer until March 1, 2023 to make the payment to Powder River Energy Corporation for the electric service at the subdivision. If for whatever reason the developer has not made payment by this deadline, the County will redeem the money from the letter of credit and make the payment for electric service.

Public Works recommends the Board approve the Subdivision Improvements Agreement with Dove Creek Properties, LLC for the installation of electric service at the Dove Creek Subdivision.

APPENDIX 15: SUBDIVISION IMPROVEMENTS AGREEMENT

AGREEMENT RELATING TO
COMPLETION OF IMPROVEMENTS IN THE
SUBDIVISION

THIS AGREEMENT, entered into as of the 7th day of June, 20 22, by and between the BOARD OF CAMPBELL COUNTY COMMISSIONERS, CAMPBELL COUNTY, WYOMING (hereinafter called "County"), and Dove Creek Properties, LLC (hereinafter called "Subdivider").

WITNESSETH:

1. That the Subdivider has submitted to the County for approval an application for a subdivision permit and a subdivision plat of the Dove Creek Subdivision; and
2. That electric service is required to each lot by the Campbell County Subdivision Regulations, (hereinafter called "regulations"), to be installed by the Subdivider; and
3. That the Subdivider is required by the regulations to make payment to the electric provider for the installation of electric service to each lot in the subdivision; and
4. That the amount of the guarantee is based on a written quote from Powder River Energy Corporation which is attached to this agreement as Exhibit A ; and
5. That the Subdivider has furnished to the County a guarantee of the payment to the electric provider in the following form: An Irrevocable Letter of Credit, Number 500012947 from Pinnacle Bank - WY in the amount of fifteen thousand dollars ($ 15,000). That the expiration date of the Letter of Credit is no less than 120 days after the date of completion of the improvements as specified herein.

NOW THEREFORE, the parties do mutually agree as follows:

1. Payment shall be made to Powder River Energy Corporation in the amount of $15,000 for installation of electric service to the lots of the subdivision.
2. Payment for installation of electric service shall be made by March 1, 2023.
3. Once payment has been made, a receipt shall be provided to Campbell County Public Works- Planning Division. Confirmation from the Public Works- Planning Division of receiving the receipt for payment shall constitute approval by the Board of Campbell County Commissioners of payment under the terms of this agreement.
4. The Irrevocable Letter of Credit, Number 500012947 from the

   Pinnacle Bank – WY in the amount of fifteen thousand dollars ($ $15,000) is to guarantee that the funds are available for the payment for installation of electric service. Upon payment being made and a receipt of payment being provided to Campbell County Public Works- Planning Division, this agreement shall become null and void and of no force and effect in which event the Irrevocable Letter of Credit shall be returned to the Subdivider.

   If payment is not made by the time specified in number 2 above, then the County shall take action necessary to obtain funds from the Irrevocable Letter of Credit to make the payment

and to recover the cost thereof including the administrative costs incurred as a result of the failure of timely payment.

In the event the amount of the Irrevocable Letter of Credit is not sufficient to make payment to Powder River Energy Corporation for installation of electric service then the Subdivider shall be liable for any such insufficiency. In the event the County does bring legal action to enforce such liability, then, it shall be entitled to all its cost of suit and reasonable attorney fees. The liability of the institution issuing the Irrevocable Letter of Credit shall not exceed the face amount thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate each of which is deemed an original, as to the date first above written.

BOARD OF COUNTY COMMISSIONERS

_____ Chairman

ATTEST: _____ County Clerk

SUBDIVIDER:
(Corporate seal and notary) Glen Wise
Glen Wise, member, Dove Creek Properties, LLC

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Glen Wise,
this 25th day of May, 2022.

Witness my hand and official seal.

_____ Notary Public

My Commission Expires: 7-30-2023

FARON FERGUSON - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
MY COMMISSION EXPIRES 7-30-23

POWDER RIVER ENERGY CORPORATION
Touchstone Energy®
The power of human connections

221 Main Street
P.O. Box 930
Sundance, WY 82729-0930
Fax: (307) 283-3527

Phone: 1-800-442-3630

Dove Creek Properties LLC
Attn: Glenn
PO Box 451
Rozet, WY 82727

INVOICE 8339

DATE 5/24/2022

AMOUNT DUE $15,000.00

RETURN ENTIRE INVOICE WITH PAYMENT - THANK YOU

WO Number	Description	Costs	Total cost
220163	Estimated Preliminary Cost Subdivision Location 50-70-25		$15,000.00
	LINE SHARE	$0.00	$0.00
	LESS STANDARD OFFERING	$0.00	$0.00

Attn: Cassie Bossman 283-4954

GL Acct: 107.20

Due Upon Receipt: $15,000.00

IRREVOCABLE STANDBY LETTER OF CREDIT

Issuer:

Pinnacle Bank Gillette LPO
815 Madison St
PO Box 3577
Gillette, WY 82717

ISSUE DATE: May 24, 2022	**LETTER OF CREDIT NUMBER:** 500012947
AMOUNT: $15,000.00	**EXPIRATION DATE:** May 24, 2023
For The Benefit Of: (Beneficiary Name and Address)	**For Account of:** (Beneficiary Name and Address)
Campbell County Commissioners **500 South Gillette Avenue** **Suite 1100** **Gillette, WY 82716**	**Dove Creek Properties, LLC** **P.O. Box 451** **Gillette, WY 82717**

LETTER OF CREDIT, Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one) together with the documents described below. Each draft shall be signed on behalf of Beneficiary and be marked Drawn under Pinnacle Bank Letter of Credit Number 500012947 dated May 24, 2022. Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the Draft.

This letter of credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in the Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit Expires on the Expiration Date.

DRAWINGS

☒ Partial Drawings shall not be permitted under this Letter of Credit
☐ Partial drawings are permitted.

DOCUMENTS: Each Draft must be accompanied by the following, in original and two copies except as stated:

☒ The original Letter of Credit together with any amendments.
☒ A signed Draft drawn by Beneficiary on Issuer.
☒ Proof of non-performance by Dove Creek Properties, LLC on the joining of Rozet, WY, Campbell County with legal: S25 T50 R70 NE PT

Issuer shall be entitled to accept a draft and the documentation described above, as required by terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of the issuer to verify the identity or authority of the person presenting the draft and such documentation.

SPECIAL INSTRUCTIONS:

EXPIRATION DATE: This Letter of Credit expires at the close of business at Issuer's address **at 5:00 P.M.** on May 24, 2023. Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

☐ If Beneficiary has not drawn the full amount of this Letter of Credit prior to the Expiration Date, the Expiration Date shall be extended for a period of `_____days from the Expiration Date unless Issuer notifies Beneficiary in writing at least _____ days prior to the Expiration Date that Issuer elects not to extend this Letter of Credit. In any event, this Letter of Credit shall expire on _____ without any notice to Beneficiary.

TRANSFERABILITY: This Letter of Credit is ☐ transferable ☒ non-transferable.

APPLICABLE LAW: This Letter of Credit shall be governed by:

☒ the Uniform Customs and Practice for documentary Credits (2007 Revision), International Chamber of Commerce Brochure No.600, and, where not inconsistent therewith, to Article Five of the Uniform Commercial Code of the state of principal office of the Issuing Financial Institution. Unless otherwise expressly stated above, only original documents will be accepted. No reproduction or carbon copies may be substituted for originals. 1983 Revision, International chamber of Commerce Publication No. 500 (UCP), or later or any amendment.

☐ the international Standby Practices 1998 (ISP98)

This Letter of Credit shall also be governed by the laws of the State of Wyoming of the United States of America, so long as such laws are not inconsistent with the UCP or ISP, as applicable.

Issuer:
Pinnacle Bank

Faron Ferguson
Regional President,
Pinnacle Bank Gillette

Marc Matlick
Vice President,
Pinnacle Bank Gillette

The following page(s) contain the backup material for Agenda Item: 9:45 Dove Creek Minor Subdivision Request

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

Campbell County
wyoming

Memorandum Department of Public Works

TO: Campbell County Board of Commissioners

FROM: Sam Proffer, Planner and Zoning Administrator

DATE: June 7th, 2022

SUBJECT: Dove Creek Properties LLC Minor Subdivision Request

Case Number: 21.01.COMP

Summary:

The applicant has proposed to subdivide approximately 50.24 acres into 5 lots, ranging from 5.03 to 19.49 acres in size. The property is located at 53 Adon Road, just south of the I-90 interchange.

The subdivision was approved by the Planning Commission at their regular meeting on February 17th, 2022, pending all Planning Considerations being completed. (Ref. page 5 of Exhibit A). With the approval by the Board of the irrevocable letter of credit for installation of electrical power, the applicant will have completed all requirements of Chapter 6 Subdivision regulations.

Upon final approval of the Dove Creek Minor Subdivision by the Board of Commissioners, the zoning designation of 'R-R', Rural Residential that was approved by the Board on March 15th, 2022, will go into effect.

Exhibits:

- Exhibit 'A' February 17th, 2022, Planning Commission Case and Minutes (Pgs. 2-73)
- Exhibit 'B' Updated Planning Consideration Documents (Pgs. 74-90)

Staff Recommendation:

Staff recommends approval of the Dove Creek Properties LLC Minor Subdivision request, Case Number 21.01.COMP.

ENCLOSURE 4

21.01.COMP

DOVE CREEK SUBDIVISION

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

Campbell County
wyoming

Dove Creek Subdivision

Minor Subdivision

February 9, 2022

Planning Commission Meeting **Board of Commissioners Meeting**
February 17th, 2022

Applicant: Dove Creek Properties/Glenn Wise **Case Number:** 21.01.COMP

Agent: Josh Pierce & Bearlodge Engineering

Summary: The applicants are proposing to subdivide approximately 50.24 acres into 5 lots, ranging from 5.03 to 19.49-acres in size. This subdivision request is concurrent with the Dove Creek Zoning request under Case #21.02.COZ.

Legal Description: NE¼, Section 25, T50N, R70W

Location: The property is located at 53 Adon Road on the west side of Adon Road, just south of the I-90 interchange.

Current Zoning: Unzoned / Zoning Case No. 21.02.COZ Pending

Proposed Zoning: Lots 1-4, R-R (Rural Residential)
Lot 5, A-L (Agriculture)

Existing Land Use: There is an existing home on proposed Lot 4, all other lots undeveloped

Adjacent Land Use: North: Vacant grassland and Commercial (Unzoned)
South: Vacant grassland (Unzoned)
East: Residences on large acreage (Unzoned)
West: Vacant grassland (Unzoned)

Background:

The Dove Creek Minor Subdivision was presented to the Planning Commission back in May of 2021. The May meeting revealed problems that needed to be resolved before moving forward with the subdivision. The Commission voted to table the project until those items were addressed.

The issues included a 'flag' shaped lot, problems with a boundary line that involved the neighbor to the north, flood plain concerns, lack of proposed right-of-way, and problems concerning the access road that had already been built. (Reference Exhibits 'E' & 'F', May 2021 meeting minutes and May 2021 Planning Considerations to be addressed.)

The boundary line problems have been resolved, the plat now includes public right of way to the end of the property, and pending resolution of the other problems, the flag shaped lot would be deemed acceptable per the May 2021 meeting. The updated plat as submitted still has some textual and formatting issues, but the applicant is working on getting those items resolved. (Reference Exhibit 'A', redlined plat for details.)

Verification that the road that has been built to County standards and that signage has been installed is still under review as of this writing.

Findings of Fact:

The proposed Preliminary Plat complies with the following Campbell County Chapter 6 Subdivision Regulations:

1. **Section 7.1 Purpose and Intent.** The plat as submitted complies with the County Land Use and Comprehensive Plan for location and use.

2. **Sections 7.2, 7.3 Floodways & Drainage and Soils & Topography.** Public Works and Campbell County Conservation District staff reviewed the submitted reports and found them to be compliant with County standards. The areas that fall within the Flood Hazard Area Boundaries are identified and FEMA mapping info has been listed on the plat and in the Disclosure Statement.

3. **Section 7.4 Lots and Blocks.** The proposed Plat as shown complies with minimum lot design, easements, etc. Minor inclusions and notes will be required for clarity, etc. on the Final Plat. (Reference Exhibit 'A' Redlined Plat notes)

4. **Section 7.5 Roads and Street Design Standards.** The Plat complies with Campbell County design standards.

5. **Section 7.8 Sewer Standards.** The soils report as submitted confirms that on-lot septic systems can be utilized.

6. **Section 7.9 Water Supply Standards.** The soils and water report indicates that on-lot wells can be utilized.

7. **Flood Damage Prevention Resolution 904499.** The project as submitted substantially complies with Section C 'Standards for Subdivision Proposals' within a Special Flood Hazard Area.

8. **Section 8.4 Disclosure Statement.** Staff has reviewed the Disclosure Statement as submitted and has found it to be adequate in form for the intended purposes of advising potential purchasers of issues specific to the subdivision. See Planning Considerations below for specifics on missing information, items to be clarified.

Exhibits:

- Exhibit 'A' January 28th, 2022 Redlined Plat Notes (Pg. 15)
- Exhibit 'B' Conservation District Review Memo (Pg. 16)
- Exhibit 'C' County Land Use Map (Pg. 17)
- Exhibit 'D' FIRM Panel and Flood Boundary Elevations (Pgs. 18-19)
- Exhibit 'E' May 20th, 2021 Planning Commission Minutes (Pgs. 20-23)
- Exhibit 'F' May 20th, 2021 Case Notes/Planning Considerations (Pgs. 24-27)
- Exhibit 'G' Proposed Disclosure Statement (Pgs. 28-31)
- Exhibit 'H' County Road Access License/Permit (Pgs. 32-37)
- Exhibit 'I' On-lot Well and Septic Report (Pgs. 38-86)
- Exhibit 'J' Soils and Drainage Report (Pgs. 87-141)

Planning Considerations:

1. Complete the necessary revisions to the plat and submit to County Planning in both paper and electronic format for final review and approval. (Ref. Exhibit 'A' Redlined Plat Notes)

2. Verify installation of electric service to each lot or proof that payment has been made to PreCorp for installation.

3. Owners and Encumbrance (Title) Report, no more than three months' old.

4. Provide Consent to Subdivide verification.

5. Proof of on-lot placement of the Disclosure Statement signage.

6. Work with County Engineer on closeout and approval of the subdivision road.

7. Install road signage as required per County standards and as approved by the County Engineer.

8. Provide a road maintenance agreement per Chapter 6 Section 8.3. (Staff has advised the applicant's agent that this is a requirement for all subdivision roads.)

9. Amend the Disclosure Statement to reference a road maintenance agreement per Item 8 above.

10. Secure signature from applicant for County Road Access Permit.

Staff Recommendation:

Staff recommends approval of the Dove Creek Subdivision upon completion of all Planning Considerations.

The Planning Commissioners may do the following:

Approve the Subdivision Request as submitted and let staff make final approvals of Planning Considerations to take to the Board of Commissioners.

Or,

Table the Subdivision Request until all Planning Considerations are submitted for final review by the Planning Commission.

FEB 11 2021

A-35

CAMPBELL COUNTY PLANNING COMMISSION
SUBDIVISION APPLICATION

(FOR OFFICE USE ONLY)
CASE NAME/NO. 21.01 Comp
DATE RECEIVED: 2-11-21 FEE/AMOUNT PAID: $200.00

INFORMATION REGARDING SUBDIVISION REQUIRED FOR REVIEW:

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

Applicant Information

Name of Applicant: DOVE CREEK PROPERTIES, L.L.C.	
Applicant Phone Number: 307-689-0701	Applicant Fax Number:
Applicant Mailing Address: P.O. BOX 852, GILLETTE, WY 82717	
Applicant Email Address: josh@wyoearth.com	
Relationship of Applicant to Property:	☒ Owner ☐ Tenant ☐ Lessee ☐ Other

Agent Information

Name of Authorized Agent (if applicable):	
Agent Phone Number:	Agent Fax Number:
Agent Mailing Address:	
Agent Email:	

Type of Subdivision Proposed

Subdivision Name: DOVE CREEK	
Type of Subdivision:	☐ Administrative ☒ Minor Plat ☐ Major Preliminary ☐ Major Subdivision Plat

Property and Use Information

Legal Description: PART OF THE NE1/4 OF SECTION 25, T.50N R.70W	
Total Acreage of Subdivision: 57.0 Acres	Acreage of Dedicated ROW: 4.7 Acres
Number of Lots: 5	Average Lot Size: 11.4 Acres
Legal Description(s): SEE ATTACHED	

Infrastructure Information

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

Digital Plat Copy

A digital copy of the plat shall be submitted that shall only contain the lot lines and the subdivision boundary, including bearings, distances and curve data (Autocad version 2000 or later) or any .dwg, or .shp format. This must be submitted with is the application (via disc or email) or the application will not be accepted.

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

Glen Strise
Applicant

2-11-21
Date

BEGINNING AT A 2 1/2" ALUMINUM CAP STAMPED LS 14275 MARKING THE CENTER 1/4 CORNER OF SAID SECTION 25;

THENCE N 89°21'18" E, 2691.98 FEET ALONG THE SOUTH LINE OF SAID NE1/4 TO A 2 1/2" ALUMINUM CAP STAMPED LS 14275 MARKING THE EAST 1/4 CORNER OF SAID SECTION 25;

THENCE N 00°10'52" W, 457.79 FEET ALONG THE EAST LINE OF SAID NE1/4 TO A "CAP";

THENCE S 89°49'08" W, 1230.32 FEET TO A "CAP";

THENCE N 00°10'45" W, 2042.48 FEET TO A "CAP";

THENCE N 71°29'16" W, 345.47 FEET TO A "CAP";

THENCE S 89°33'08" W, 1153.90 FEET TO A "CAP" MARKING A POINT OF INTERSECTION WITH THE WEST LINE OF SAID NE1/4;

THENCE S 00°36'22" E, 2627.49 FEET ALONG THE WEST LINE OF SAID NE1/4 TO THE POINT OF BEGINNING.

EACH "CAP" IS A 1 1/2" ALUMINUM CAP STAMPED LS 14275 AND MOUNTED ATOP A #5 x 24" REBAR.

SAID DOVE CREEK MINOR SUBDIVISION ENCOMPASSES 101.32 ACRES

Campbell County
wyoming

PUBLIC WORKS DEPARTMENT

RECEIPT

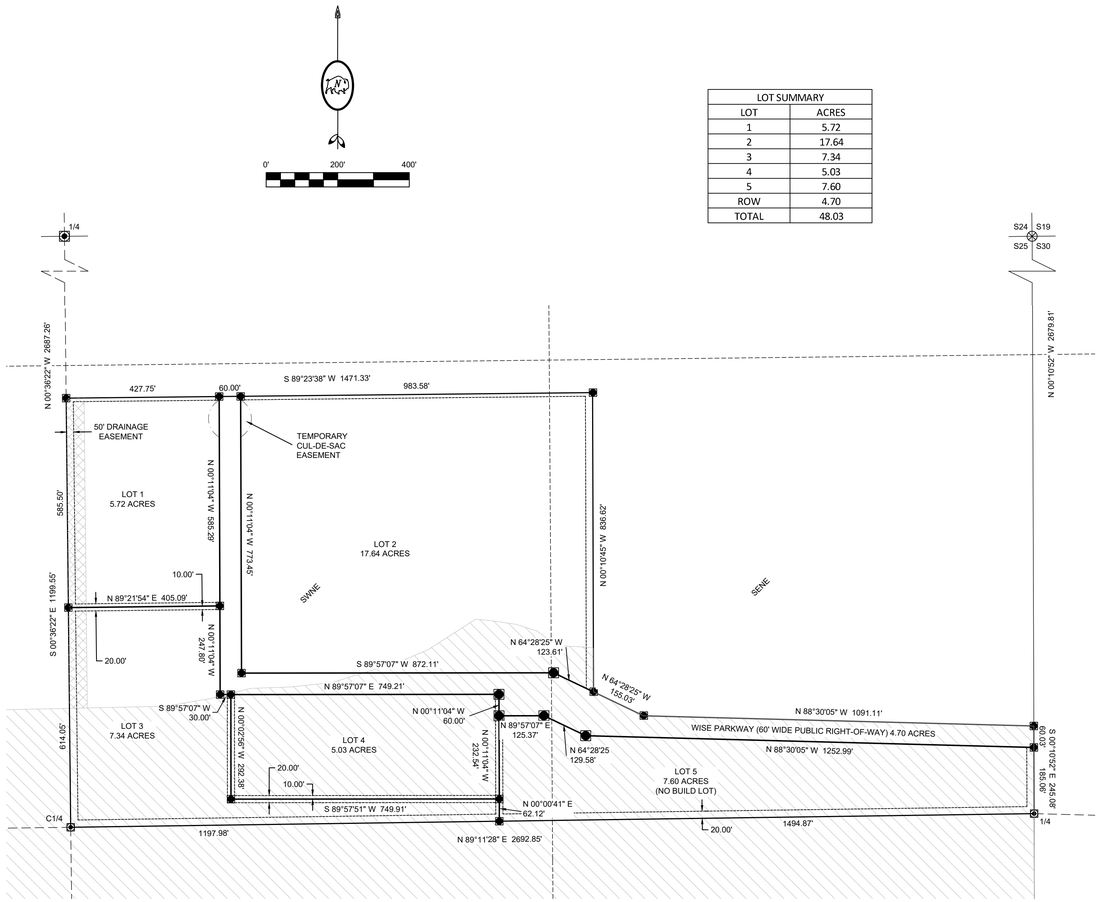
CAMPBELL COUNTY, WY
Department of Public Works
500 S Gillette Ave, Suite 1500
Gillette, WY 82176
307-682-1970

Receipt Number:	21-00004
Payment Date:	2/15/2021
Payment Amount:	$200.00
Payment Method:	Check
Payer Name:	Dove Creek Properties LLC
Payer Address:	PO Box 454, Rozet, WY 827270454
Cashier Name:	Megan Nelms
Check Number	23984

TYPE	DESCRIPTION	AMOUNT
Project Dove Creek Subdivision	Subdivision Application Fee	$200.00
	Total Amount	$200.00
	Total Amount Paid	**$200.00**

DOVE CREEK MINOR SUBDIVISION

LYING IN THE NE1/4 SECTION 25, T.50N., R.70W. OF THE SIXTH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING.



LOT SUMMARY	
LOT	ACRES
1	5.72
2	17.64
3	7.34
4	5.03
5	7.60
ROW	4.70
TOTAL	48.03

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

NO CENTRAL WATER SUPPLY SYSTEM.

NO PROPOSED CENTRALIZED SEWAGE SYSTEM.

FLOOD PLAIN / DRAINAGE NOTES

THE PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY CAMPBELL COUNTY SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, HEIRS, GRANTEES, SUCCESSORS, AND ASSIGNS. THE DRAINAGE EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC AND ENCUMBERS THE ENTIRETY OF LOT 4 & 5. OWNERS OF LOT 4 & 5 SHALL NOT CONSTRUCT OR PLACE ANY STRUCTURE OR BUILDING ON LOT 4 & 5. ON-LOT WASTEWATER SYSTEMS ARE NOT ALLOWED ON LOT 4 & 5.

EXISTING STRUCTURES ON LOT R ARE ENCUMBERED BY A DRAINAGE EASEMENT AND LIE WITHIN THE FLOOD PLAIN. POTENTIAL PURCHASERS SHOULD BE AWARE THAT THESE STRUCTURES MAY BE PRONE TO FLOODING DUE TO THEIR LOW ELEVATIONS.

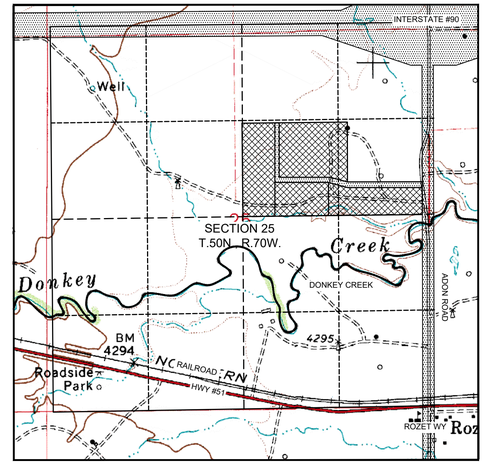
LOT 4 AND 5 ARE ENTIRELY ENCUMBERED BY THE DRAINAGE EASEMENT.

LEGEND

- 3 1/4" BRASS CAP STAMPED LS 366
- 2 1/2" ALUMINUM CAP STAMPED LS 14275
- 1 1/2" ALUMINUM CAP STAMPED LS 14275
- TRUE CORNER LOCATION
- SINGLE POST SIGN
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- QUARTER SECTION LINE
- SIXTEENTH SECTION LINE
- DRAINAGE EASEMENT
- FLOOD PLANE
- TEMPORARY CUL-DE-SAC EASEMENT

TEMPORARY CUL-DE-SAC EASEMENT SHALL REMAIN IN PLACE UNTIL SUCH TIME AS WISE PARKWAY IS EXTENDED TO THE NORTH.

LOCATION MAP
1" = 1000'



OWNER

DOVE CREEK PROPERTIES
P.O. BOX 852
GILLETTE, WY 82717

SURVEY INFORMATION:

SURVEY DATUM - WYOMING STATE PLANE SYSTEM, NAD 83, EAST ZONE 4901.
ADJUSTED TO THE SURFACE BY APPLYING A DATUM ADJUSTMENT FACTOR OF 1.00026496
BASIS OF ELEVATION - NAVD 88.

UNITS - U.S. SURVEY FEET.

CERTIFICATE OF DEDICATION

THE ABOVE OR FOREGOING SUBDIVISION OF DOVE CREEK MINOR SUBDIVISION LYING IN THE NE1/4 OF SECTION 25, T.50N., R.70W. OF THE SIXTH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING, SAID DOVE CREEK MINOR SUBDIVISION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A 2 1/2" ALUMINUM CAP STAMPED LS 14275 MARKING THE CENTER 1/4 CORNER OF SAID SECTION 25;

THENCE N 89°11'28" E, 2692.85 FEET ALONG THE SOUTH LINE OF SAID NE1/4 TO A 2 1/2" ALUMINUM CAP STAMPED LS 14275 MARKING THE EAST 1/4 CORNER OF SAID SECTION 25;

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THENCE N 88°30'05" W, 1091.11 FEET TO A "CAP";

THENCE N 64°28'25" W, 155.03 FEET TO A "CAP";

THENCE N 00°10'45" W, 836.62 FEET TO A "CAP";

THENCE S 89°23'38" W, 1471.33 FEET TO A "CAP";

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EACH "CAP" IS A 1 1/2" ALUMINUM CAP STAMPED LS 14275 AND MOUNTED ATOP A #5 x 24" REBAR.

SAID DOVE CREEK MINOR SUBDIVISION ENCOMPASSES 48.01 ACRES

AS APPEARS ON THIS PLAT, IS MADE WITH FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED IN LOTS, BLOCKS, STREETS AND EASEMENTS AND THAT THE UNDERSIGNED OWNERS AND PROPRIETORS OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DO HEREBY DEDICATE TO THE PUBLIC FOR PERPETUAL PUBLIC USE ALL STREETS, ALLEYS, EASEMENTS AND OTHER LANDS WITHIN THE BOUNDARY LINES OF THE PLAT AS INDICATED AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE. UTILITY EASEMENTS AS DESIGNATED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE FOR INSTALLING, REPAIRING, REPLACING AND MAINTAINING WATER LINES, SEWERS, GAS LINES, ELECTRICAL LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.

ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS _____ DAY OF _____ , _____.

BY: _____
GLENN WISE
DOVE CREEK PROPERTIES L.L.C.

ACKNOWLEDGMENT

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

ON _____ DATE

BY _____

_____ NAME(S) OF PERSON(S)

AS _____ TYPE OF AUTHORITY-OFFICER(S); DIRECTOR(S); TRUSTEE(S); ETC

_____ SIGNATURE OF NOTARIAL OFFICER

_____ TITLE AND RANK

MY COMMISSION EXPIRES: _____

CERTIFICATE OF FILING BY THE CAMPBELL COUNTY CLERK

I HEREBY CERTIFY THAT THE ABOVE PLAT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK THIS _____ DAY OF _____ , _____, AND RECORDED IN PLAT BOOK NUMBER _____ , PAGE NUMBER _____

_____
COUNTY CLERK

_____
DEPUTY

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
) §
COUNTY OF CROOK)

I, MATTHEW GOODSON, OF SUNDANCE, CROOK COUNTY, WYOMING, HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY PERFORMED DURING THE MONTH OF JULY 2020 BY MATTHEW GOODSON FOR WHOSE WORK I STAND PERSONALLY RESPONSIBLE AND THAT THE SURVEY IS ACCURATELY REPRESENTED ON THIS PLAT AND IS SET OUT ON THE GROUND AS SHOWN HEREON.



CERTIFICATE OF APPROVAL BY THE CAMPBELL COUNTY COMMISSIONERS

APPROVED FOR FILING BY THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS IN AND FOR THE COUNTY OF CAMPBELL, STATE OF WYOMING

THIS _____ DAY OF _____ , _____.

_____
CHAIRMAN OF THE BOARD

_____
CLERK OF THE BOARD

ACKNOWLEDGMENT

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

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_____ TITLE AND RANK

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE CAMPBELL COUNTY PLANNING COMMISSION

APPROVED BY THE CAMPBELL COUNTY PLANNING COMMISSION

THIS _____ DAY OF _____ , _____.

_____
CHAIRMAN OF THE PLANNING COMMISSION

_____
CLERK OF THE PLANNING COMMISSION

ACKNOWLEDGMENT

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

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_____ SIGNATURE OF NOTARIAL OFFICER

_____ TITLE AND RANK

MY COMMISSION EXPIRES: _____

PREPARED BY:
BEARLODGE ENGINEERING & SURVEYING
P.O. BOX 130, 420 CLEVELAND STREET
SUNDANCE, WY 82729 (307) 283-3633

B

DOVE CREEK MINOR SUBDIVISION

LYING IN THE NE1/4 SECTION 25, T.50N., R.70W. OF THE SIXTH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING.

20640

DRAWN BY	DATE	SCALE	DRAWER NO.
RJW	1/13/2022	1" = 200'	
REVISED BY	DATE	SHEET	MAP NO.
		1 OF 1	

DEPARTMENT OF PUBLIC WORKS
Building & Planning Division
500 S. Gillette Avenue, Suite 1500
Gillette Wyoming 82716
Phone 307-682-1970 Fax 307-687-6468

1/25/2022

RE: Dove Creek Subdivision and Zoning Request

Legal Description: 50N 69W, 50N 70W / 53 Adon Road, Rozet

Dear Neighboring Landowner:

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

The County Planning Commission will review the Rezoning, Minor Subdivision Final Plat request at their meeting on Thursday, February 17th, at 7 p.m. in the Commissioners' Chambers of the Courthouse, 500 South Gillette Avenue, Gillette, Wyoming.

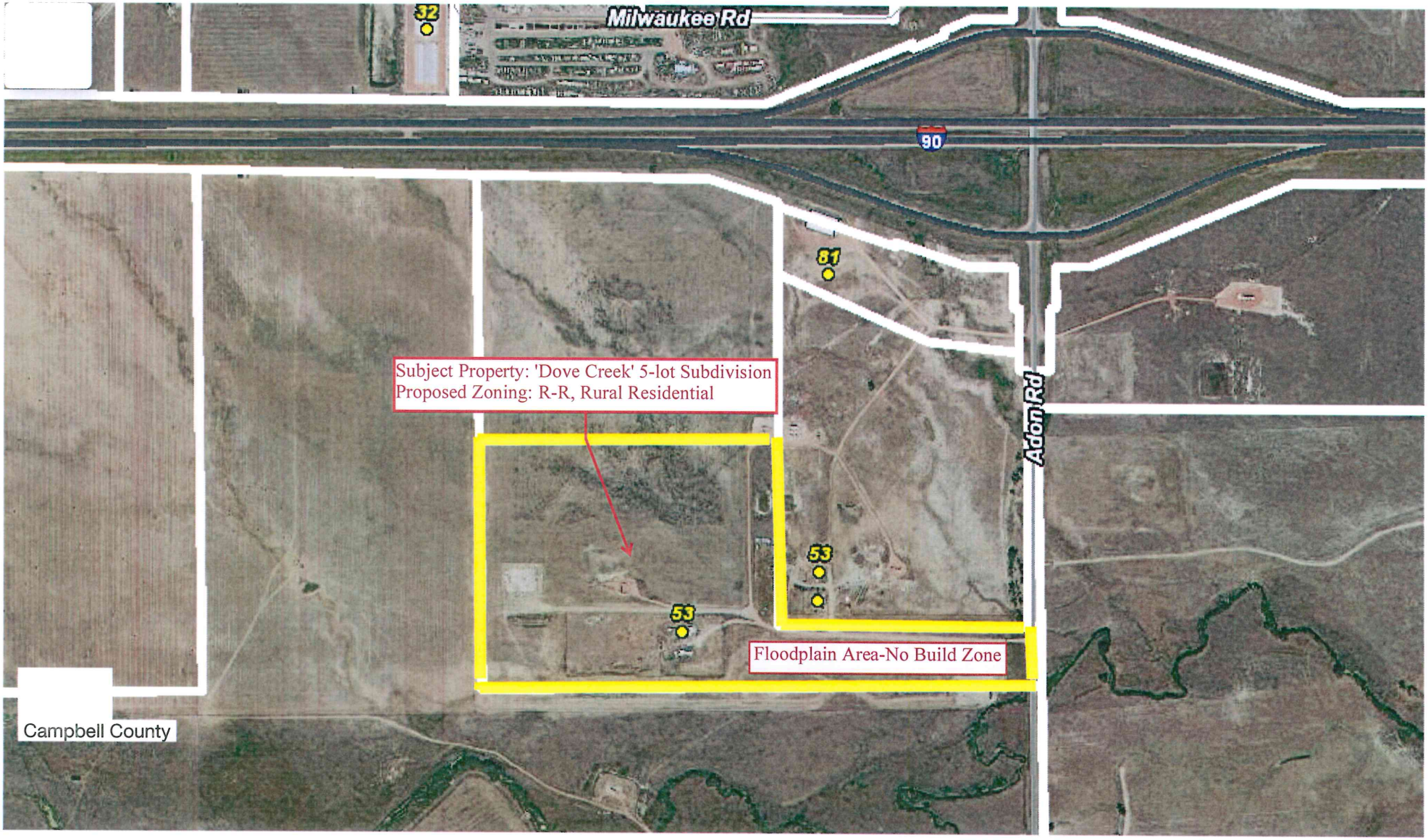
The attached aerial photo shows the proposed project location highlighted in yellow.

If you are unable to attend the meeting and have any comments regarding this proposal, you may send a signed letter or fax to this office, and it will be forwarded to the Commissioners on your behalf. A site plan of the proposed subdivision is enclosed for your review. Please do not hesitate to contact us at 682-1970 if you have questions or comments.

Sincerely,

Sam Proffer
Planner and Zoning Administrator

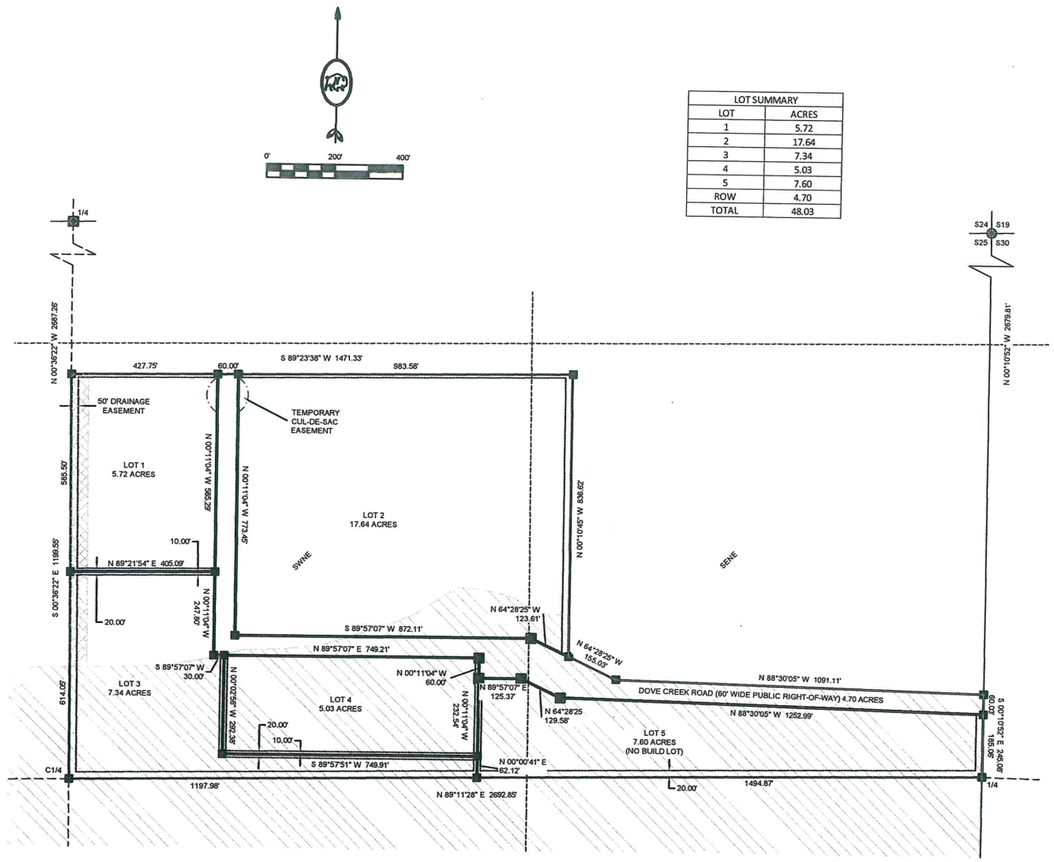
Enclosure: Aerial Map, Subdivision Site Plan



Find addr, street, or lat/long

DOVE CREEK MINOR SUBDIVISION

LYING IN THE NE1/4 SECTION 25, T.50N., R.70W. OF THE SIXTH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING.



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TOTAL	48.03

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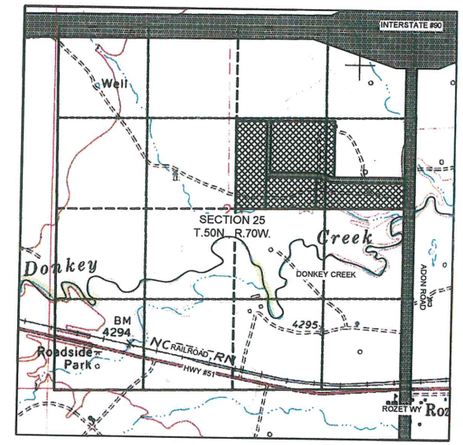
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- TEMPORARY CUL-DE-SAC EASEMENT

TEMPORARY CUL-DE-SAC EASEMENT SHALL REMAIN IN PLACE UNTIL SUCH TIME AS DOVE CREEK ROAD IS EXTENDED TO THE NORTH.

LOCATION MAP
1" = 1000'



OWNER

DOVE CREEK PROPERTIES
P.O. BOX 852
GILLETTE, WY 82717

SURVEY INFORMATION:

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ADJUSTED TO THE SURFACE BY APPLYING A DATUM ADJUSTMENT FACTOR OF 1.000026496
BASIS OF ELEVATION - NAVD 88.

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CERTIFICATE OF FILING BY THE CAMPBELL COUNTY CLERK

I HEREBY CERTIFY THAT THE ABOVE PLAT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK THIS _____ DAY OF _____, _____, AND RECORDED IN PLAT BOOK NUMBER _____, PAGE NUMBER _____.

_____
COUNTY CLERK

_____
DEPUTY

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
) §
COUNTY OF CROOK)

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EXECUTED THIS _____ DAY OF _____, _____.

BY: _____
GLENN WISE
DOVE CREEK PROPERTIES L.L.C.

ACKNOWLEDGMENT

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

ON _____ DATE

BY _____

_____ NAME(S) OF PERSON(S)

AS _____ TYPE OF AUTHORITY (OFFICER, DIRECTOR(S), PARTNER(S), ETC.

_____ SIGNATURE OF NOTARIAL OFFICER

_____ TITLE AND RANK

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE CAMPBELL COUNTY COMMISSIONERS

APPROVED FOR FILING BY THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS IN AND FOR THE COUNTY OF CAMPBELL, STATE OF WYOMING

THIS _____ DAY OF _____, _____.

_____
CHAIRMAN OF THE BOARD

_____
CLERK OF THE BOARD

ACKNOWLEDGMENT

STATE OF WYOMING)
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MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE CAMPBELL COUNTY PLANNING COMMISSION

APPROVED BY THE CAMPBELL COUNTY PLANNING COMMISSION

THIS _____ DAY OF _____, _____.

_____
CHAIRMAN OF THE PLANNING COMMISSION

_____
CLERK OF THE PLANNING COMMISSION

ACKNOWLEDGMENT

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

ON _____ DATE

BY _____

_____ NAME(S) OF PERSON(S)

AS _____ TYPE OF AUTHORITY (OFFICER, DIRECTOR(S), PARTNER(S), ETC.

_____ SIGNATURE OF NOTARIAL OFFICER

_____ TITLE AND RANK

MY COMMISSION EXPIRES: _____

PREPARED BY:
BEARLODGE ENGINEERING & SURVEYING
P.O. BOX 130, 420 CLEVELAND STREET
SUNDANCE, WY 82729 (307) 283-3633

DOVE CREEK MINOR SUBDIVISION

LYING IN THE NE1/4 SECTION 25, T.50N., R.70W. OF THE SIXTH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING.

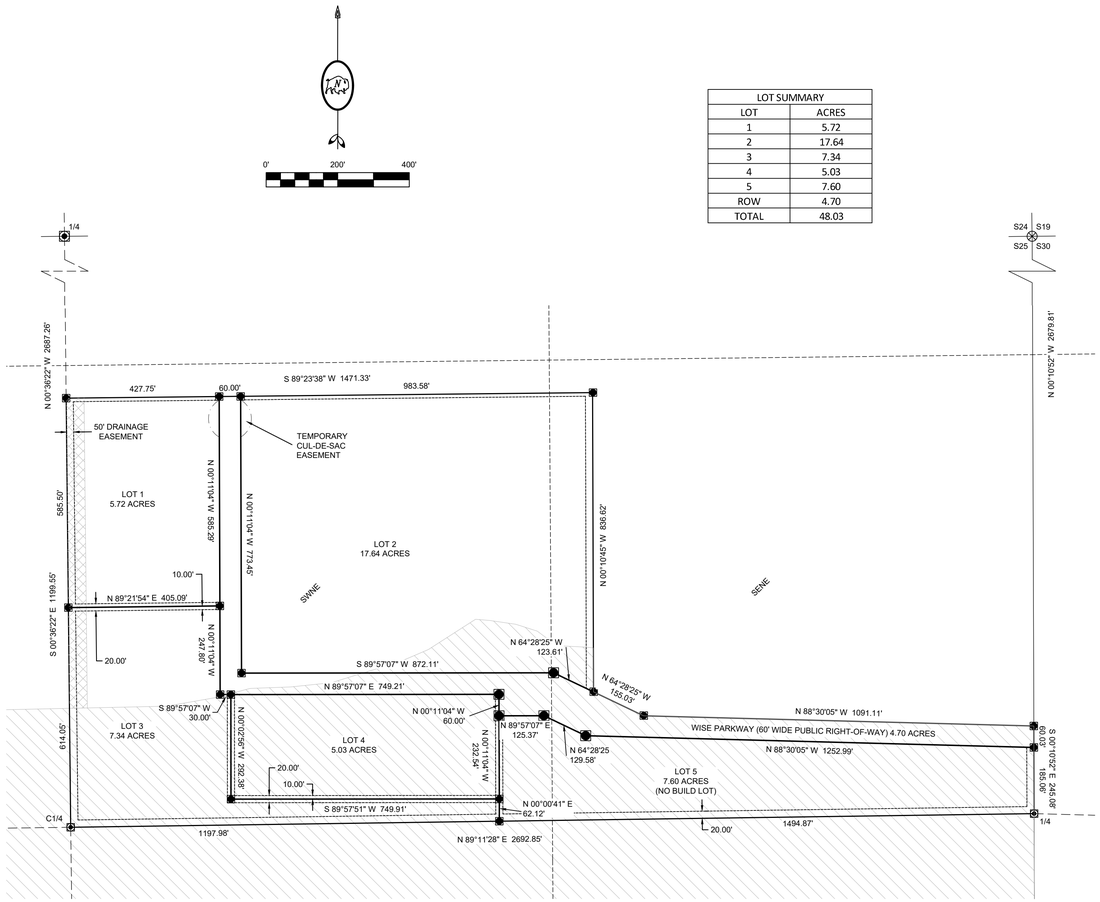
20640

DRAWN BY	DATE	SCALE	DRAWER NO.
RJW	1/13/2022	1" = 200'	
REVISED BY	DATE	SHEET	MAP NO.
		1 OF 1	

Matthew & Shauna Smith	PO Box 68	Rozet	WY	82727
John & Ruth McNally Living Trust	PO Box 26	Rozet	WY	82727
Joel & Dee Williamson	970 Old Sundance Rd	Moorcroft	WY	82721
Burke Jackson	9771 Shady Bend Cir	Lenexa	KS	66227

DOVE CREEK MINOR SUBDIVISION

LYING IN THE NE1/4 SECTION 25, T.50N., R.70W. OF THE SIXTH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING.



LOT SUMMARY	
LOT	ACRES
1	5.72
2	17.64
3	7.34
4	5.03
5	7.60
ROW	4.70
TOTAL	48.03

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

NO CENTRAL WATER SUPPLY SYSTEM.

NO PROPOSED CENTRALIZED SEWAGE SYSTEM.

FLOOD PLAIN / DRAINAGE NOTES

THE PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY CAMPBELL COUNTY SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, HEIRS, GRANTEES, SUCCESSORS, AND ASSIGNS. THE DRAINAGE EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC AND ENCUMBERS THE ENTIRETY OF LOT 4 & 5. OWNERS OF LOT 4 & 5 SHALL NOT CONSTRUCT OR PLACE ANY STRUCTURE OR BUILDING ON LOT 4 & 5. ON-LOT WASTEWATER SYSTEMS ARE NOT ALLOWED ON LOT 4 & 5.

EXISTING STRUCTURES ON LOT R ARE ENCUMBERED BY A DRAINAGE EASEMENT AND LIE WITHIN THE FLOOD PLAIN. POTENTIAL PURCHASERS SHOULD BE AWARE THAT THESE STRUCTURES MAY BE PRONE TO FLOODING DUE TO THEIR LOW ELEVATIONS.

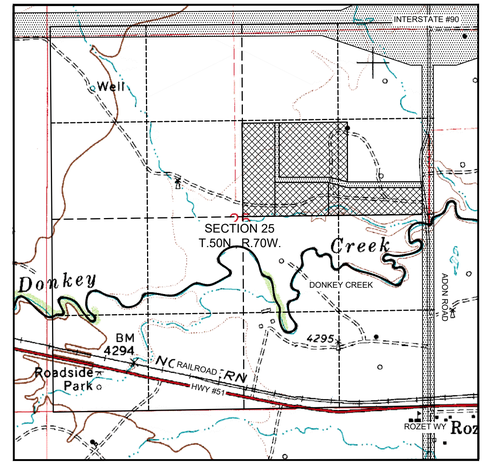
LOT 4 AND 5 ARE ENTIRELY ENCUMBERED BY THE DRAINAGE EASEMENT.

LEGEND

- 3 1/4" BRASS CAP STAMPED LS 366
- 2 1/2" ALUMINUM CAP STAMPED LS 14275
- 1 1/2" ALUMINUM CAP STAMPED LS 14275
- TRUE CORNER LOCATION
- SINGLE POST SIGN
- POINT OF INTERSECTION
- SUBDIVISION BOUNDARY
- SUBDIVISION LOT LINE
- EASEMENT LINE
- SECTION LINE
- QUARTER SECTION LINE
- SIXTEENTH SECTION LINE
- DRAINAGE EASEMENT
- FLOOD PLANE
- TEMPORARY CUL-DE-SAC EASEMENT

TEMPORARY CUL-DE-SAC EASEMENT SHALL REMAIN IN PLACE UNTIL SUCH TIME AS WISE PARKWAY IS EXTENDED TO THE NORTH.

LOCATION MAP
1" = 1000'



OWNER

DOVE CREEK PROPERTIES
P.O. BOX 852
GILLETTE, WY 82717

SURVEY INFORMATION:

SURVEY DATUM - WYOMING STATE PLANE SYSTEM, NAD 83, EAST ZONE 4901.
ADJUSTED TO THE SURFACE BY APPLYING A DATUM ADJUSTMENT FACTOR OF 1.00026496
BASIS OF ELEVATION - NAVD 88.

UNITS - U.S. SURVEY FEET.

CERTIFICATE OF FILING BY THE CAMPBELL COUNTY CLERK

I HEREBY CERTIFY THAT THE ABOVE PLAT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK THIS _____ DAY OF _____ , _____ , AND RECORDED IN PLAT BOOK NUMBER _____ , PAGE NUMBER _____

_____
COUNTY CLERK

_____
DEPUTY

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
) §
COUNTY OF CROOK)

I, MATTHEW GOODSON, OF SUNDANCE, CROOK COUNTY, WYOMING, HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY PERFORMED DURING THE MONTH OF JULY 2020 BY MATTHEW GOODSON FOR WHOSE WORK I STAND PERSONALLY RESPONSIBLE AND THAT THE SURVEY IS ACCURATELY REPRESENTED ON THIS PLAT AND IS SET OUT ON THE GROUND AS SHOWN HEREON.



CERTIFICATE OF DEDICATION

THE ABOVE OR FOREGOING SUBDIVISION OF DOVE CREEK MINOR SUBDIVISION LYING IN THE NE1/4 OF SECTION 25, T.50N., R.70W. OF THE SIXTH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING, SAID DOVE CREEK MINOR SUBDIVISION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A 2 1/2" ALUMINUM CAP STAMPED LS 14275 MARKING THE CENTER 1/4 CORNER OF SAID SECTION 25;

THENCE N 89°11'28" E, 2692.85 FEET ALONG THE SOUTH LINE OF SAID NE1/4 TO A 2 1/2" ALUMINUM CAP STAMPED LS 14275 MARKING THE EAST 1/4 CORNER OF SAID SECTION 25;

THENCE N 00°10'52" W, 245.08 FEET ALONG THE EAST LINE OF SAID NE1/4 TO A "CAP";

THENCE N 88°30'05" W, 1091.11 FEET TO A "CAP";

THENCE N 88°30'05" W, 1091.11 FEET TO A "CAP";

THENCE N 64°28'25" W, 155.03 FEET TO A "CAP";

THENCE N 00°10'45" W, 836.62 FEET TO A "CAP";

THENCE S 89°23'38" W, 1471.33 FEET TO A "CAP";

THENCE S 00°36'22" W, 1199.55 FEET ALONG THE WEST LINE OF SAID NE1/4 TO THE POINT OF BEGINNING.

EACH "CAP" IS A 1 1/2" ALUMINUM CAP STAMPED LS 14275 AND MOUNTED ATOP A #5 x 24" REBAR.

SAID DOVE CREEK MINOR SUBDIVISION ENCOMPASSES 48.01 ACRES

AS APPEARS ON THIS PLAT, IS MADE WITH FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED IN LOTS, BLOCKS, STREETS AND EASEMENTS AND THAT THE UNDERSIGNED OWNERS AND PROPRIETORS OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DO HEREBY DEDICATE TO THE PUBLIC FOR PERPETUAL PUBLIC USE ALL STREETS, ALLEYS, EASEMENTS AND OTHER LANDS WITHIN THE BOUNDARY LINES OF THE PLAT AS INDICATED AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE. UTILITY EASEMENTS AS DESIGNATED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE FOR INSTALLING, REPAIRING, REPLACING AND MAINTAINING WATER LINES, SEWERS, GAS LINES, ELECTRICAL LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.

ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS _____ DAY OF _____ , _____ .

BY: _____
GLENN WISE
DOVE CREEK PROPERTIES L.L.C.

ACKNOWLEDGMENT

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

ON _____ DATE

BY _____

_____ NAME(S) OF PERSON(S)

AS _____ TYPE OF AUTHORITY-OFFICER(S); DIRECTOR(S); TRUSTEE(S); ETC

_____ SIGNATURE OF NOTARIAL OFFICER

_____ TITLE AND RANK

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE CAMPBELL COUNTY COMMISSIONERS

APPROVED FOR FILING BY THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS IN AND FOR THE COUNTY OF CAMPBELL, STATE OF WYOMING

THIS _____ DAY OF _____ , _____ .

_____
CHAIRMAN OF THE BOARD

_____
CLERK OF THE BOARD

ACKNOWLEDGMENT

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

ON _____ DATE

BY _____

_____ NAME(S) OF PERSON(S)

AS _____ TYPE OF AUTHORITY-OFFICER(S); DIRECTOR(S); TRUSTEE(S); ETC

_____ SIGNATURE OF NOTARIAL OFFICER

_____ TITLE AND RANK

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE CAMPBELL COUNTY PLANNING COMMISSION

APPROVED BY THE CAMPBELL COUNTY PLANNING COMMISSION

THIS _____ DAY OF _____ , _____ .

_____
CHAIRMAN OF THE PLANNING COMMISSION

_____
CLERK OF THE PLANNING COMMISSION

ACKNOWLEDGMENT

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

ON _____ DATE

BY _____

_____ NAME(S) OF PERSON(S)

AS _____ TYPE OF AUTHORITY-OFFICER(S); DIRECTOR(S); TRUSTEE(S); ETC

_____ SIGNATURE OF NOTARIAL OFFICER

_____ TITLE AND RANK

MY COMMISSION EXPIRES: _____

PREPARED BY:
BEARLODGE ENGINEERING & SURVEYING
P.O. BOX 130, 420 CLEVELAND STREET
SUNDANCE, WY 82729 (307) 283-3633

B

DOVE CREEK MINOR SUBDIVISION

LYING IN THE NE1/4 SECTION 25, T.50N., R.70W. OF THE SIXTH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING.

20640

DRAWN BY	DATE	SCALE	DRAWER NO.
RJW	1/13/2022	1" = 200'	
REVISED BY	DATE	SHEET	MAP NO.
		1 OF 1	

OFFICE
601 4J Court, Suite D
PO Box 2577
Gillette, WY 82717-2577
Phone: 307-682-1824
Fax: 307-682-3813
www.cccdwy.net

CAMPBELL COUNTY
CONSERVATION DISTRICT

BOARD OF SUPERVISORS
Richard Hauber, Chair
Jaime Tarver, Vice-Chair
Keith Eisenbraun, Sec/Treas.
Jeffrey Boardman
Brandon Price

November 17, 2021

Jerril G. (Sam) Proffer
Planning & Zoning Administrator
Campbell County, WY
500 S. Gillette Ave.
Suite 1500
Gillette, WY 82716

Memorandum - Dove Creek Subdivision Review

The Campbell County Conservation District has reviewed the Soil Report for the proposed Dove Creek Subdivision prepared by Kenny Rathbun (Bearlodge Engineering) dated March 29, 2021, as required by the Memorandum of Understanding between the Campbell County Conservation District and the Campbell County Department of Public Works and Wyoming State Statute 185-306(xii)(e)(b).

The Campbell County Conservation District hereby provides the following comments and recommendations to be considered by Campbell County as part of the subdivision review process;

- The proposed subdivision is located adjacent to Donkey Creek, which is designated by the Wyoming Department of Environmental Quality as a Category 3B, Impaired Water for *E. coli*, with an approved TMDL.
- Most soils within the proposed subdivision are rated as some form of "limited" for septic tank absorption fields. The District recommends percolation tests be completed by the applicant prior to approval to verify soil suitability for standard septic systems. If the percolation test(s) do not support standard septic systems, the District recommends alternative design(s) for wastewater disposal.
- The District recommends annual septic tank monitoring and maintenance as a best management practice to prevent wastewater spills and overflows.

The District encourages the County to share this memorandum with the subdivision applicant. Furthermore, the District may be used as a reference for future natural resource concerns and technical assistance.

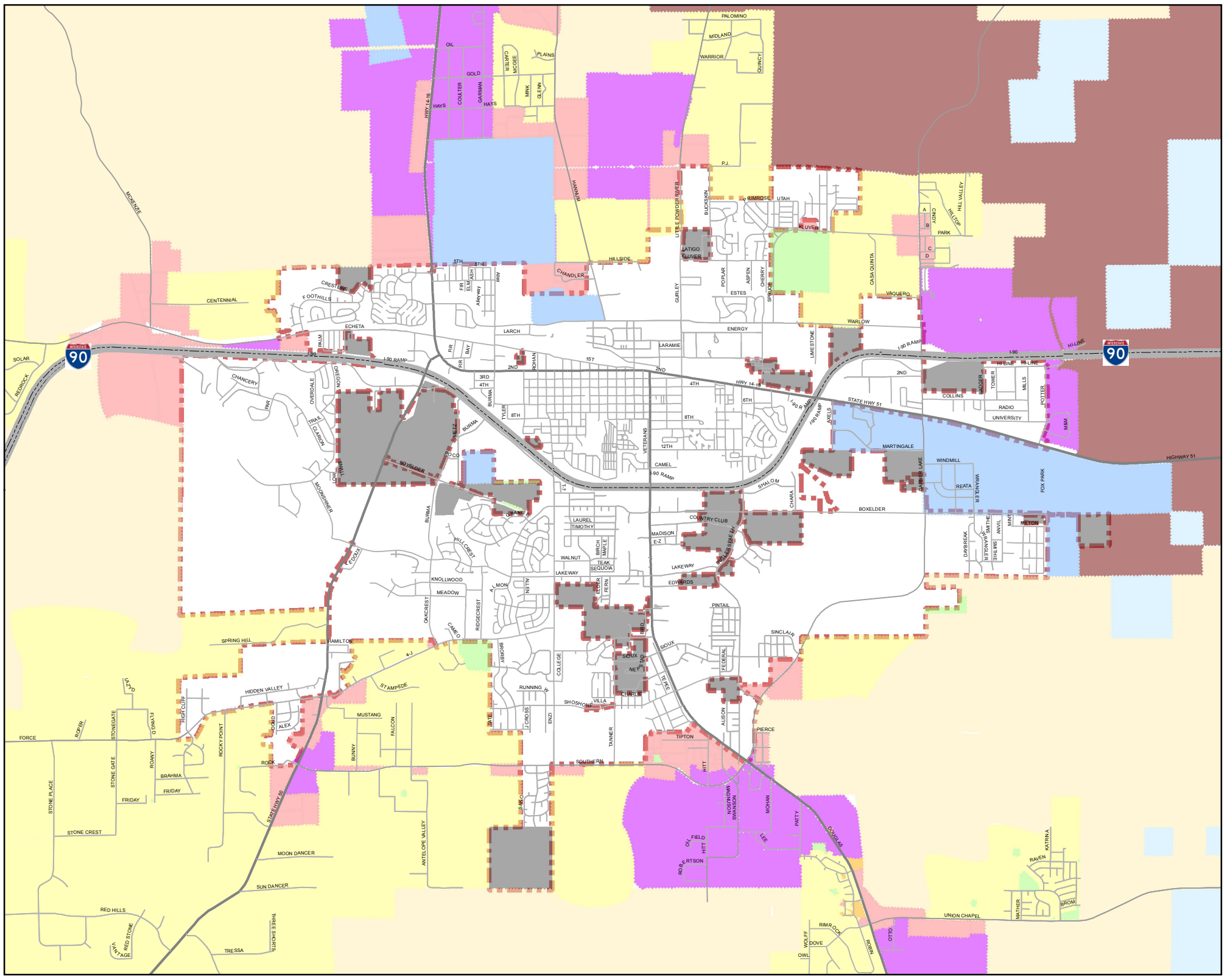
A copy of this memorandum will be retained in our files and will be available to the public upon request.

Richard Hauber, Chair

Campbell County
wyoming

CAMPBELL COUNTY
2013 Future Land Use

Campbell County
wyoming



West Gillette

Southeast Gillette

Rozet Area

Wright Area

Future Land Use Categories

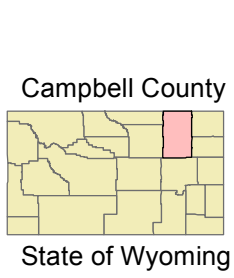
- City Infill
- Commercial
- Federal/State/Public
- High Density Residential
- Industrial
- Mining
- Parkland/Infrastructure
- Public Facilities
- Residential
- Rural General
- City Limits

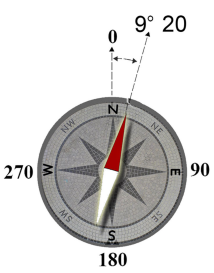
Additional Map Information

Future Land Use categories shown on this map were created through a public input process during the development of the 2013 Campbell County Comprehensive Plan Update. This map is made available to the public by the County and is not a legally recorded map or survey and is not intended to be used as such.

This map is created from compiled records, spatial information, and data from various sources. The source data may contain errors.

Campbell County shall not be liable for any damages or claims that arise out of the user's access to, or use of this map. This map is provided as reference only and should not be relied upon without reviewing the Official Future Land Use Map kept in the Public Works, Planning Division. This Future Land Use Map is a generalization that is not updated daily. Maps can be pruchased in full size copies or small copies or by obtaining a .shp or .lyr file from the Planning Division





Campbell County's future...today

Leave Your Mark

COMPREHENSIVE PLAN 2013

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole- foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures.** Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) zone 13. The **horizontal datum** was NAD83, GRS1980 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum.** For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov/ or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC- 3, #9202
1315 East- West Highway
Silver Spring, MD 20910- 3282

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713- 3242,** or visit its website at http://www.ngs.noaa.gov/.

Base map information shown on this FIRM was provided by the City of Gillette, Town of Wright, and State of Wyoming GIS department. The coordinate system used for the production of the digital FIRM is Universal Transverse Mercator Zone 13N, referenced to North America Datum of 1983 and GRS 80 speriod, Western Hemisphere

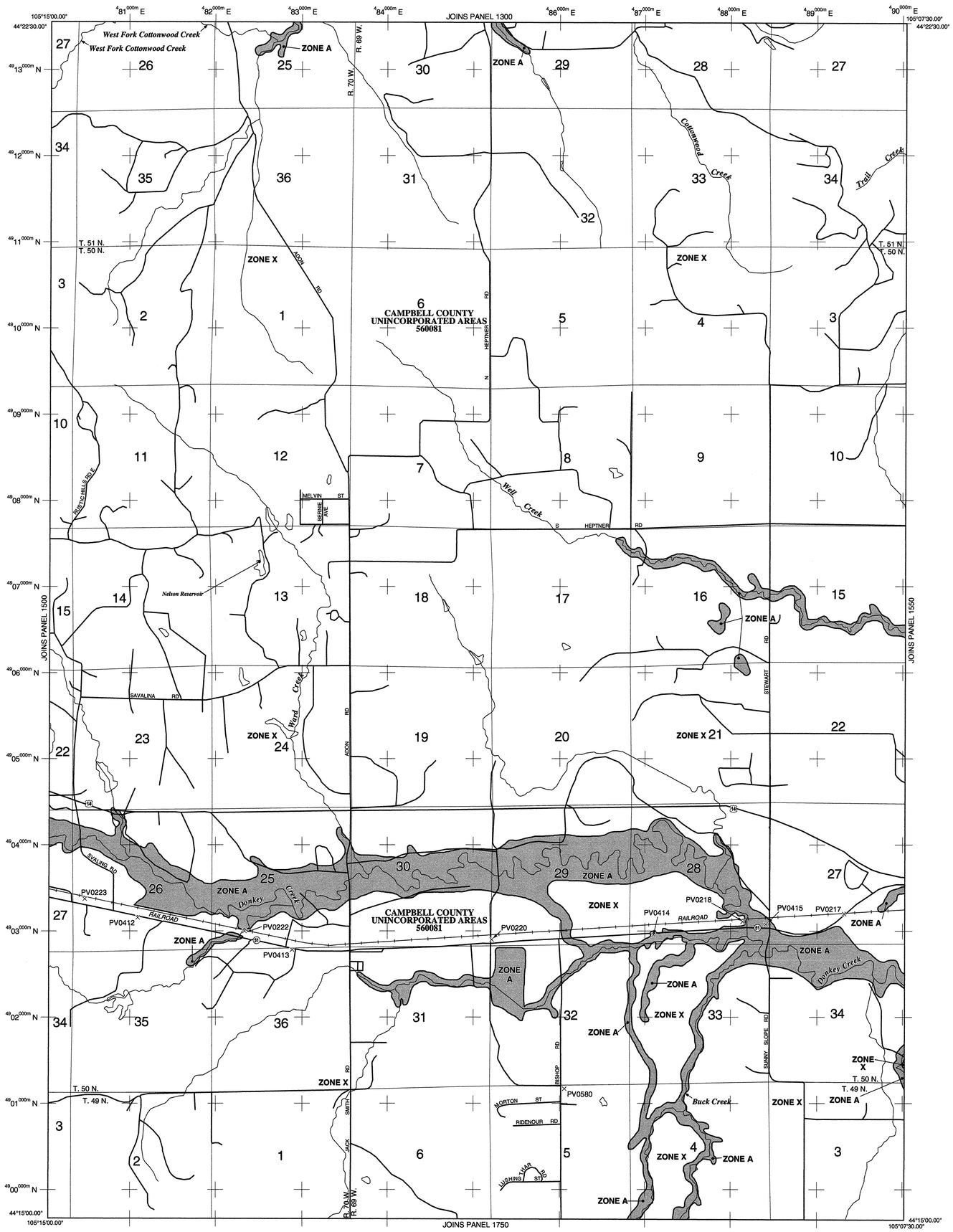
This map reflects more detailed and up- to- date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables *in the Flood Insurance Study report (which contains authoritative hydraulic data)* may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de- annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1- 800- 358- 9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, *a Flood Insurance Study report,* and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1- 800- 358- 9620 and its website at http://www.msc.fema.gov/.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1- 877- FEMA MAP** (1- 877- 336- 2627) or visit the FEMA website at http://www.fema.gov/.



LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- Floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988 (NAVD 88)

- A — A — Cross section line
- 23 — 23 — Transect line
- 97°07'30", 32°22'30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)
- 4275000mN — 1000-meter Universal Transverse Mercator grid ticks, zone 13
- 6000000 M — 5000-foot grid ticks: New York State Plane coordinate system, east zone (FIPSZONE 3101), Transverse Mercator
- DX5510 — Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 — River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP
January 2, 2008
EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1- 800- 638- 6620.

MAP SCALE 1" = 2000'
1000 0 2000 4000 FEET
600 0 600 1200 METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 1525D

FIRM
FLOOD INSURANCE RATE MAP
CAMPBELL COUNTY, WYOMING
AND INCORPORATED AREAS

PANEL 1525 OF 3125
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
CAMPBELL COUNTY	560081	1525	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
56005C1525D

EFFECTIVE DATE
JANUARY 2, 2008

Federal Emergency Management Agency

LOT 1
6.12 ACRES

LOT 2
19.48 ACRES

LOT 3

Z:4285.38
Z:4285.09
Z:4285.02
Z:4284.61
Z:4285.20
Z:4286.02
Z:4286.09
Z:4288.76
Z:4289.17
Z:4288.76
Z:4288.13
Z:4295.82
Z:4289.45

THE HATCHED AREA IS THE FEMA 100-YEAR FLOODPLAIN TAKEN FROM THE FEMA FIRMETTE MAPPING FOR THIS SITE. ANNOTATIONS ALONG THE NORTH BOUNDARY OF THE FLOOD FRINGE ARE SURVEYED GROUND ELEVATIONS ALONG THAT FLOODPLAIN BOUNDARY LINE.

LOT 3
7.50 ACRES

LOT 4
5.02 ACRES

Professional Engineer (Civil)
Kenneth C. Rathbun
6211
Date 12 / 15 / 2021
WYOMING

DOVE CREEK SUBDIVISION
FEMA FLOOD FRINGE - GROUND ELEVATIONS

REVISIONS:

SCALE:
1" = NTS

DRAWN BY:
KR

JN: 20640

Prepared By:
BEARLODGE ENGINEERING & SURVEYING
P.O. Box 130, 420 Cleveland St., Sundance, WY 82729 (307) 283-3633
216 West Main Street, Newcastle, WY 82701 (307) 746-2828

DATE:
12/15/2021

SHEET NO.
1 of 1

Case No. 21.01 COMP Dove Creek Subdivision Minor Final Plat
Dove Creek Properties / Josh Pierce & Bear Lodge Engineering

Commissioner Jordan introduced the case and asked staff to present. Megan Nelms presented the case and recommended approval of the request pending completion of all planning considerations. Ms. Nelms did note that she had received a revised plat just prior to this meeting and so the case sheet had not been updated to reflect that. All Commissioners had been given a copy.

Commissioner Jordan asked if there were any public comments received for the case? Ms. Nelms stated there were not.

Commissioner Jordan asked if any of the Commissioners or any audience members had any other questions or comments on the case. Mr. Pierce stated there had been several updates since the planning considerations had been drafted. He stated that one of their concerns was with lot 4 (or Lot R on the old plat). He stated that they would like to keep that as a 5-acre lot. When the property was being purchased the gentleman currently living there had requested to retain that 5-acres, and they fenced it off in an agreement with him and that was actually part of why this whole subdivision came about, to give the gentleman his 5-acres. There was a survey done previously, but apparently it was never filed, so technically Dove Creek Properties still owns his land. They are trying to get him his land back and those 5-acres had just gone off the corner posts from his current fence line.

Additionally, the Southern fence line is below the legal property line. Because of this they are maintaining that this will still wind up being a flag lot. Commissioner Siebenaler asked if there was a way to reconfigure the lines and still end up with 5-acres. Glenn Wise (owner of Dove Creek Properties) approached. He said that when he originally purchased the property, they went to the gentleman still living there and measured and fenced off his five acres. The previous owners were supposed to complete ownership transfer prior to Dove Creek purchasing the property, but that did not happen. Therefore, Dove Creek ended up purchasing the entire 90-acres, instead of 85-acres, and they are doing their best to get the ownership transferred back to the gentleman in question. Mr. Wise noted that it would just be a cost burden on them and that the owner wanted the 5-acres as originally fenced.

Commissioner Jordan stated that the Commission is always concerned with flag lots. Mr. Wise said that he is using the property to give opportunities to his employees to purchase a parcel of land at a reasonable rate. He also stated that the employees that are currently interested in purchasing this land are all good with how the parcels are divided.

Commissioners Jordan and Averett voiced their concern over future property owners and whether they would contest the fence line placement. Commissioner Averett confirmed with Mr. Pierce and Mr. Wise that they would not have a problem with future owners if they wanted to move the fence line to the legal property line. Commissioner Averett asked if the potential buyers of the Lots 1-3 were planning on putting homes on the lots.

Mr. Pierce stated that was the case with Lots 1 & 2, and that the potential buyer of Lot 3 was aware that a home would have to be placed on the north end, because it does have property on the flood plain. Commissioner Jordan voiced concern about future buyers of Lot 3 not being aware of the flood plain restriction and having a very small spot to put a home, outbuilding and septic system. Mr. Wise noted that they had already built up a pad on that lot to ensure proper drainage. Mr. Pierce stated that most potential buyers would be using a bank and/or realtor and they would most likely pull up the FEMA flood map when looking at the property and therefore the buyer would be aware.

Commissioner Jordan voiced another concern with public right-of-way access. Mr. Pierce asked if it had to be a public right-of-way, or could it be an easement dedicated to the public, which is their preference. Commissioner Jordan deferred to Ms. Nelms regarding the question of public access right-of-way and an easement dedicated to the public. She stated that the planning staff had visited with the applicant and recommended that they hold firm to the right-of-way and take that all the way to the end of the property line; not necessarily build another road, but just to be sure that odd sliver on the North side is not left out. Commissioner Siebenaler asked for confirmation that this was a requirement of the subdivision process. Ms. Nelms affirmed that in the Chapter 6 rules, public access easements are not allowed. Ms. Nelms conceded that they all agree it is a “unique” property, but states that Staff is firm on their recommendation that there is a dedicated right-of-way all the way to the property line.

Mr. Pierce noted that they were essentially backed into a corner with their only options being either build the road in a new spot, at the costs of tens of thousands of dollars, or extend the existing road from a 60-foot road to an approximately 150-foot road. He proceeded to ask if there were any other solutions. Commissioner Siebenaler asked if the applicants know the owner of the property to the North and would they be interested in purchasing the small sliver of land and incorporating it into their property.

Commissioner Jordan asked for any additional suggestions or comments. Commissioner Averett noticed that closer to the interstate there is another access coming off the Adon Road and asked if that was a right-of-way. Mr. Pierce noted that it was for a well that was located there.

Commissioner Jordan asked if they should wait to decide until the property to the North has sold. Mr. Pierce asked that if the Commission’s proposal is for the applicant to visit with the buyer/seller of the property to the North to see if they were interested in purchasing that additional sliver of land, would that result in the need to be resurveyed and how would that process look? Ms. Nelms stated that they could potentially do a boundary-line adjustment and that would be between the applicant and the new owner to the North as to the cost. Or if the new owner was interested in a subdivision, possibly going together on that project.

Resolution reached is to have Dove Creek work on the right-of-way and sliver of land with the new owners to the North and in return, they get to keep their flag lot. Mr. Wise agreed that they could pursue this avenue. Ms. Nelms stated that Staff was in favor of

tabling this proposal until the next meeting, which would give Staff and Commissioners a chance to review the changes that were submitted just prior to the meeting, as well as to give the applicants time to visit with the new owners of the property to the North. Mr. Pierce asked if he would have to readvertise in the newspaper and Ms. Nelms said he would not.

Commissioner Jordan asked for a motion to table this case. Commissioner Siebenaler moved to table the case and Commissioner Averett seconded.

Voting was as follows:

Bob Jordan	Yes
Kurt Siebenaler	Yes
Harry Averett	Yes
Motion Carried	3/0

Case No. 21.02 COZ Dove Creek Subdivision Zoning
Dove Creek Properties / Josh Pierce & Bear Lodge Engineering

Ms. Nelms stated that with the Dove Creek Final Plat case being tabled, the zoning case will be held until next meeting.

Case No. 21.01 SA Proposed Amendments to Chapter 6 Subdivision Regulations

Commissioner Jordan introduced the case and asked Staff to present an overview. Ms. Nelms stated that Staff has finalized the amendments to Chapter 6 and these are being completed in conjunction with updates to the Chapter 4 Rules Regulating Construction. These mostly consisted of requirements for community water systems that were removed from Chapter 4 as they were already in Chapter 6. There are also some minor revisions to definitions to provide clarity and ease of use. The Board of County Commissioners put the amendments out for a 45-day public comment period and a public hearing has been set for July 7, 2021. An open house was held on May 19th and an additional open house will be held on May 27th at the library at 6pm. Per State Statue the Planning Commission shall review and recommend the amendments to the Chapter 6 Subdivision Regulations for approval to the Board of County Commissioners. With that, Staff recommends that the Planning Commission recommend approval. There were no attendees in the audience to comment.

Commissioner Jordan asked if there were any comments or questions from the Board. There were none. Commissioner Jordan asked for a motion to approve the amendments. Commissioner Siebenaler motioned. Commissioner Averett seconded.

Voting was as follows:

Bob Jordan	Yes

Kurt Siebenaler	Yes
Harry Averett	Yes
Motion Carried	3/0

New Business:
Ms. Nelms stated that the next meeting would be June 17th, 2021. She also stated that there are two positions on the Planning Commission coming open. Commissioner Jordan's position will be open for renewal as well as Commissioner Matlick's position.

Adjournment

There being no further business to come before the Board, Commissioner Jordan adjourned the meeting at 8:03 p.m.

_____
Chairman Hildebrand, Planning Commission Chairman
wb

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

500 South Gillette Avenue
Suite 1400
Gillette, Wyoming 82716

Campbell County
wyoming

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

Dove Creek Subdivision

Minor Final Plat

May 20th, 2021

Planning Commission Meeting **Board of Commissioners Meeting**
May 20, 2021

Applicant: Dove Creek Properties/Glenn Wise **Case Number:** 21.01 COMP

Agent: Josh Pierce & Bearlodge Engineering

Summary: The applicants are proposing to subdivide 50.24 acres into 5 lots, ranging from 5.03 to 19.49-acres in size.

Legal Description: NE¼, Section 25, T50N, R70W

Location: The property is located on the west side of Adon Road, just south of the I-90 interchange.

Current Zoning: Unzoned

Proposed Zoning: R-R (Rural Residential)
A-L (Agriculture)

Existing Land Use: There is an existing home on proposed Lot R

Adjacent Land Use: North: Vacant grassland (Unzoned)
South: Vacant grassland (Unzoned)
East: Residences on large acreage (Unzoned)
West: Vacant grassland (Unzoned)

Water Source: Individual water wells

Wastewater: Individual septic systems

PLANNING CONSIDERATIONS:

1. Revise the plat in accordance with Chapter 6 Rules:
    a. The road must be dedicated as a 60' public right-of-way
    b. Name the road
    c. All property lines/boundaries should be bold, solid lines
    d. Use a different line type for easement boundaries
    e. Lots should be numbered 1-5
    f. Discuss drainage easement delineation – why are there 2 separate line types?
    g. Make the line hatching more transparent

2. Complete revisions to the On-Lot well Report
    a. Revise the Disclosure Statement to provide information regarding water in the subdivision

3. Add a statement to the plat face regarding proposed Lot R being entirely encumbered by the drainage easement.

4. Reconfigure proposed Lot J so it is not a flag lot. The 62' should be included in Lot R.

5. Submit plans, obtain all permits and inspections, and submit as built plans for the construction of the access road (to be named):
    a. Show a temporary turnaround easement where the ROW will end
    b. Complete compaction testing on the roadway prior to any gravel material
    c. Place a stop and street sign at the intersection with Adon Rd.
    d. Place a curve sign at the corner near lots M & J, if determined necessary

6. Revise the Drainage Report, per County Engineering

7. Provide a receipt or documentation demonstrating that electric service has been provided by PRECorp to each lot

8. Revise the preliminary Disclosure Statement to state the following:
    a. ROADS – Access is from BLANK ROAD, as dedicated on the Dove Creek Subdivision plat. Maintenance and snow removal of BLANK RD is the responsibility of individual lot owners.
    b. WATER SUPPLY – No water is provided to the subdivision. Obtaining water will be the responsibility of individual property owners. A report by a licensed Engineer is on file with the Campbell County Public Works office, which addresses the safety and adequacy of installing on lot wells in this subdivision.
    c. SEWAGE DISPOSAL – Individual septic systems will be the responsibility of individual property owners. A report by a Licensed Engineer is on file with the Campbell County Public Works office which addresses the safety and adequacy

of installing on lot sewage disposal systems in this subdivision.

d. ZONING – Prior to purchase, prospective buyers should contact the Campbell County Planning & Zoning Division to verify permitted uses of the lot they intend to purchase and the permitted uses of lots and land surrounding their proposed lot.
e. BUILDING CODES – Builders are required to meet codes adopted by Campbell County. Permits are available at the Campbell County Building Division office.
f. ELECTRICITY – Electric service exists at each lot line from PRECORP as made available by the developer. Construction of service from the lot line to dwelling is the responsibility of the buyer. Prospective property owners should check with PRECORP on the actual construction charges prior to purchase within the subdivision.
g. FLOODPLAIN – Insert the language from the statement on the plat face regarding no structures or sewage infrastructure on Lot D2 as well as the floodplain on Lot R.

   "Existing structures on Lot R are encumbered by a Drainage Easement and lie with in the flood plain. Potential purchasers should be aware that these structures may be prone to flooding due to their low elevations."
h. The signatory line needs person and title signing for Dove Creek Properties and the notary statement.

9. Cosmetic Changes to the plat:
   a. Make the title bigger
   b. The title should be consistent across the plat
   c. Add a lot summary to the face of the plat

10. Standard Planning Considerations:
   a. Owners and Encumbrance Report (three months' old)
   b. Consent to Subdivide
   c. Proof of placement of the Disclosure Statement signage
   d. Submit the plat in a digital format

11. Surveying revisions:
   a. Use the same legal description across the plat. Is it the S½NE¼ or just NE¼?
   b. In the dedication, check the distances and bearings to ensure they match the map
   c. Verify the closure of the entire property
   d. The distances in the survey shown don't match the overall length on the south line.
   e. Verify the bearing on the west boundary
   f. The distance along the north boundary does not match the description.

12. Submit a Subdivision Improvements Agreement providing for the construction and

payment of all, or part of, required public improvements for review and approval by the County Engineer, at a later date if applicable

13. Provide an irrevocable letter of credit in an amount not less than 125% of the estimated cost of the unfinished improvements, at a later date if applicable

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Staff Recommendation:
Staff recommends APPROVAL of the minor plat upon completion of all planning considerations.

Planning Commission Recommendation:

DISCLOSURE STATEMENT

For

DOVE CREEK SUBDVISION

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

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

1. Roads
   Access is from Adon Road. Wise Parkway is constructed within the subdivision which maintenance and snow removal responsibility will be the responsibility of the homeowners.
2. Water Supply
   No water is provided to the subdivision. Obtaining water will be the responsibility of individual property owners. A report by a licensed engineer is on file with the Campbell County Public Works office, which addresses the safety and adequacy of installing on lot wells in this subdivision.
3. Sewage Disposal
   Each homeowner will be responsible for installing a private septic. A report by a licensed engineer is on file with the Campbell County Public Works office which addresses the safety and adequacy of installing on lot sewage disposal systems in this subdivision.
4. Restrictive Covenants
   There are no restrictive covenants.
5. Homeowners Association fees or Improvement and Service District
   There is no homeowners association or improvement and service district.
6. Garbage Disposal
   Garbage disposal will be the responsibility of the property owner.
7. Telephone Service
   Telephone service will be the responsibility of each property owner. Prospective property owners should check with the Telephone Service on the actual construction charges prior to purchase within this Subdivision.
8. Cable Television Service
   Cable service will be the responsibility of each property owner. Prospective property owners should check with Cable Television Service on the actual construction charges prior to purchase within this Subdivision.
9. Road and Traffic Control Signs
   All road and traffic control signs will be the responsibility of the homeowners.
10. Culverts and Drainage
    Per Campbell County Subdivision Regulations, Section 12(d) (XIX), Culverts shall be installed at street intersections and driveways where cross drainage is necessary. Culvert Sizes shall be adequate to accommodate a 25 year, 24 hour frequency storm run-off on local streets and a 50 year frequency storm runoff on collector and major streets. However, in no case shall they be less than 18 inches in diameter of an equivalent pipe arch cross-sectional area. A minimum of 18 inches shall be maintained over all culverts. Homeowners will be responsible for installation and maintenance of access improvements.
11. Zoning
    Prior to purchase, prospective buyers should contact Campbell County Building Department to verify permitted use of the lot they intend to purchase and the permitted uses of the lots and land surrounding their proposed lot.
12. Fire Protection
    Fire protection is provided by the Campbell County Fire Department. The fire department requires that the

street address of each property in the subdivision be prominently displayed at the individual approaches to the roadway. Response time for fires within the subdivision is estimated to be 10 minutes.

13. Building Codes
    Builders are required to meet the Plumbing, Electrical, Septic, Building, and Fire Codes adopted by the County. Permits are available at the Public Works office.
14. Electricity
    Electricity for this subdivision area is served by Powder River Energy Corporation. Electrical service shall be installed to each lot line. Prospective lot owners should check with Powder River Energy Corporation on construction charges within the lot line prior to purchase within this subdivision.
15. Postal Service
    Postal service is available upon petition to the Post Office by the individual property owners.
16. Mineral Rights
    Fee Interest in mineral ownership is not held a s part of the surface ownership. New surface owners should be aware that upon purchase of any land there are existing surface use agreements which may result in the drilling and production of oil and gas upon said land.
17. Soils
    General soils information for this subdivision is available through the local soils conservation district. No detailed soils investigation has been performed. It is recommended individual soils investigations be done at each location of any proposed structures.
18. Wildlife
    The immediate area of the proposed subdivision is Mule Deer yearling and American Pronghorn Antelope yearling range. Prospective purchasers of lots should be aware that damage to ornamental shrubs, trees, and gardens can be anticipated that tye should be prepared to protect these tiems with fences and/or repellant sprays. Wyoming Game and Fish does not pay for damages for ornamental shrubs and trees.
19. Easement
    No permanent structures shall be constructed in the easements.
20. Floodplain
    Owners of Lot 5 shall not construct or place any structure or building on Lot 5. On-Lot wastewater systems are not allowed on Lot 5. Existing structures on Lot 4 are encumbered by a drainage easement and lie within the floodplain. Potential purchasers should be aware that these structures may be prone to flooding due to their low elevations.

BE ADVISED THAT CAMPBELL COUNTY, WYOMING ASSUMES NO LIABILITY BY VIRTURE OF THIS DISCLOSURE STATEMENT. CAMPBELL COUNTY HAS REQUIRED THIS DISCLOSURE STATEMENT IN ITS SUBDIVISION APPROVAL PROCESS SOLELY FOR THE PURPOSE OF INFORMING THE CONSUMER. CAMPBELL COUNTY DOES NOT IN ANY MANNER WARRANT OR GUARANTEE TO THE CONSUMER THAT THE AFOREMENTIONED STATEMENTS CONTAINED WITHN THE DISCLSOURE STATEMENT ARE FACTUAL AS REPRESENTED. BE FURTHER ADVISED THAT THE PROPER RECOURSE FOR SHORTCOMINGS IN THE ABOVE DESCRIBED IMPROVEMENTS LIES BETWEEN THE CONSUMER AND THE DEVELOPER WHO MADE THIS DISCLOSURE STATEMENT.

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

IN TESTIMONY WHEREOF, the undersigned owners have caused these presents to be signed;

_____
Dove Creek Properties, LLC

STATE OF WYOMING)

) ss.

COUNTY OF CAMPBELL)

Subscribed and sworn before me on this _____ day of _____, 2021 by Glen Wise, managing member of Dove Creek Properties LLC, as a free and voluntary act and deed.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires: _____

Approved for filing by the Campbell County Planning Commission on this _____ day of _____, A.D., 2021

_____ _____

Chairperson Clerk of the Board

Approved for filing by the undersigned Board of County Commissioners in and for the County of Campbell, State of Wyoming, this _____ day of _____, A.D., 2021.

_____ _____

Member Member

_____ _____

Member Member

_____ _____

Chairperson Clerk of the Board

Campbell County Government

GENERAL LICENSE

Parties: The Parties to this License are _____, hereinafter referred to as LICENSEE, whose address is _____

and CAMPBELL COUNTY GOVERNMENT and its Road and Bridge Department, whose address is 5901 Hannum Road, Gillette, WY 82716, or Campbell County Public Works, whose address is 500 S. Gillette Avenue, Gillette, WY 82716, hereinafter referred to as COUNTY.

Purpose of License Request: The LICENSEE is planning the construction of _____

_____

_____

hereinafter referred to as FACILITY.

License Location: (Attach aerial photo or topographic map identifying location of proposed License)

Section:_____ Township:_____ Range:_____

GPS Coordinates: (Dec.deg.) Entering R/W Latitude_____ (Dec. deg.): Longitude_____

(Dec.deg.) Exiting R/W Latitude_____ (Dec.deg.): Longitude_____

(GPS Datum NAD/83 accuracy to approximately 30')

County Road Name or Publicly Dedicated Street/Road Name _____

_____

License Type

- ☐ "A" LICENSES: Infrastructure to be placed in COUNTY-controlled rights-of-way (i.e. pipelines, utilities, signs, etc.). **County Road and Bridge will process Type A Licenses**
- ☐ "B" LICENSES: Overhead lines or structures to be placed over COUNTY-controlled rights-of-way. **County Road and Bridge will process Type B Licenses**
- ☐ "C" LICENSES: Underground lines (bores) to be placed across and under COUNTY-controlled rights-of-way. **County Road and Bridge will process Type C Licenses**
- ☐ "D" LICENSES: New approaches onto COUNTY-controlled rights-of-way. **County Road and Bridge will process Type D Licenses.**
- ☐ "E" LICENSES: Infrastructure to be placed in publicly-dedicated rights-of-way other than County-controlled (i.e. gas lines in subdivision roads, etc.). **County Public Works will process Type E Licenses.**

LICENSEE Contact

Name:_____ Phone Number:_____

COUNTY hereby grants a License upon property the COUNTY acquired for and/or utilized in the operation and maintenance of a COUNTY road, to LICENSEE, subject to the following stipulations:

1. The FACILITY will be placed in a manner conforming to recognized standards, applicable federal, state, or local laws, codes, ordinances, and regulations; in the location shown on the attached "Exhibit A"; and as directed by the COUNTY. Placing the FACILITY in a location other than originally approved without obtaining prior COUNTY approval by submitting a revised "Exhibit A", may void the license.

2. Any future alterations, modifications, or removals of the FACILITY within the public right-of-way, required and requested by the COUNTY, shall be completed without delay. Adjustments will be accomplished at no expense to the COUNTY, unless otherwise provided for by law.

3. The license grants permission for the LICENSEE to occupy a portion of the right-of-way controlled by the COUNTY. This permission is limited by the type of controlling interest held by the COUNTY. Responsibility to satisfy any other fee (deeded) interest rests with the LICENSEE.

4. This license will not be modified, transferred, or assigned without the written consent of the COUNTY. This license does not allow for installation of additional facilities, nor does this license set aside a strip of land of specific width for the exclusive use by the LICENSEE.

5. Attached to this license is a map, topographic map, or plan sheet(s) labeled "Exhibit A", dated _____, which clearly shows the FACILITY's alignment, grade, vertical and horizontal clearances, type of material, operating pressure and/or capacity, property ties, as well as dimensions from the proposed FACILITY to the roadway and/or right-of-way line, which by this reference is made a part thereof. For aerial crossing Licenses, Exhibit A shall show at a minimum the low sag design clearance above the high point of the roadway. For buried highway crossing License, Exhibit A shall show at a minimum the depth of the FACILITY relative to natural ground, roadway drainage ditch, and the roadway template as well as the proposed casing type and method of installation. Pipelines require plan sheets, preferably with aerial photo backgrounds, showing proposed alignment and appurtances. The maximum sheet size for the Exhibit A sheet(s) shall be 11” x 17”.

6. The LICENSEE agrees to the standards for traffic control as outlined in the "Manual on Uniform Traffic Control Devices". Standards developed by the LICENSEE may be substituted for the cited manual provided they have been approved by the County Engineer. The LICENSEE must cease all operations if they do not comply with traffic control standards. Traffic control plans and road closure plans may be required by the County for approval prior to starting any work on the street right-of-way.

7. The LICENSEE agrees to forever indemnify the COUNTY and save it harmless from all liability for damages to property, or injury to death of persons, including all costs and expenses related thereto, arising wholly or in part, or in connection with the existence, construction, alteration, repair, renewal, use, or removal of the FACILITY by the LICENSEE or his agents, for those facilities located within the COUNTY right-of-way described or noted herein.

8. Specific construction considerations may be attached to this form by the COUNTY. The LICENSEE agrees to incorporate the applicable requirements into the design of the FACILITY and assures compliance with these requirements during the construction of the FACILITY. Non-compliance will void this permit.

9. The LICENSEE is required to notify the COUNTY in writing to cancel and/or nullify an issued license if the described FACILITY is to be abandoned in place, will be removed, or will not be constructed. The COUNTY will determine if abandonment in place will hinder the COUNTY's future operations and if the FACILITY must be removed at the time of abandonment.

10. This license will be null and void if construction of the described FACILITY does not commence within six (6) months of approval, unless prior arrangements have been made specifying a specific construction period. This license shall be null and void if the described FACILITY is not in use for a period of eighteen (18) months or longer, and the LICENSEE may be required to remove the FACILITY.

11. Based upon the complexity, construction methods or other concerns, the COUNTY may require part-time or full-time inspector(s) to the LICENSEE's project. The cost of such inspection will be at the sole expense of the LICENSEE.

12. The LICENSEE waives all claims against the COUNTY for any loss, damage or injury sustained to property of LICENSEE which is installed on COUNTY right-of-way under this agreement due to ordinary negligence of COUNTY or its employees.

13. The LICENSEE is hereby advised that any work operation in the vicinity of electric power lines shall be in compliance with W.S. 37-3-301 through 37-3-306, titled Wyoming High Voltage Power lines and Safety Restrictions Act, and the LICENSEE is further advised to comply with the provisions W.S. 37-12-301 through 37-12-304, titled Damage to Underground Public Utilities Facilities.

14. This license is issued with the understanding that conventional construction methods like: trenching, plowing, boring, pole setting by truck, etc. will be used. Activities like blasting, erection of poles or structures by helicopter or other other non-conventional methods will require specific prior approval by the COUNTY.

15. LICENSEE shall design, construct, maintain and operate the FACILITY so that it will not interfere with the use of the area subject to this License by the COUNTY. LICENSEE shall restore the surface and any damaged improvements and any disturbed adjacent areas caused by any failure of the design, construction, maintenance or operation of the FACILITY, to a condition comparable to the condition of the disturbed or damaged areas before the failure of the FACILITY.

17. After repair of any asphalt or asphaltic concrete roadways or pathways that are damaged and/or removed as a result of the construction of the FACILITY, the LICENSEE and COUNTY shall meet and document the post-construction condition of the roadway. This data will be used as a baseline to determine future maintenance repairs required of the LICENSEE that result from settlement and/or other means of roadway or pathway failure caused by the failure of the design, construction, maintenance or operation of the FACILITY.

18. No open-trench cutting of a COUNTY-controlled and maintained roadway will be allowed without prior consent of the COUNTY Road and Bridge Director.

19. LICENSEE must call for utility locates prior to installation of any FACILITY.

20. Additional COUNTY Stipulations (COUNTY representative to check those that apply)

Schedules, submittals and notifications (**Applies to all License Types**)

- ☐ As-constructed plans shall be submitted to Campbell County Public Works within 45-days of project completion
- ☐ As-constructed plans shall be submitted to Campbell County Road and Bridge within 45-days of project completion
- ☐ At least 48 hours notice of construction commencement shall be given to Campbell County Road and Bridge
- ☐ LICENSEE shall provide an as-constructed metes and bounds description of the installed pipeline alignment with the as-constructed drawings.
- ☐ LICENSEE shall submit construction schedule to County Road and Bridge prior to commencement of project
- ☐ LICENSEE shall submit a proposed reclamation schedule to County Road and Bridge prior to commencement of project
- ☐ LICENSEE shall submit traffic control plans to County Road and Bridge for any planned roadway disruption at least 10 days prior to the disruption.
- ☐ At the time of this application, LICENSEE shall notify County Road and Bridge of any anticipated COUNTY road closures or disruptions associated with the installation of the FACILITY.
- ☐ Other_____
- ☐ Other_____

Pipelines, roadway bores, roadway open-trench cuts and general underground utilities (**Applies to Type A and C Licenses**)

- ☐ An open-trench method of roadway crossing installation is approved. The trench shall be backfilled to the bottom of the surfacing material with a cement-based flowable fill as approved by the COUNTY Road and Bridge Director.
- ☐ Buried roadway crossing must be accomplished by jacking or boring and must be contained in an approved casing.
- ☐ Buried roadway crossing will be allowed to be uncased if the pipeline material meets the requirements of ASME B31.8 (0.5 design factor, Location Class 3)
- ☐ The trench is to be backfilled and compacted daily, and no open trenches will be allowed to be left overnight.
- ☐ Up to _____' of trench may be exposed at any one time providing appropriate barriers are placed around it.
- ☐ Trench backfill shall be compacted to a minimum of _____% of Modified Proctor.
- ☐ Reclamation of pipeline trenches, bore pits and other vegetation scars within the right-of-way must be complete (see exception for seeding) within _____ days of laying pipeline or completing bore. At no time can more than _____ feet of pipeline trench reclamation be incomplete on any given run of pipe. A COUNTY pathway cannot be out of service for longer than forty-five (45) days.
    - Seeding exception: Reclamation seeding shall not occur from _____ through _____.
- ☐ Depth to top of bore casing must be a minimum of 4 feet below the lowest elevation of the ditch line.
- ☐ Bore casing type and method shall be reviewed by County Road and Bridge Director prior to installation, and must be designed to withstand traffic and roadbed loads. The casing shall be installed in a manner to prevent the formation of a waterway under the roadway, and if used, casing must be installed across the entire portion of the roadway right-of-way.
- ☐ The two ends of the bore casing must be marked at the right-of-way line as directed by the County Road and Bridge Director.
- ☐ Pipeline trench cannot encroach onto slope between shoulder and ditch.
- ☐ Other_____
- ☐ Other_____

Roadway approaches (**Applies to Type D Licenses**)

- ☐ Approaches onto COUNTY-controlled roadways must be built to at least the minimum standards as outlined on the attached Exhibit, including but not limited to the following:
  1. No water will be allowed to run onto the COUNTY-controlled and maintained roadway from the approach roadway.
  2. An 18" minimum diameter culvert must be installed under the approach if warranted. COUNTY will determine if a larger culvert is required. In this case, COUNTY has required that you install a _____" diameter culvert.
  3. The approach must have an all-weather aggregate (similar material to existing roadway surface, _____required) for gravel roadways and a paved surfacing for paved roadways.
  4. The approach must provide a minimum of 500' of sight distance in each direction.
     a. Actual sight distance _____ and _____ reviewed by _____
  5. Standard approach width is _____'. COUNTY reserves the right to require a wider approach depending on the intended use of the approach. In this case, COUNTY requires a _____' wide approach.
- ☐ Provide photographs looking each direction down County Road from the proposed approach location
- ☐ Other_____
- ☐ Other_____

Overhead/aerial roadway crossings (**Applies to Type B Licenses**)

- ☐ Based on the electrical power line voltage of _____kV, the minimum low sag clearance above high point of road shall be _____ feet. (per W.S. 37-3-303 and using 18' base height). At no time will a low sag clearance be less than 24 feet.
- ☐ LICENSEE shall provide verification of the as-constructed minimum low sag clearance above the high point of the road within 45-days of completion of installation.
- ☐ All anchor and pole locations must be installed outside of COUNTY-controlled right-of-way.
- ☐ Other_____
- ☐ Other_____

Sign or Pole structures (**Applies to Type A Licenses**)

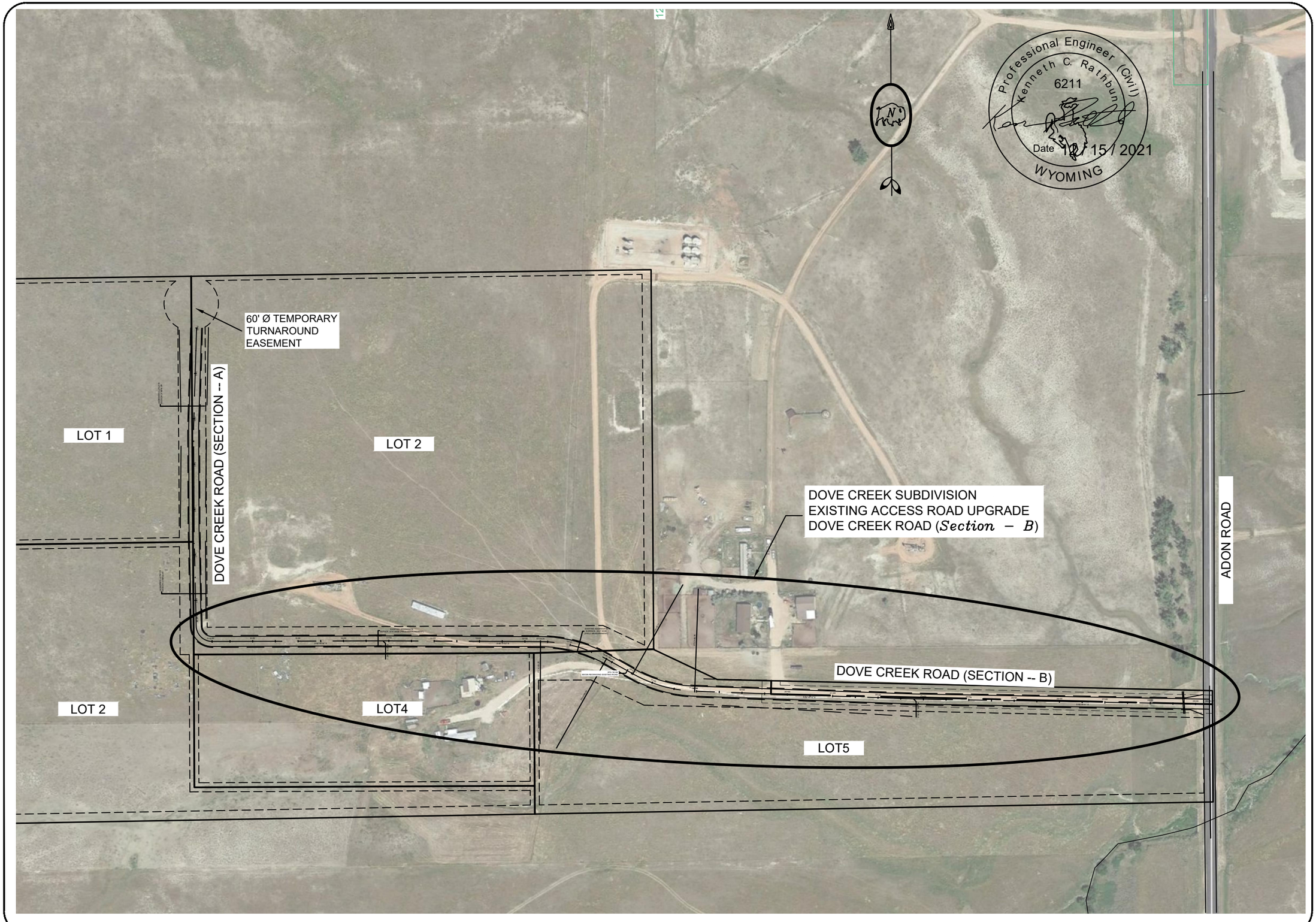
- ☐ Signs and sign posts placed within the right-of-way must meet minimum Rural District Detail standards per the Wyoming Department of Transportation (WYDOT). Details must show edge distance, height, break-away post size, sign support details and break-away post drill hole details at minimum.
- ☐ Light posts within ROW must meet _____
- ☐ Other_____

General (**Applies to all License Types**)

- ☐ No materials or equipment will be stockpiled or parked within right-of-way and/or within 30' of roadway shoulder
- ☐ No work may be conducted from the roadway surface
- ☐ All dirt and debris shall be swept from COUNTY paved roadways and COUNTY pathways on a daily/weekly/bi-weekly/monthly basis during construction
- ☐ Revegetation seed mix must be approved by the County Road and Bridge Director prior to reclamation.
- ☐ Work conducted within _____' of roadway shoulder will require jersey barrier placement

The undersigned, LICENSEE/Owner of the FACILITY, hereby accepts this License, subject to the terms and conditions stated herein.

ITEM	LICENSEE/Owner	Campbell County (COUNTY)
COMPANY NAME:		Campbell County Government
BY: (Sign)		
BY: (print name)		
TITLE		
DATE:		
ADDRESS		N/A
ADDRESS:		N/A
PHONE:		



Professional Engineer (Civil)
Kenneth C. Rathbun
6211
Date 10 / 15 / 2021
WYOMING

DOVE CREEK SUBDIVISION
EXISTING ACCESS ROAD UPGRADE
DOVE CREEK ROAD (*Section – B*)

REVISIONS:

SCALE:
1" = 200'

DRAWN BY:
KR

JN: 20640

Prepared By:
BEARLODGE ENGINEERING & SURVEYING
P.O. Box 130, 420 Cleveland St., Sundance, WY 82729 (307) 283-3633
216 West Main Street, Newcastle, WY 82701 (307) 746-2828

DATE:
05/06/2021

SHEET NO.
1 of 9

Dove Creek Minor Subdivision On-Lot Well/Sanitary Sewer Report

OWNER/DEVELOPER:

DOVE CREEK PROPERTIES, LLC

P.O. BOX 454

ROZET, WY 82727

ENGINEER:

KENNY RATHBUN P.E.# 6211

P.O. BOX 130

SUNDANCE, WY 82729

DATE: 6 JANUARY, 2022 (revised)



SITE LOCATION

The proposed subdivision is located within a portion of the S1/2NE1/4, Section 25, T.50N., R.70W, 6th Principal Meridian, Campbell County, Wyoming. The proposed subdivision is not located within the joint city/county planning district. The Adon County road runs along the east side of the subdivision and I90 is located north of the site. There is a 60-foot-wide Access & Utility Easement that provides access to the subdivision lots.

FEASIBILITY

Proposed flows within the subdivision were calculated using DEQ regulations. Each lot will have an approximate sewage flow of 550 gallons per day (assuming usage equivalent to a 4-bedroom home) as defined in Campbell County septic regulations., and this is assuming a four-bedroom residence is being built on the lot. Existing water uses include stock tanks and residential services are shown herein in Appendix B. This property is outside the City of Gillette's Joint Planning Boundary. Therefore, the city will not supply a connection point to the water & sewer systems. The proposed subdivision is located outside of the boundary for the Regional Water System's Designated Service Area.

The existing uses for the land are residential and agricultural. The only water uses on this property are residential water and small agricultural use. The soil type that was identified by NRCS is mainly Soil Group B, and on-site observation of the soil type is a fine sandy soil type. As the soil map below in Figure 1A indicates, the soil in this subdivision is somewhat limited to very limited when it comes to septic tank absorption fields. The NRCS Soil profile indicates these limitations are due to slow water movement across the property, depth of bedrock and possible flooding.

Lots 3 and 4 have very limited and somewhat limited soil types within the property. On-lot septic systems should not be constructed in soil classified as very limited.

Percolation tests have not been conducted and will not be conducted for this report. Percolation tests are recommended and the purchaser or the seller is responsible.

Lots are big enough in area that the proper separation distance between leach fields can be met. Lot purchasers will be responsible for ensuring their individual sewer systems meet all separation requirements as defined by WYDEQ and Campbell County. All lots have a natural grade that is less than 15%. New individual sewer system with a septic tank and leach field will not be permitted within the FEMA flood zone. The existing septic system on Lot 4 is grandfathered in, but no modification will be allowed.

FEMA's (Federal Emergency Management Agency) flood map shows the flood zone for this subdivision covering Lots 4 and 5 entirely and part of Lot 3 as shown in Figure 3C. The NRCS soil profile includes a flooding frequency class for this subdivision as "none", except for a small triangle in the very southeast corner of Lot 5 that appears to be in the Donkey Creek Channel. This information clearly contradicts the FEMA flood mapping as can be seen by comparing Figure 3A (NRCS) and Figure 3C (FEMA). The owner may elect to have a LOMA (Letter of Map Amendment) done in the future to address this discrepancy, and thereby properly determine the location of the 100-year flood plain boundaries.

ON-LOT WELL REPORT

We've defined expected water needs for the minor subdivision by determining average day demand based on 2.7 persons per household and 203 gpd/person. For each of the five lots, design water demands are as follows:

Average Day Demand	550.0 gpd
Maximum Day Demand (x 2.77)	1523.5 gpd
Maximum Hour Demand (x 4.00)	2200.0 gpd

To determine reasonable expectations for groundwater sources, we've done a search of groundwater filings through the State Engineer's e-permit system and find several wells completed over the years in Section 25, all within approximately ½ mile of the subdivision. A location map showing the wells on record with the SEO, including formation (aquifer) depth and yield information is included in Appendix B, Figures 4A and 4B. Figure 4C includes the SEO completion report (UW6) for ech of the wells shown on the location map (Figure 4A). These previously drilled well records indicate groundwater adequate for the purposes of small lot development such as the Dove Creek Minor Subdivision is available beneath the site. Well yields from 10 to 25 gpm (permitted yield based on well completion reports, UW6) are available in a water bearing formation that exists beneath 126 to 345 feet below the surface (varies based on location). There is a second water bearing formation lying beneath the first formation that increases yield of wells completed in both formations (production zones) to 60 – 100 gm. This lower formation is separated from the upper formation with a confining layer being from 20 – 60 feet thick. The SEO records show wells drilled and completed in both production zones have a total depth to the bottom of the lower production zone in the 282' to 382' range, again depending on location. There is one deep well in the section completed in several zones from 1988 – 2670 feet below the surface, with a permitted yield of 60 gpm. It appears unlikely a lot owner would need to drill to this deeper formation for suitable water.

There are no water quality results available for these wells. Uses vary from domestic and stock water to construction water for highway construction, and there is no indication in the available records that any of these wells have problems that would indicate unsuitability for potable use.

The question arises as to where or not the soils at the site are an adequate separation between anticipated septic systems and the groundwater formations. Soil types shown on the well completion reports (UW6 forms) indicate silty sand from the surface to approximately 30' deep,

with clay and shale layers interspersed with occasional sandy or coal streaks from that point to the top of the upper water bearing formation.

The NRCS soil characteristic maps indicate the surface soils are somewhat limited for septic systems due to slow water movement (this will likely result in slow percolation rates for septic drain fields).

The prevalence of clay / shale formations between the surface and the upper-most water bearing formation, along with the likelihood of slow percolation rates and the mandatory 100' separation between wells and septic systems is more than adequate protection to insure no impacts to the groundwater from septic systems on the five lots.

This minor subdivision will not use or affect any existing surfaces or groundwater rights. The City of Gillette's Regional Water System's DSA includes part of Rozet North of the old Hwy 14/16. This development is ½ mile outside (north of) that DSA.

APPENDIX A – NRCS Soils Atlas Data

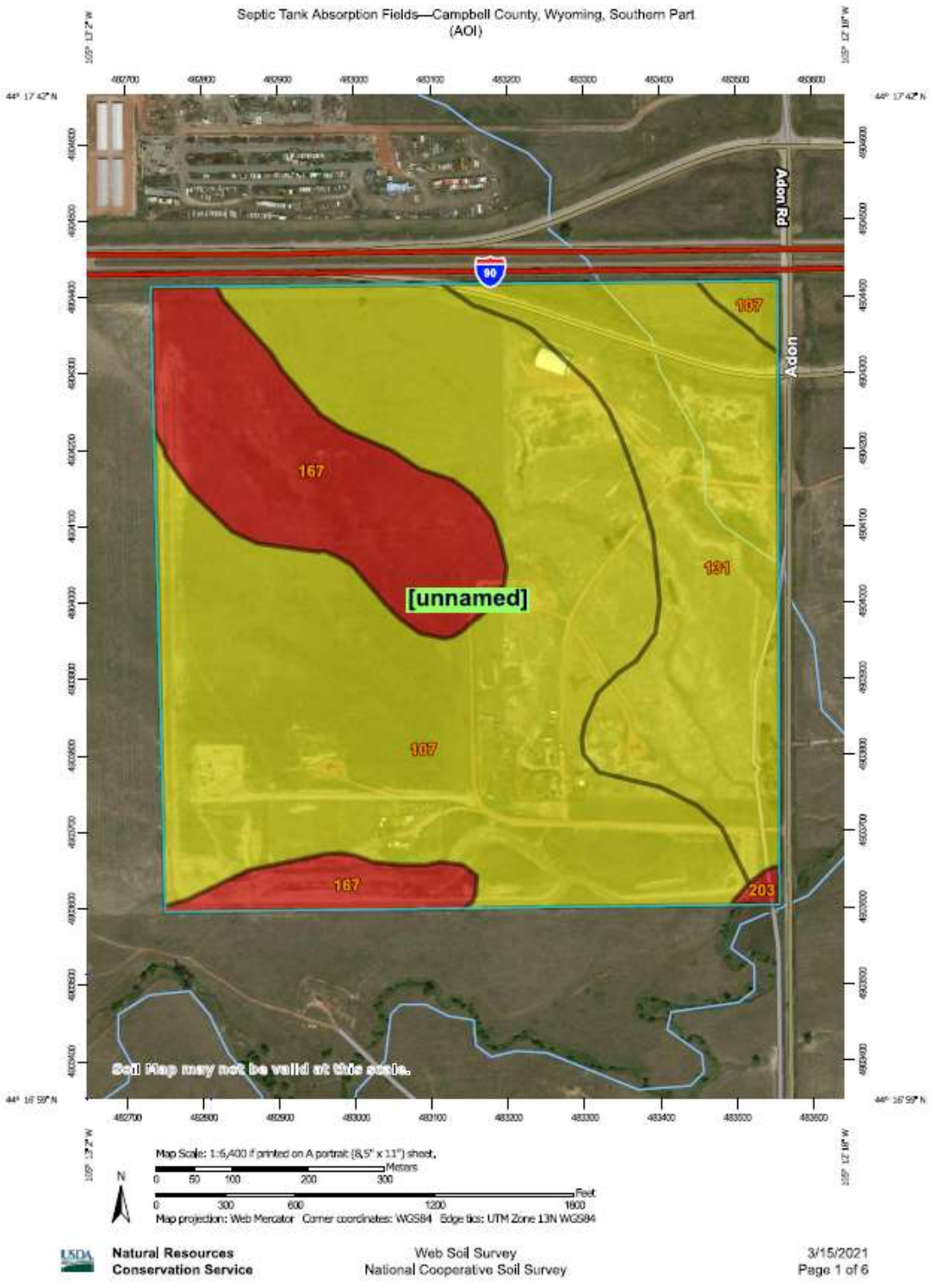


Figure 1A is a soil rating map for septic tank absorption fields.

Septic Tank Absorption Fields—Campbell County, Wyoming, Southern Part
(AOI)

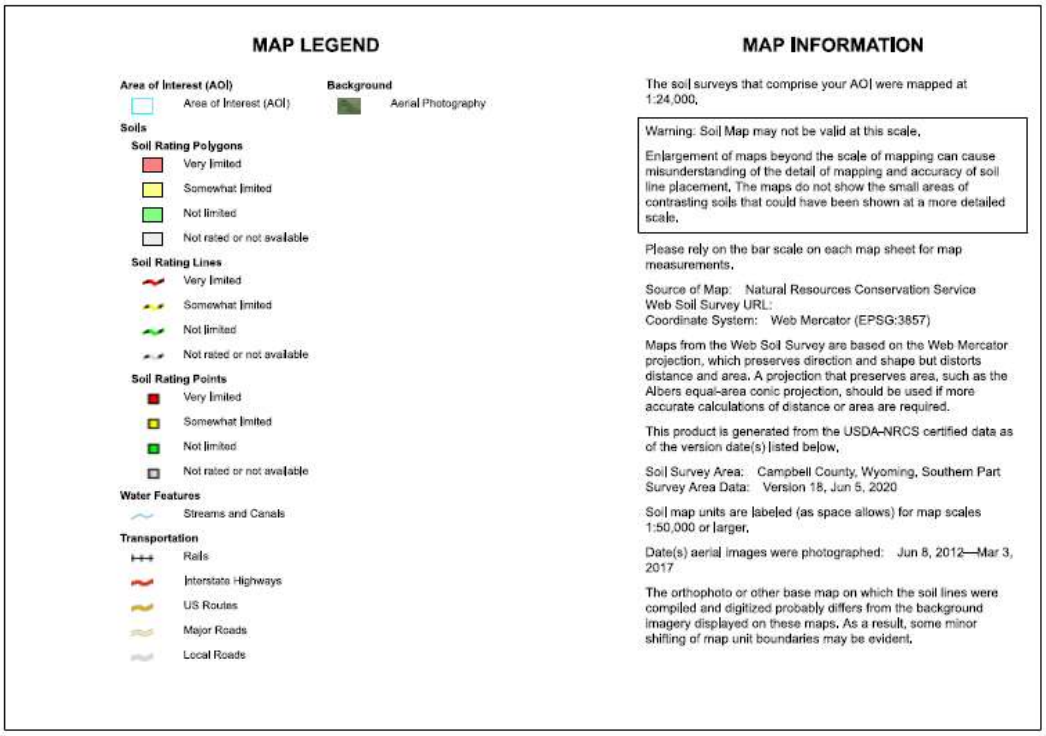


Figure 1B is a legend for Figure 1A.

Septic Tank Absorption Fields

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
107	Arwite-Vonalf fine sandy loams, 0 to 6 percent slopes	Somewhat limited	Arwite (45%)	Slow water movement (0.47)	96.6	58.5%
			Deekay (5%)	Slow water movement (0.47)		
			Moskee (5%)	Slow water movement (0.47)		
131	Deekay loam, 0 to 6 percent slopes	Somewhat limited	Deekay (80%)	Slow water movement (0.47)	38.0	23.0%
			Oshoto (5%)	Slow water movement (0.47)		
			Recluse (5%)	Slow water movement (0.47)		
			Ziggy (5%)	Slow water movement (0.47)		
167	Jaywest-Moorhead loams, 0 to 6 percent slopes	Very limited	Jaywest (45%)	Slow water movement (1.00)	29.9	18.1%
			Moorhead (35%)	Slow water movement (1.00)		
			Spottedhorse (8%)	Depth to bedrock (1.00)		
				Slow water movement (1.00)		
			Leiter (5%)	Depth to bedrock (1.00)		
				Slow water movement (1.00)		
203	Rockypoint-Iwait association, 0 to 6 percent slopes	Very limited	Rockypoint (45%)	Flooding (1.00)	0.5	0.3%
				Slow water movement (0.47)		
			Sodawells (8%)	Flooding (1.00)		
			Boruff (8%)	Flooding (1.00)		

Figure 1C shows the limitations and rating of the soil.

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
				Depth to saturated zone (1.00)		
				Slow water movement (1.00)		
Totals for Area of Interest					165.1	100.0%

Rating	Acres in AOI	Percent of AOI
Somewhat limited	134.7	81.6%
Very limited	30.5	18.4%
Totals for Area of Interest	165.1	100.0%

Figure 1C shows the limitations and rating of the soil.

Description

Septic tank absorption fields are areas in which effluent from a septic tank is distributed into the soil through subsurface tiles or perforated pipe. Only that part of the soil between depths of 24 and 60 inches is evaluated. The ratings are based on the soil properties that affect absorption of the effluent, construction and maintenance of the system, and public health. Saturated hydraulic conductivity (Ksat), depth to a water table, ponding, depth to bedrock or a cemented pan, and flooding affect absorption of the effluent. Stones and boulders, ice, and bedrock or a cemented pan interfere with installation. Subsidence interferes with installation and maintenance. Excessive slope may cause lateral seepage and surfacing of the effluent in downslope areas.

Some soils are underlain by loose sand and gravel or fractured bedrock at a depth of less than 4 feet below the distribution lines. In these soils the absorption field may not adequately filter the effluent, particularly when the system is new. As a result, the ground water may become contaminated.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

The map unit components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as listed for the map unit. The percent composition of each component in a particular map unit is presented to help the user better understand the percentage of each map unit that has the rating presented.

Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

Sewage Disposal

This table shows the degree and kind of soil limitations that affect septic tank absorption fields and sewage lagoons, The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect these uses. *Not limited* indicates that the soil has features that are very favorable for the specified use, Good performance and very low maintenance can be expected. *Somewhat limited* indicates that the soil has features that are moderately favorable for the specified use, The limitations can be overcome or minimized by special planning, design, or installation, Fair performance and moderate maintenance can be expected, *Very limited* indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings in the table indicate the severity of individual limitations, The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

Septic tank absorption fields are areas in which effluent from a septic tank is distributed into the soil through subsurface tiles or perforated pipe, Only that part of the soil between depths of 24 and 72 inches or between a depth of 24 inches and a restrictive layer is evaluated. The ratings are based on the soil properties that affect absorption of the effluent, construction and maintenance of the system, and public health. Saturated hydraulic conductivity (Ksat), depth to a water table, ponding, depth to bedrock or a cemented pan, and flooding affect absorption of the effluent, Stones and boulders, ice, and bedrock or a cemented pan interfere with installation, Subsidence interferes with installation and maintenance. Excessive slope may cause lateral seepage and surfacing of the effluent in downslope areas.

Some soils are underlain by loose sand and gravel or fractured bedrock at a depth of less than 4 feet below the distribution lines. In these soils the absorption field may not adequately filter the effluent, particularly when the system is new, As a result, the ground water may become contaminated,

Sewage lagoons are shallow ponds constructed to hold sewage while aerobic bacteria decompose the solid and liquid wastes. Lagoons should have a nearly level floor surrounded by cut slopes or embankments of compacted soil. Nearly impervious soil material for the lagoon floor and sides is required to minimize seepage and contamination of ground water. Considered in the ratings are slope, saturated hydraulic conductivity (Ksat), depth to a water table, ponding, depth to bedrock or a cemented pan, flooding, large stones, and content of organic matter.

Saturated hydraulic conductivity (Ksat) is a critical property affecting the suitability for sewage lagoons. Most porous soils eventually become sealed when they are used as sites for sewage lagoons. Until sealing occurs, however, the hazard of pollution is severe. Soils that have a Ksat rate of more than 14 micrometers per second are too porous for the proper functioning of sewage lagoons. In these soils, seepage of the effluent can result in contamination of the ground water. Ground-water contamination is also a hazard if fractured bedrock is within a depth of 40 inches, if the water table is high enough to raise the level of sewage in the lagoon, or if floodwater overtops the lagoon.

A high content of organic matter is detrimental to proper functioning of the lagoon because it inhibits aerobic activity. Slope, bedrock, and cemented pans can cause construction problems, and large stones can hinder compaction of the lagoon floor. If the lagoon is to be uniformly deep throughout, the slope must be gentle enough and the soil material must be thick enough over bedrock or a cemented pan to make land smoothing practical.

Information in this table is intended for land use planning, for evaluating land use alternatives, and for planning site investigations prior to design and construction. The information, however, has limitations. For example, estimates and other data generally apply only to that part of the soil between the surface and a depth of 5 to 7 feet. Because of the map scale, small areas of different soils may be included within the mapped areas of a specific soil.

The information is not site specific and does not eliminate the need for onsite investigation of the soils or for testing and analysis by personnel experienced in the design and construction of engineering works.

Government ordinances and regulations that restrict certain land uses or impose specific design criteria were not considered in preparing the information in this table. Local ordinances and regulations should be considered in planning, in site selection, and in design.

Report—Sewage Disposal

[Onsite investigation may be needed to validate the interpretations in this table and to confirm the identity of the soil on a given site. The numbers in the value columns range from 0.01 to 1.00. The larger the value, the greater the potential limitation. The table shows only the top five limitations for any given soil. The soil may have additional limitations]

Sewage Disposal–Campbell County, Wyoming, Southern Part

Map symbol and soil name	Pct. of map unit	Septic tank absorption fields		Sewage lagoons	
		Rating class and limiting features	Value	Rating class and limiting features	Value
107—Arwite-Vonalf fine sandy loams, 0 to 6 percent slopes					
Arwite	45	Somewhat limited		Very limited	
		Slow water movement	0.47	Seepage	1.00
Vonalf	35	Not limited		Very limited	
				Seepage	1.00

Table 2A shows the limitations for septic tank absorption fields and sewage lagoons.

Sewage Disposal–Campbell County, Wyoming, Southern Part					
Map symbol and soil name	Pct. of map unit	Septic tank absorption fields		Sewage lagoons	
		Rating class and limiting features	Value	Rating class and limiting features	Value
131—Deekay loam, 0 to 6 percent slopes					
Deekay	80	Somewhat limited		Somewhat limited	
		Slow water movement	0.47	Seepage	0.53
167—Jaywest-Moorhead loams, 0 to 6 percent slopes					
Jaywest	45	Very limited		Somewhat limited	
		Slow water movement	1.00	Seepage	0.53
Moorhead	35	Very limited		Not limited	
		Slow water movement	1.00		
203—Rockypoint-Iwait association, 0 to 6 percent slopes					
Rockypoint	45	Very limited		Very limited	
		Flooding	1.00	Flooding	1.00
		Slow water movement	0.47	Seepage	0.53
Iwait	35	Somewhat limited		Somewhat limited	
		Slow water movement	0.47	Seepage	0.53
				Slope	0.08

Data Source Information

Soil Survey Area: Campbell County, Wyoming, Southern Part
Survey Area Data: Version 18, Jun 5, 2020

Table 2A shows the limitations for septic tank absorptions fields and sewage lagoons.



Figure 3A is a soil rating map for the flooding frequency within the property.

Flooding Frequency Class—Campbell County, Wyoming, Southern Part
(AOI)

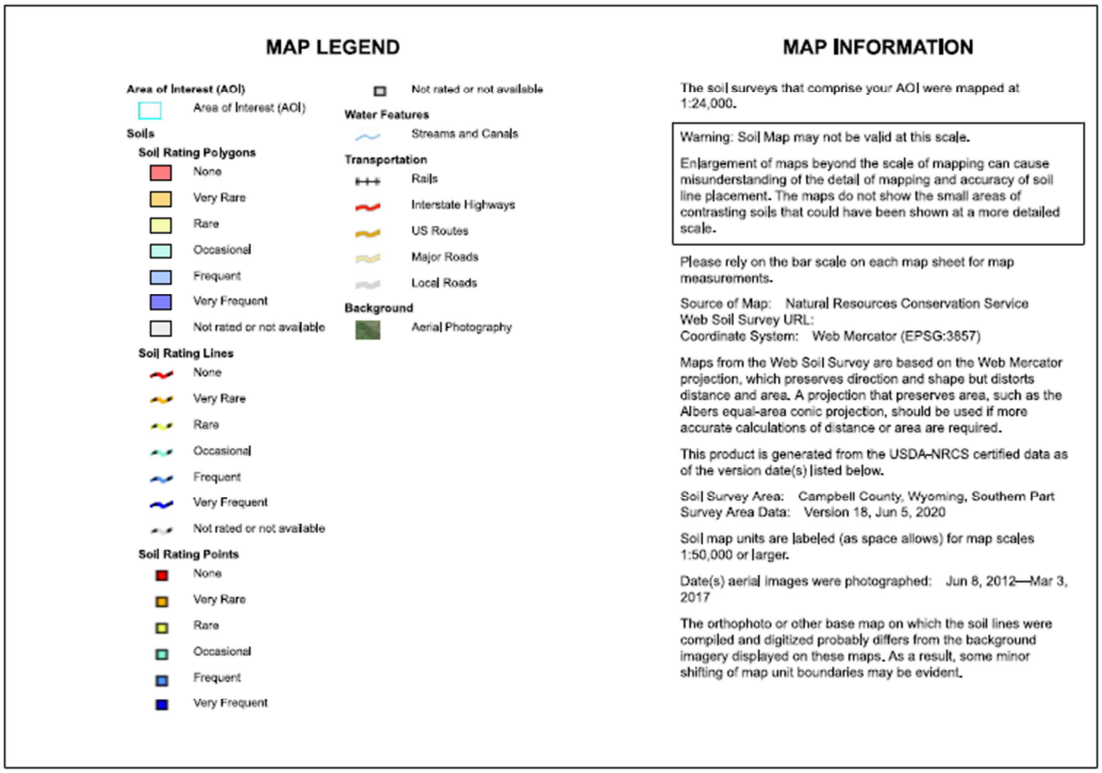


Figure 3B is a legend for Figure 3A.

Flooding Frequency Class

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
107	Arwite-Vonalf fine sandy loams, 0 to 6 percent slopes	None	96.6	58.5%
131	Deekay loam, 0 to 6 percent slopes	None	38.0	23.0%
167	Jaywest-Moorhead loams, 0 to 6 percent slopes	None	29.9	18.1%
203	Rockypoint-Iwait association, 0 to 6 percent slopes	Occasional	0.5	0.3%
Totals for Area of Interest			**165.1**	**100.0%**

Description

Flooding is the temporary inundation of an area caused by overflowing streams, by runoff from adjacent slopes, or by tides. Water standing for short periods after rainfall or snowmelt is not considered flooding, and water standing in swamps and marshes is considered ponding rather than flooding.

Frequency is expressed as none, very rare, rare, occasional, frequent, and very frequent.

"None" means that flooding is not probable. The chance of flooding is nearly 0 percent in any year. Flooding occurs less than once in 500 years.

"Very rare" means that flooding is very unlikely but possible under extremely unusual weather conditions. The chance of flooding is less than 1 percent in any year.

"Rare" means that flooding is unlikely but possible under unusual weather conditions. The chance of flooding is 1 to 5 percent in any year.

"Occasional" means that flooding occurs infrequently under normal weather conditions. The chance of flooding is 5 to 50 percent in any year.

"Frequent" means that flooding is likely to occur often under normal weather conditions. The chance of flooding is more than 50 percent in any year but is less than 50 percent in all months in any year.

"Very frequent" means that flooding is likely to occur very often under normal weather conditions. The chance of flooding is more than 50 percent in all months of any year.

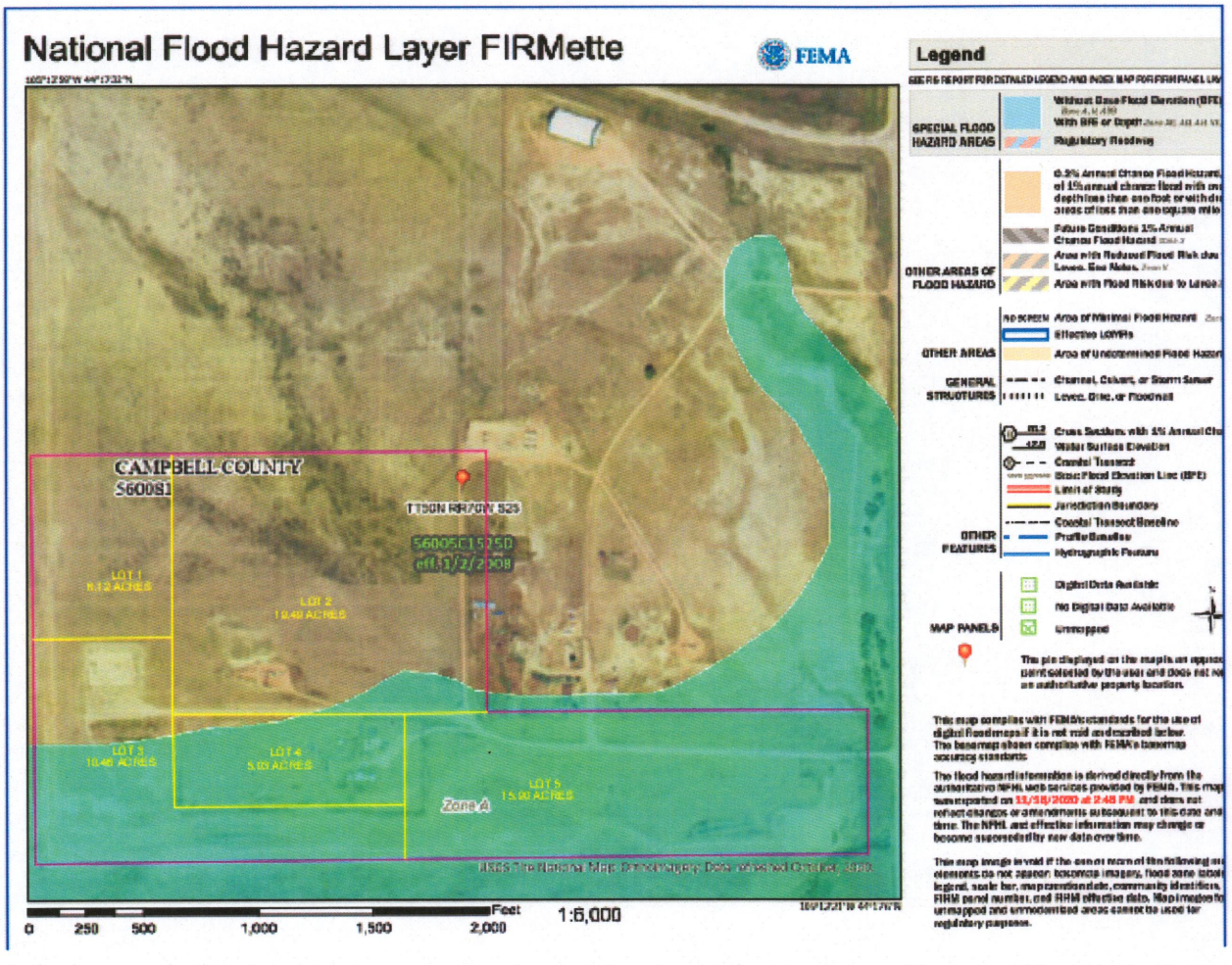


Figure 3C is a FIRMette from FEMA showing the flood plain and the proposed subdivision.

APPENDIX B – SEO Groundwater Search

Appendix B

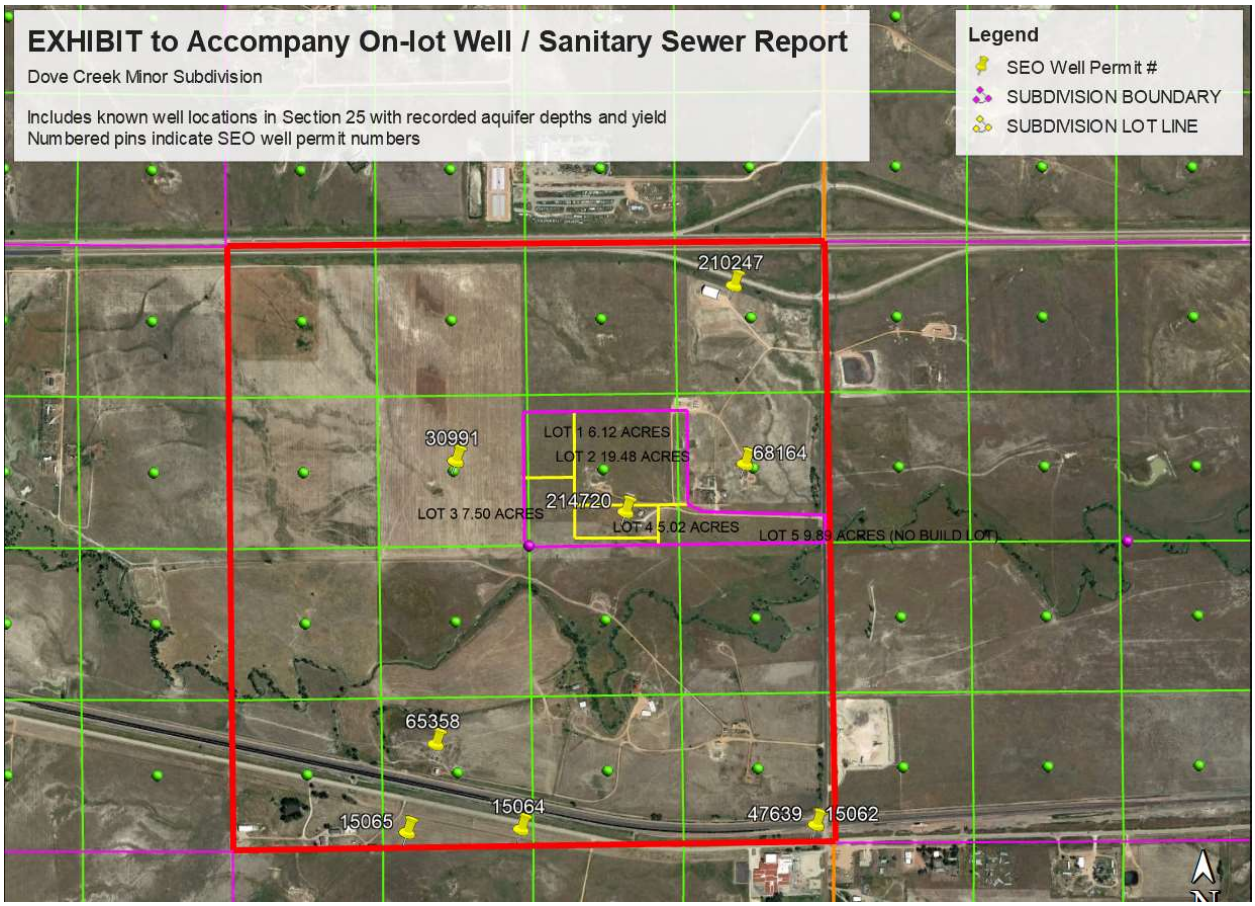


Figure 4A Ground water permits located in the immediate vicinity.

WELL DATA TO ACCOMPANY WELL LOCATION MAP			
Known wells in Section 25 with recorded aquifer depths and yield			
Permit #	Aquifer Depth below Surface (FT)	Permitted Yield (gpm)	
15062	170 - 210 / 270 - 300	100	
15064	182 - 222 / 232 - 302	100	
15065	142 - 162 / 202 - 282	70	
30991	225 - 260	25	
65358	1988 - 2670	60	
68164	126 - 162	12	
210247	300 - 345	10	
214720	312 - 332 / 352 - 372	10	

Figure 4B: Data on file with the SEO for the wells shown in Figure 4A, including Permit#, Aquifer Depth and Permitted Yield.`

Figure 4C follows, and is the well completion forms (UW6) for the following wells shown on Figure 4A:

Permit #	Well Name	Pages
15062	Rozet No. 1	4-7
15064	Rozet No. 3	8-11
15065	Rozet No. 4	12-15
30991	Jackson Stock Well #1	16-19
65358	WSW #1 (South Rozet Unit)	20-23
68164	F & D No#1	24-27
210247	JDW	28-29
214720	Daniel Wise Residence	30-31

SCANNED JAN 31 2012

MICRO-FILMED MAY 7 '73

MICRO-FILMED SEP 16 '74

Form U.W. 6

NOTE: Do not fold this form. Use typewriter or print neatly with black ink.

IF WELL IS TO BE ABANDONED, SEE ITEM 15, PAGE 4

Cancelled

STATE OF WYOMING

OFFICE OF THE STATE ENGINEER

STATEMENT OF COMPLETION AND DESCRIPTION OF WELL

(For wells used only for stock or domestic purposes, use Form U.W. 7)

PERMIT NO. U.W. 15062 NAME OF WELL Rozet No. 1

1. NAME OF OWNER the Wyoming Highway Department

2. ADDRESS P.O. Box 1708, Cheyenne, Wyoming Zip Code 82001

3. USE OF WATER: Domestic ☐ Stock Watering ☐ Irrigation ☐ Municipal ☐ Industrial ☒ Commercial ☐

Other _____

4. LOCATION OF WELL: SE ¼ SE ¼ of Section 25, T. 50 N., R. 70 W., of the 6th P.M. (or W.R.M.), Wyoming, being specifically N. 74°40' W. 171.0 feet (Bearing and Distance)

or _____ ft. North South and _____ ft. East West from the SE corner of Section 25, T. 50 N., R. 70 W. (Strike out words not needed).

5. TYPE OF CONSTRUCTION: Drilled ☒ Rotary H822 (Type of Rig) Dug ☐ Driven ☐ Jetted ☐

Other _____

6. CONSTRUCTION: Total Depth 300 ft. Depth to Water Level 20.5 ft.

a. Casing Schedule New ☒ Used ☐

10"	diameter from	0 ft.	to	170 ft.	Material steel	Gage .188
10"	diameter from	210 ft.	to	270 ft.	Material steel	Gage .188
	diameter from	ft.	to	ft.	Material	Gage

b. Perforations: Type of perforator used Machine Slotted

Size of perforations 3/16" inches by 3" inches.

Number of perforations and depths where perforated:

1840 perforations from 170 ft. to 210 feet.

1380 perforations from 270 ft. to 300 feet.

c. Was well screen installed? Yes ☐ No ☒

Diameter: _____ slot size: _____ set from _____ feet to _____ feet.

Diameter: _____ slot size: _____ set from _____ feet to _____ feet.

d. Was well gravel packed? Yes ☒ No ☐ Size of gravel 3/8"-1/2"

e. Was surface casing used Yes ☐ No ☒ Was it cemented in place? Yes ☐ No ☐

7. NAME & ADDRESS OF DRILLER H822 Wyoming Highway Department Rig

8. DATE OF COMPLETION OF WELL (~~Including pump installation~~) 11-6-72

9. PUMP INFORMATION: Manufacturer Berkley Type Submersible

Source of power Electric Horsepower 15 Depth of Pump Setting 252 ft.

Amount of Water Being Pumped 100 Gallons Per Minute.

Permit No. U.W. 15062 Book No. 80 Page No. 106

U.W. 15062

10. **PUMP TEST:** Was a pump test made? Yes ☒ No ☐

If so, by whom Joe McRady Address Highway Department

Yield: 100 gal./min. with 70.3 foot drawdown after 24 hours.

Yield: _____ gal./min. with _____ foot drawdown after _____ hours.

11. **FLOWING WELL** (Owner is responsible for control of flowing well).

If well yields artesian flow, yield is _____ gal./min. Surface pressure is _____ lb./sq. inch, or _____ feet of water.

The flow is controlled by: valve ☐ cap ☐ plug ☐

Does well leak around casing? Yes ☐ No ☐

12. **LOG OF WELL:** Total depth drilled _____ feet.

Depth of completed well _____ feet. Diameter of well _____ inches.

Depth to first water bearing formation _____ feet.

Depth to principal water bearing formation Top _____ feet to Bottom _____ feet.

Ground Elevation, if known _____

From Feet	To Feet	Material Type, Texture, Color	REMARKS (Cementing, Shutoff, Packing, etc.)	Indicate Water Bearing Formation	Indicate Perforated Casing Location
0	17	Silty sand & scoria			
17	33	Silty sand scoria & gravel			
33	37	Silty sand brown compact			
37	67	Grey Silty clay shale hard			
67	69	Very hard layer s.s.grey fine			
69	73	S/S compact silty grey fine			
73	77	Hard layer S/S grey fine			
77	125	Clay shale grey hard			
125	136	S.S. grey dense			
136	165	Silty clay shale grey hard			
165	180	Very hard to grey sandstone			170' to 210'
180	223	Grey shale			
223	233	S/S hard layers shale			
233	300	Shale S/S w/coal seams	Well gravel packed	70.3'	270; to 300'

QUALITY OF WATER INFORMATION:

Was a chemical analysis made? Yes ☐ No ☒

If so, please include a copy of the analysis with this form.

If not, do you consider the water as: Good ☐ Acceptable ☒ Poor ☐ Unusable ☐

U.W. 15062

13. TABULATION

a. If for irrigation, the land proposed to be irrigated should be described in the following tabulation. Describe in the "Remarks" section, under Item 14, the means of conveying the water to the lands and the method of irrigation.

(Give irrigable acreage in each legal subdivision. If proposed use is for supplemental supply for lands with a right from another source, indicate in the tabulation the priority or permit number, the source of supply and the name of the ditch or other well.)

b. If not used for irrigation, show the area and point(s) of use and location of well in the tabulation below. Also describe the method of conveyance in the "Remarks" section under Item 14.

Township	Range	Sec.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

TOTAL NUMBER OF ACRES TO BE IRRIGATED_____

Original Supply_____acres

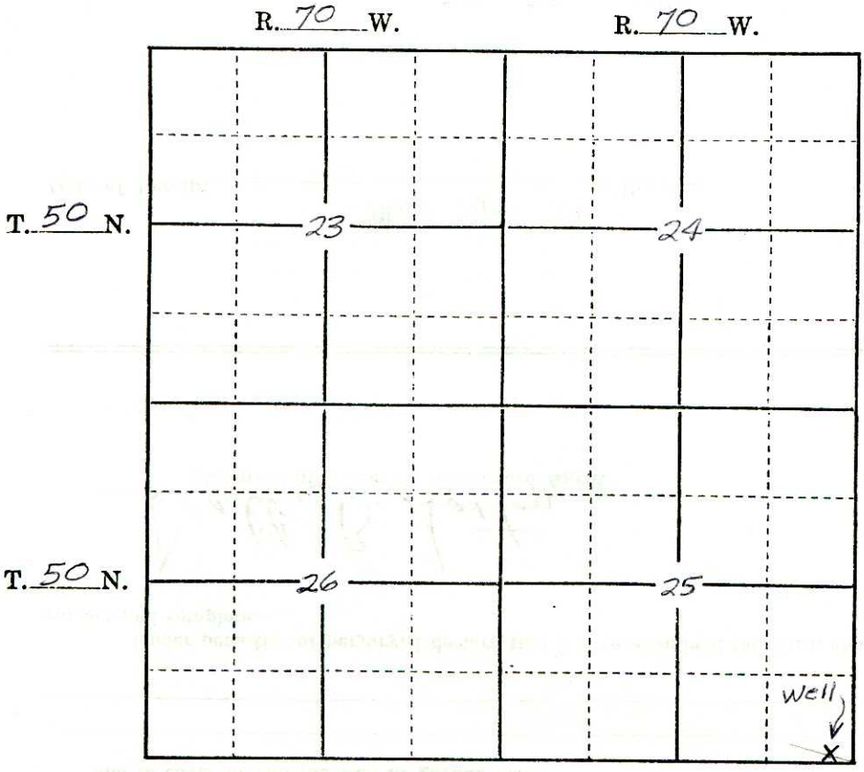
Supplemental Supply_____acres

14. PLAT

a. If the well is to be used for **irrigation, industrial, public utility** or **municipal** use, show the location of the well on the plat below. For such uses, a plat certified by a licensed engineer or land surveyor is required to be submitted at the time the **Proof of Appropriation and Beneficial Use of Ground Water** is submitted.

b. **For other uses,** accurately show the well location, point of use or uses and describe method of conveyance of water to points of use on plat and in "Remarks" section below. Make certain location on plat agrees with written description.

c. A separate map may be submitted if the information required cannot be shown on this plat.



Scale: 2" = 1 Mile

REMARKS: A permanent pump is not installed. Water will be taken by pumping facilities of private contractors.

U.W. 15062

15. **IF WELL IS TO BE ABANDONED,** complete **Items 1 through** 8, Item 12 (Log of Well) and state reason for abandonment below.

It is the responsibility of the owner to properly plug or fill in the well in order to prevent contamination of ground water and to cover or cap the well at ground level.

Under penalties of perjury, I declare that I have examined this form and to the best of my knowledge and belief it is true, correct and complete.

Dallas B. Layton
Signature of Owner or Authorized Agent

December 7, 1972
Date

Date of Receipt DEC 8 1972, 19____.

Date of Priority July 17, 1972.

Date of Approval May 1, 1973

for State Engineer

MICRO-FILMED MAY 7 '73
MICRO-FILMED SEP 16 '74
SCANNED JAN 31 2012

Form U.W. 6

NOTE: Do not fold this form. Use typewriter or print neatly with black ink.

IF WELL IS TO BE ABANDONED, SEE ITEM 15, PAGE 4

Cancelled

STATE OF WYOMING

OFFICE OF THE STATE ENGINEER

STATEMENT OF COMPLETION AND DESCRIPTION OF WELL

(For wells used **only** for stock or domestic purposes, use **Form U.W. 7**)

PERMIT NO. U.W. 15064 NAME OF WELL Rozet No. 3

1. **NAME OF OWNER** Wyoming Highway Department

2. **ADDRESS** P.O. Box 1708, Cheyenne, Wyoming **Zip Code** 82001

3. **USE OF WATER:** Domestic ☐ Stock Watering ☐ Irrigation ☐ Municipal ☐ Industrial ☒ Commercial ☐

Other _____

4. **LOCATION OF WELL:** SW ¼ SE ¼ of Section 25, T. 50 N., R. 70 W., of the 6th P.M. (or W.R.M.), Wyoming, being specifically N. 85°51' W. 2565.0 feet (Bearing and Distance)

or _____ ft. North / South and _____ ft. East / West from the SE corner of Section 25, T. 50 N., R. 70 W. (Strike out words not needed).

5. **TYPE OF CONSTRUCTION:** Drilled ☒ Rotary Rig H822 (Type of Rig) Dug ☐ Driven ☐ Jetted ☐

Other _____

6. **CONSTRUCTION:** Total Depth 340 ft. Depth to Water Level 18 ft.

a. Casing Schedule New ☒ Used ☐

8-5/8"	diameter from	0 ft.	to	182 ft.	Material steel	Gage .188
8-5/8"	diameter from	222 ft.	to	232 ft.	Material steel	Gage .188
_____	diameter from	_____ ft.	to	_____ ft.	Material _____	Gage _____

b. Perforations: Type of perforator used machine slotted

Size of perforations 3/16 inches by 3 inches.

Number of perforations and depths where perforated:

1440 perforations from 182 ft. to 222 feet.

2520 perforations from 232 ft. to 302 feet.

c. Was well screen installed? Yes ☐ No ☒

Diameter: _____ slot size: _____ set from _____ feet to _____ feet.

Diameter: _____ slot size: _____ set from _____ feet to _____ feet.

d. Was well gravel packed? Yes ☒ No ☐ Size of gravel 3/8"

e. Was surface casing used Yes ☐ No ☒ Was it cemented in place? Yes ☐ No ☒

7. **NAME & ADDRESS OF DRILLER** Wyoming Highway Department H822

8. **DATE OF COMPLETION OF WELL** (including pump installation) 11-6-72

9. **PUMP INFORMATION:** Manufacturer Berkley Type Submersible

Source of power Electric Horsepower 15 Depth of Pump Setting 252 ft.

Amount of Water Being Pumped 100 Gallons Per Minute.

Permit No. U.W. 15064 Book No. 80 Page No. 108

U.W. 150064

10. **PUMP TEST:** Was a pump test made? Yes ☒ No ☐

If so, by whom State Highway Department Address Cheyenne, Wyoming

Yield: 100 gal./min. with 70 foot drawdown after 24 hours.

Yield: _____ gal./min. with _____ foot drawdown after _____ hours.

11. **FLOWING WELL** (Owner is responsible for control of flowing well).

If well yields artesian flow, yield is _____ gal./min. Surface pressure is _____ lb./sq. inch, or _____ feet of water.

The flow is controlled by: valve ☐ cap ☐ plug ☐

Does well leak around casing? Yes ☐ No ☐

12. **LOG OF WELL:** Total depth drilled _____ feet.

Depth of completed well _____ feet. Diameter of well _____ inches.

Depth to first water bearing formation _____ feet.

Depth to principal water bearing formation Top _____ feet to Bottom _____ feet.

Ground Elevation, if known _____

From Feet	To Feet	Material Type, Texture, Color	REMARKS (Cementing, Shutoff, Packing, etc.)	Indicate Water Bearing Formation	Indicate Perforated Casing Location
0	6	Clay, sand silt brown			
6	21	Silty clay stiff from grey			
21	32	Sand scoria gravel			
32	46	Bedrock grey & large shale			
46	64	Grey dark stiff clay			
64	65	Silty S/S hard dark grey			
65	70	Silty clay shale	3/8" gravel		
70	82	Silty S/S dark grey traces	of coal packed top		
82	95	Silty clay shale light grey	to bottom		
95	96	Coal hard			
96	109	Clay shale brown & grey stiff			
109	112	Coal carb shale			
112	123	Clay shale grey & brown			
123	159	Grey clay shale with coal			
159	160	S/S hard grey			
160	168	Silty clay shale hard			
168	184	Clay shale		173'-177'	
184	230	S/S & shale		184'-225'	182'-222'
230	250	Sandstone reams coal		225'-255'	232'-302'
250	263	Clay shale			
263	307	Shale & coal			
307	340	Shale grey & brown hard			

QUALITY OF WATER INFORMATION:

Was a chemical analysis made? Yes ☐ No ☒

If so, please include a copy of the analysis with this form.

If not, do you consider the water as: Good ☐ Acceptable ☒ Poor ☐ Unusable ☐

U.W. 15064

13. TABULATION

a. If for irrigation, the land proposed to be irrigated should be described in the following tabulation. Describe in the "Remarks" section, under Item 14, the means of conveying the water to the lands and the method of irrigation.

(Give irrigable acreage in each legal subdivision. If proposed use is for supplemental supply for lands with a right from another source, indicate in the tabulation the priority or permit number, the source of supply and the name of the ditch or other well.)

b. If not used for irrigation, show the area and point(s) of use and location of well in the tabulation below. Also describe the method of conveyance in the "Remarks" section under Item 14.

Township	Range	Sec.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

TOTAL NUMBER OF ACRES TO BE IRRIGATED_____

Original Supply_____acres

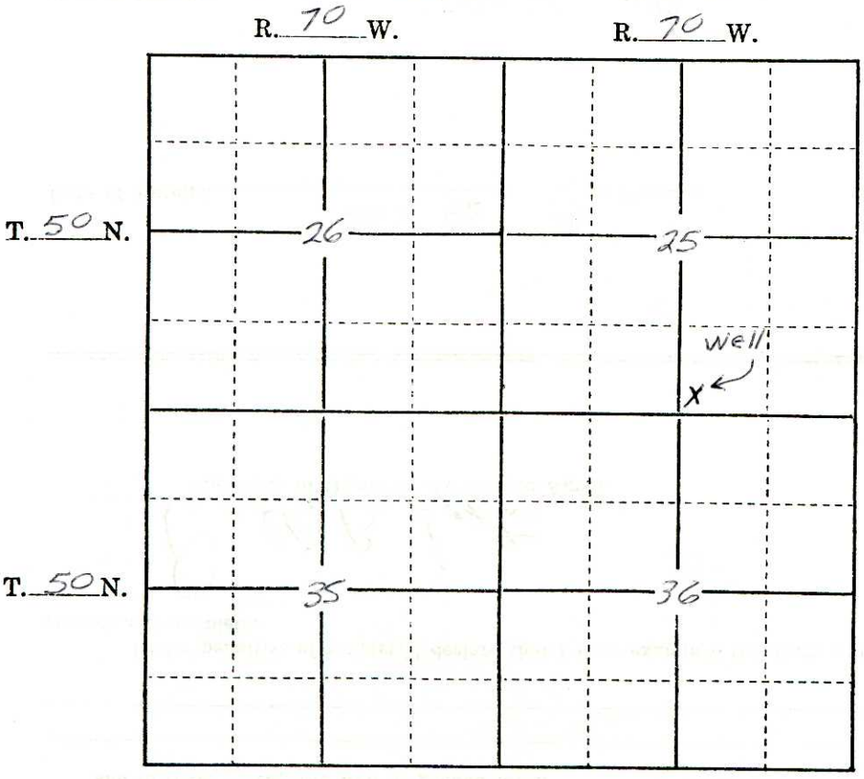
Supplemental Supply_____acres

14. PLAT

a. If the well is to be used for **irrigation, industrial, public utility** or **municipal** use, show the location of the well on the plat below. For such uses, a plat certified by a licensed engineer or land surveyor is required to be submitted at the time the **Proof of Appropriation and Beneficial Use of Ground Water** is submitted.

b. **For other uses,** accurately show the well location, point of use or uses and describe method of conveyance of water to points of use on plat and in "Remarks" section below. Make certain location on plat agrees with written description.

c. A separate map may be submitted if the information required cannot be shown on this plat.



Scale: 2" = 1 Mile

REMARKS: A permanent pump is not installed. Water will be taken by pumping facilities of private contractors.

U.W. 15064

15. **IF WELL IS TO BE ABANDONED,** complete **Items 1 through** 8, Item 12 (Log of Well) and state reason for abandonment below.

It is the responsibility of the owner to properly plug or fill in the well in order to prevent contamination of ground water and to cover or cap the well at ground level.

Under penalties of perjury, I declare that I have examined this form and to the best of my knowledge and belief it is true, correct and complete.

Dallas B. Layton
Signature of Owner or Authorized Agent

December 7, 1972
Date

Date of Receipt DEC 8 1972 DB, 19____.

Date of Priority July 17, 1972.

Date of Approval May 1, 1973.

for State Engineer

SCANNED JAN 31 2012
MICRO-FILMED MAY 7'73
MICRO-FILMED APR 30'75

Form U.W. 6

Cancelled

NOTE: Do not fold this form. Use typewriter or print neatly with black ink.

IF WELL IS TO BE ABANDONED, SEE ITEM 15, PAGE 4

STATE OF WYOMING

OFFICE OF THE STATE ENGINEER

STATEMENT OF COMPLETION AND DESCRIPTION OF WELL

(For wells used only for stock or domestic purposes, use Form U.W. 7)

PERMIT NO. U.W. 15065 NAME OF WELL Rozet No. 4

1. **NAME OF OWNER** Wyoming Highway Department

2. **ADDRESS** P.O. Box 1708, Cheyenne, Wyoming **Zip Code** 82001

3. **USE OF WATER:** Domestic ☐ Stock Watering ☐ Irrigation ☐ Municipal ☐ Industrial ☒ Commercial ☐

Other

4. **LOCATION OF WELL:** SE ¼ SW ¼ of Section 25, T. 50 N., R. 70 W., of the 6th P.M. (or W.R.M.), Wyoming, being specifically N. 83°47' W. 3557.0 feet (Bearing and Distance)

or ft. North/South and ft. East/West from the SE corner of Section 25, T. 50 N., R. 70 W. (Strike out words not needed).

5. **TYPE OF CONSTRUCTION:** Drilled ☒ Rotary Rig H822 (Type of Rig) Dug ☐ Driven ☐ Jetted ☐

Other

6. **CONSTRUCTION:** Total Depth 340 ft. Depth to Water Level 29.35 ft.

a. Casing Schedule New ☒ Used ☐

8-5/8" diameter from 0 ft. to 142 ft. Material steel Gage .188

8-5/8" diameter from 162 ft. to 202 ft. Material steel Gage .188

diameter from ft. to ft. Material Gage

b. Perforations: Type of perforator used machine slotted

Size of perforations 3/16 inches by 3 inches.

Number of perforations and depths where perforated:

720 perforations from 142 ft. to 162 feet.

2480 perforations from 202 ft. to 282 feet.

c. Was well screen installed? Yes ☐ No ☒

Diameter: slot size: set from feet to feet.

Diameter: slot size: set from feet to feet.

d. Was well gravel packed? Yes ☒ No ☐ Size of gravel 3/8"

e. Was surface casing used Yes ☐ No ☒ Was it cemented in place? Yes ☐ No ☒

7. **NAME & ADDRESS OF DRILLER** State Highway Department H822

8. **DATE OF COMPLETION OF WELL** (including pump installation) 11-6-72

9. **PUMP INFORMATION:** Manufacturer Berkley Type Submersible

Source of power Electric Horsepower 10 Depth of Pump Setting 252

Amount of Water Being Pumped 70 Gallons Per Minute.

Permit No. U.W. 15065 Book No. 80 Page No. 109

U.W. 15065

10. **PUMP TEST:** Was a pump test made? Yes ☒ No ☐

If so, by whom State Highway Department Address Cheyenne, Wyoming

Yield: 100 gal./min. with 29.5 foot drawdown after 24 hours.

Yield: _____ gal./min. with _____ foot drawdown after _____ hours.

11. **FLOWING WELL** (Owner is responsible for control of flowing well).

If well yields artesian flow, yield is _____ gal./min. Surface pressure is _____ lb./sq. inch, or _____ feet of water.

The flow is controlled by: valve ☐ cap ☐ plug ☐

Does well leak around casing? Yes ☐ No ☐

12. **LOG OF WELL:** Total depth drilled _____ feet.

Depth of completed well _____ feet. Diameter of well _____ inches.

Depth to first water bearing formation _____ feet.

Depth to principal water bearing formation Top _____ feet to Bottom _____ feet.

Ground Elevation, if known _____

From Feet	To Feet	Material Type, Texture, Color	REMARKS (Cementing, Shutoff, Packing, etc.)	Indicate Water Bearing Formation	Indicate Perforated Casing Location
0	6	Silty fine sand			
6	32	Clay			
32	35	Sands			
35	38	Clay shale			
38	42	Sands	3/8" gravel		
42	110	Clay shale	packed top to		
110	162	Sands	bottom	148'-160'	
162	201	Clay shale & sands			142'-162'
201	229	Sand		200'-235'	202'-282'
229	234	Clay shale		235'-240'	
234	240	Sands			
240	272	Clay shale			
272	300	Sandy clay shale			

QUALITY OF WATER INFORMATION:

Was a chemical analysis made? Yes ☐ No ☒

If so, please include a copy of the analysis with this form.

If not, do you consider the water as: Good ☐ Acceptable ☒ Poor ☐ Unusable ☐

U.W. 15065

13. TABULATION

a. If for irrigation, the land proposed to be irrigated should be described in the following tabulation. Describe in the "Remarks" section, under Item 14, the means of conveying the water to the lands and the method of irrigation.

(Give irrigable acreage in each legal subdivision. If proposed use is for supplemental supply for lands with a right from another source, indicate in the tabulation the priority or permit number, the source of supply and the name of the ditch or other well.)

b. If not used for irrigation, show the area and point(s) of use and location of well in the tabulation below. Also describe the method of conveyance in the "Remarks" section under Item 14.

Township	Range	Sec.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

TOTAL NUMBER OF ACRES TO BE IRRIGATED_____

Original Supply_____acres

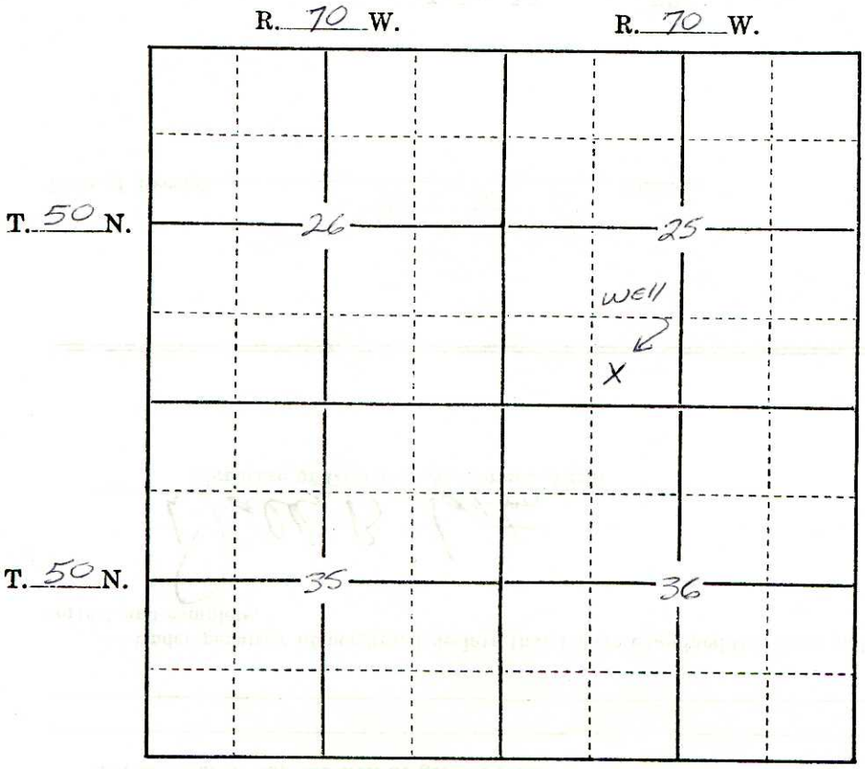
Supplemental Supply_____acres

14. PLAT

a. If the well is to be used for **irrigation, industrial, public utility** or **municipal** use, show the location of the well on the plat below. For such uses, a plat certified by a licensed engineer or land surveyor is required to be submitted at the time the **Proof of Appropriation and Beneficial Use of Ground Water** is submitted.

b. **For other uses,** accurately show the well location, point of use or uses and describe method of conveyance of water to points of use on plat and in "Remarks" section below. Make certain location on plat agrees with written description.

c. A separate map may be submitted if the information required cannot be shown on this plat.



Scale: 2" = 1 Mile

REMARKS: A permanent pump is not installed. Water will be taken by pumping facilities of private contractors.

U.W. 15065

15. **IF WELL IS TO BE ABANDONED,** complete Items 1 through 8, Item 12 (Log of Well) and state reason for abandonment below.

It is the responsibility of the owner to properly plug or fill in the well in order to prevent contamination of ground water and to cover or cap the well at ground level.

Under penalties of perjury, I declare that I have examined this form and to the best of my knowledge and belief it is true, correct and complete.

Dallis B. Layton
Signature of Owner or Authorized Agent

December 7, 1972
Date

Date of Receipt DEC 8 1972, 19____.

Date of Priority July 17, 1972.

Date of Approval MAY 1, 1973.

for State Engineer

Commissioner Siebenaler: Yes
Chairman Hildebrand: Yes

Motion passed 4-0.

Enc. 4: Case No. 21.01.COMP Dove Creek Minor Subdivision Plat Request

Chairman Hildebrand asked Planner and Zoning Administrator Proffer to present the case.

Mr. Proffer presented the case and explained that the case consisted of a 5 lot, 50-acre subdivision off Adon Road in the Rozet area that the applicant originally brought to the Planning Commission in May 2021. Mr. Proffer explained that there were a couple of items that needed to be resolved including a flag shaped lot, and a boundary line issue on the north side due to a sliver of land between the subject property and the neighbors that affected the lot layout and the road right of way. The Commission decided to allow the flag lot to remain but tabled the project so the boundary line issue could be resolved.

Staff has worked with the agent Josh Pierce and Bearlodge Engineering and the sliver of land was quitclaimed to the neighbors, resolving the boundary line issue. Mr. Proffer explained that the current plat that was presented to the Commission at this meeting meets the requests of the May 2021 Planning Commission, however there are still some minor modifications that need to be made.

At the request of Commissioner Bob Jordan, developer Glen Wise explained that the purpose of the subdivision was to develop lots that would be for longtime key employees of his construction company with the intent to keep good help by providing a nice place for them to live. The employees would pay for half the price of the land and the other half of the price would be a gift from the company. Mr. Wise spoke of how he has improved the road and drainage in the subdivision, and it is now much better than it was in the past.

Mr. Wise and Mr. Pierce explained that one of the lots in the subdivision would be going to a gentleman with an existing house on the parcel who was family with the party who sold the property to Mr. Wise.

Mr. Proffer listed the planning considerations associated with the project, including the fact that the plat still required modifications. Mr. Pierce answered that several of the considerations have been completed, several more would be completed shortly, and that the plat was supposed to be revised in time for the meeting, but the surveyor was not able to do that.

Chairman Hildebrand asked if the developer was willing to establish an Improvement and Service District. Some discussion ensued regarding the benefits of I&S districts including the guarantee that all lot owners would pay their dues. The developer felt like a Homeowners Association would be able to maintain the short road since he runs a

construction company that builds roads and that he would have help from the oil company that has wells on the site.

After determining that there were no more comments or discussion, Chairman Hildebrand asked for a motion. Commissioner Siebenaler made a motion to approve the Dove Creek Minor Subdivision Plat and it was seconded by Commissioner Jordan.

Senior Engineer Melinkovich polled the commissioners.

Voting was as follows:

Commissioner Jordan:	Yes
Commissioner Land:	Yes
Commissioner Siebenaler:	Yes
Chairman Hildebrand:	Yes

Motion passed 4-0.

Enc. 5: Case No. 21.02.COZ Dove Creek Minor Subdivision Zoning Request

Chairman Hildebrand asked Planner and Zoning Administrator Proffer to present the case.

Mr. Proffer presented the case and explained that the applicant originally requested an 'R-R' Rural Residential zoning for the 4 lots that were buildable, and 'A-L' for the lot that was to be a no build lot that was completely covered by drainage easement. Mr. Proffer explained the differences between the two zoning classifications and made the staff recommendation that all 5 lots be zoned RR.

Chairman Hildebrand opened the floor for comments.

After determining that there were no more comments or discussion, Chairman Hildebrand asked for a motion. Commissioner Jordan made a motion to approve Dove Creek zoning as R-R Rural Residential and was seconded by Commissioner Siebenaler.

Senior Engineer Melinkovich polled the commissioners.

Voting was as follows:

Commissioner Jordan:	Yes
Commissioner Land:	Yes
Commissioner Siebenaler:	Yes
Chairman Hildebrand:	Yes

Motion passed 4-0.

Pinnacle Bank

February 21, 2022

Campbell County Planning Commission
500 S Gillette Ave
Suite 1500
Gillette, WY 82716

Property Owners: Dove Creek Properties, LLC
Property address: 53 Adon Road, Rozet, WY 82727
Brief Legal Description: City of Rozet, Campbell County; S25 T50 R70 NE PT

To Whom it May Concern:

Pinnacle Bank Wyoming acknowledges the subdivision request located in Rozet, Wyoming for Dove Creek Properties, LLC, and give our consent for this property to be subdivided.

We have been informed of the minor subdivision plans and see no reason not to comply with the Owner's plans.

Thank you for your prompt attention given to this matter. If you have any questions, please do not hesitate to give me a call regarding this matter.

Sincerely,

Kevin R Couch

Kevin Couch
Vice President
Pinnacle Bank Wyoming- Gillette Branch
NMLS #1627563
Phone Number (307) 682-0089

First American

Guarantee

Record Owner Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
4539-3898117

Liability: $200.00

Fee: $125.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

Wyoming Earthmoving Corporation

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

Dated: February 03, 2022 at 5:00 P.M.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
   (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
   (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
   (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
   (c) The identity of any party shown or referred to in Schedule A.
   (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee

GUARANTEE CONDITIONS AND STIPULATIONS

The following terms when used in the Guarantee mean:

1. Definition of terms.
The following terms when used in the Guarantee mean:
   (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
   (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
   (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
   (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
   (e) "date": the effective date.

2. Notice of claim to be given by assured claimant.
An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No duty to defend or prosecute.
The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's option to defend or prosecute actions; duty of assured claimant to cooperate.
Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
   (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
   (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
   (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of

this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of loss or damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to pay or otherwise settle claims: termination of liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosection of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and extent of liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the

Exclusions From Coverage of This Guarantee.
The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of liability or termination of liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation upon payment or settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.
The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.
If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.
A copy of the Rules may be obtained from the Company upon request.

13. Liability limited to this guarantee; guarantee entire contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, where sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606**



First American Title

First American

Schedule A

RECORD OWNER GUARANTEE

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
4539-3898117

File No.: 4539-3898117

The assurances referred to on the face page hereof are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

TOWNSHIP 50 NORTH, RANGE 70 WEST, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

Section 25: NE¼, EXCEPTING THEREFROM a tract of land deeded unto The State Highway Commission of Wyoming in Warranty Deed recorded April 18, 1974 in Book 292 of Photos, page 367 of the records of Campbell County, Wyoming.

FURTHER EXCEPTING THEREFROM a tract of land deeded unto Pamela K. Stinson and Wesley J. Stinson in Warranty Deed recorded October 11, 1991 and in Warranty Deed recorded July 20, 1993 in Book 1249 of Photos, page 540 and in Warranty Deed recorded August 28, 1995 in Book 1347 of Photos, page 262 of the records of Campbell County, Wyoming.

A. The last recorded instrument purporting to transfer title to said real property is: Warranty Deed recorded May 2, 2016 in Book 3020 of Photos, Page 209 and Affidavit recorded May 6, 2016 in Book 3021 of Photos, Page 54

RECORDED VESTINGS: Dove Creek Properties, LLC, a Wyoming limited liability company

B. There are no mortgages or deeds of trust which purport to affect said real property, other than those shown below under Exceptions.

C. There are no Federal Tax Liens, Judgment Liens or Certificates of State Tax Liens which purport to affect said real property, other than those shown below under Exceptions.

No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

EXCEPTIONS

1. Mortgage and the terms and conditions thereof.

Mortgagor:	Dove Creek Properties, LLC, a Wyoming Limited Liability Company
Mortgagee:	Pinnacle Bank Wyoming
Amount:	$267,711.00
Recorded:	October 05, 2020
Recording Information:	Book 3303 of Photos, Page 401

2. Mortgage and the terms and conditions thereof:

Mortgagor:	Dove Creek Properties, LLC, a Wyoming Limited Liability Company
Mortgagee:	Pinnacle Bank Wyoming
Amount:	$189,743.14
Recorded:	October 06, 2021
Recording Information:	Book 3397 of Photos, Page 180

First American Title Insurance Company
406 South Gillette Ave, PO Box 9
Gillette, WY 82716

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

Sam G. Proffer

From: Clark M. Melinkovich
Sent: Thursday, May 26, 2022 8:03 AM
To: Sam G. Proffer
Subject: Dove Creek Roads/signs

Sam,
I performed an inspection at Dove Creek Subdivision yesterday on the roads and signage and found all items to be substantially complete and ready for the final plat to be presented to the Board of Commissioners for approval.

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

Campbell County wyoming

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

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

Campbell County Government

GENERAL LICENSE

Parties: The Parties to this License are _____, hereinafter referred to as LICENSEE, whose address is _____

and CAMPBELL COUNTY GOVERNMENT and its Road and Bridge Department, whose address is 5901 Hannum Road, Gillette, WY 82716, or Campbell County Public Works, whose address is 500 S. Gillette Avenue, Gillette, WY 82716, hereinafter referred to as COUNTY.

Purpose of License Request: The LICENSEE is planning the construction of _____

_____

_____

hereinafter referred to as FACILITY.

License Location: (Attach aerial photo or topographic map identifying location of proposed License)

Section:_____ Township:_____ Range:_____

GPS Coordinates: (Dec.deg.) Entering R/W Latitude_____ (Dec. deg.): Longitude_____

(Dec.deg.) Exiting R/W Latitude_____ (Dec.deg.): Longitude_____

(GPS Datum NAD/83 accuracy to approximately 30')

County Road Name or Publicly Dedicated Street/Road Name _____

_____

License Type

- ☐ "A" LICENSES: Infrastructure to be placed in COUNTY-controlled rights-of-way (i.e. pipelines, utilities, signs, etc.). **County Road and Bridge will process Type A Licenses**
- ☐ "B" LICENSES: Overhead lines or structures to be placed over COUNTY-controlled rights-of-way. **County Road and Bridge will process Type B Licenses**
- ☐ "C" LICENSES: Underground lines (bores) to be placed across and under COUNTY-controlled rights-of-way. **County Road and Bridge will process Type C Licenses**
- ☐ "D" LICENSES: New approaches onto COUNTY-controlled rights-of-way. **County Road and Bridge will process Type D Licenses.**
- ☐ "E" LICENSES: Infrastructure to be placed in publicly-dedicated rights-of-way other than County-controlled (i.e. gas lines in subdivision roads, etc.). **County Public Works will process Type E Licenses.**

LICENSEE Contact

Name:_____ Phone Number:_____

COUNTY hereby grants a License upon property the COUNTY acquired for and/or utilized in the operation and maintenance of a COUNTY road, to LICENSEE, subject to the following stipulations:

1. The FACILITY will be placed in a manner conforming to recognized standards, applicable federal, state, or local laws, codes, ordinances, and regulations; in the location shown on the attached "Exhibit A"; and as directed by the COUNTY. Placing the FACILITY in a location other than originally approved without obtaining prior COUNTY approval by submitting a revised "Exhibit A", may void the license.

2. Any future alterations, modifications, or removals of the FACILITY within the public right-of-way, required and requested by the COUNTY, shall be completed without delay. Adjustments will be accomplished at no expense to the COUNTY, unless otherwise provided for by law.

3. The license grants permission for the LICENSEE to occupy a portion of the right-of-way controlled by the COUNTY. This permission is limited by the type of controlling interest held by the COUNTY. Responsibility to satisfy any other fee (deeded) interest rests with the LICENSEE.

4. This license will not be modified, transferred, or assigned without the written consent of the COUNTY. This license does not allow for installation of additional facilities, nor does this license set aside a strip of land of specific width for the exclusive use by the LICENSEE.

5. Attached to this license is a map, topographic map, or plan sheet(s) labeled "Exhibit A", dated _____, which clearly shows the FACILITY's alignment, grade, vertical and horizontal clearances, type of material, operating pressure and/or capacity, property ties, as well as dimensions from the proposed FACILITY to the roadway and/or right-of-way line, which by this reference is made a part thereof. For aerial crossing Licenses, Exhibit A shall show at a minimum the low sag design clearance above the high point of the roadway. For buried highway crossing License, Exhibit A shall show at a minimum the depth of the FACILITY relative to natural ground, roadway drainage ditch, and the roadway template as well as the proposed casing type and method of installation. Pipelines require plan sheets, preferably with aerial photo backgrounds, showing proposed alignment and appurtances. The maximum sheet size for the Exhibit A sheet(s) shall be 11” x 17”.

6. The LICENSEE agrees to the standards for traffic control as outlined in the "Manual on Uniform Traffic Control Devices". Standards developed by the LICENSEE may be substituted for the cited manual provided they have been approved by the County Engineer. The LICENSEE must cease all operations if they do not comply with traffic control standards. Traffic control plans and road closure plans may be required by the County for approval prior to starting any work on the street right-of-way.

7. The LICENSEE agrees to forever indemnify the COUNTY and save it harmless from all liability for damages to property, or injury to death of persons, including all costs and expenses related thereto, arising wholly or in part, or in connection with the existence, construction, alteration, repair, renewal, use, or removal of the FACILITY by the LICENSEE or his agents, for those facilities located within the COUNTY right-of-way described or noted herein.

8. Specific construction considerations may be attached to this form by the COUNTY. The LICENSEE agrees to incorporate the applicable requirements into the design of the FACILITY and assures compliance with these requirements during the construction of the FACILITY. Non-compliance will void this permit.

9. The LICENSEE is required to notify the COUNTY in writing to cancel and/or nullify an issued license if the described FACILITY is to be abandoned in place, will be removed, or will not be constructed. The COUNTY will determine if abandonment in place will hinder the COUNTY's future operations and if the FACILITY must be removed at the time of abandonment.

10. This license will be null and void if construction of the described FACILITY does not commence within six (6) months of approval, unless prior arrangements have been made specifying a specific construction period. This license shall be null and void if the described FACILITY is not in use for a period of eighteen (18) months or longer, and the LICENSEE may be required to remove the FACILITY.

11. Based upon the complexity, construction methods or other concerns, the COUNTY may require part-time or full-time inspector(s) to the LICENSEE's project. The cost of such inspection will be at the sole expense of the LICENSEE.

12. The LICENSEE waives all claims against the COUNTY for any loss, damage or injury sustained to property of LICENSEE which is installed on COUNTY right-of-way under this agreement due to ordinary negligence of COUNTY or its employees.

13. The LICENSEE is hereby advised that any work operation in the vicinity of electric power lines shall be in compliance with W.S. 37-3-301 through 37-3-306, titled Wyoming High Voltage Power lines and Safety Restrictions Act, and the LICENSEE is further advised to comply with the provisions W.S. 37-12-301 through 37-12-304, titled Damage to Underground Public Utilities Facilities.

14. This license is issued with the understanding that conventional construction methods like: trenching, plowing, boring, pole setting by truck, etc. will be used. Activities like blasting, erection of poles or structures by helicopter or other other non-conventional methods will require specific prior approval by the COUNTY.

15. LICENSEE shall design, construct, maintain and operate the FACILITY so that it will not interfere with the use of the area subject to this License by the COUNTY. LICENSEE shall restore the surface and any damaged improvements and any disturbed adjacent areas caused by any failure of the design, construction, maintenance or operation of the FACILITY, to a condition comparable to the condition of the disturbed or damaged areas before the failure of the FACILITY.

17. After repair of any asphalt or asphaltic concrete roadways or pathways that are damaged and/or removed as a result of the construction of the FACILITY, the LICENSEE and COUNTY shall meet and document the post-construction condition of the roadway. This data will be used as a baseline to determine future maintenance repairs required of the LICENSEE that result from settlement and/or other means of roadway or pathway failure caused by the failure of the design, construction, maintenance or operation of the FACILITY.

18. No open-trench cutting of a COUNTY-controlled and maintained roadway will be allowed without prior consent of the COUNTY Road and Bridge Director.

19. LICENSEE must call for utility locates prior to installation of any FACILITY.

20. Additional COUNTY Stipulations (COUNTY representative to check those that apply)

Schedules, submittals and notifications (**Applies to all License Types**)

- ☐ As-constructed plans shall be submitted to Campbell County Public Works within 45-days of project completion
- ☐ As-constructed plans shall be submitted to Campbell County Road and Bridge within 45-days of project completion
- ☐ At least 48 hours notice of construction commencement shall be given to Campbell County Road and Bridge
- ☐ LICENSEE shall provide an as-constructed metes and bounds description of the installed pipeline alignment with the as-constructed drawings.
- ☐ LICENSEE shall submit construction schedule to County Road and Bridge prior to commencement of project
- ☐ LICENSEE shall submit a proposed reclamation schedule to County Road and Bridge prior to commencement of project
- ☐ LICENSEE shall submit traffic control plans to County Road and Bridge for any planned roadway disruption at least 10 days prior to the disruption.
- ☐ At the time of this application, LICENSEE shall notify County Road and Bridge of any anticipated COUNTY road closures or disruptions associated with the installation of the FACILITY.
- ☐ Other_____
- ☐ Other_____

Pipelines, roadway bores, roadway open-trench cuts and general underground utilities (**Applies to Type A and C Licenses**)

- ☐ An open-trench method of roadway crossing installation is approved. The trench shall be backfilled to the bottom of the surfacing material with a cement-based flowable fill as approved by the COUNTY Road and Bridge Director.
- ☐ Buried roadway crossing must be accomplished by jacking or boring and must be contained in an approved casing.
- ☐ Buried roadway crossing will be allowed to be uncased if the pipeline material meets the requirements of ASME B31.8 (0.5 design factor, Location Class 3)
- ☐ The trench is to be backfilled and compacted daily, and no open trenches will be allowed to be left overnight.
- ☐ Up to _____' of trench may be exposed at any one time providing appropriate barriers are placed around it.
- ☐ Trench backfill shall be compacted to a minimum of _____% of Modified Proctor.
- ☐ Reclamation of pipeline trenches, bore pits and other vegetation scars within the right-of-way must be complete (see exception for seeding) within _____ days of laying pipeline or completing bore. At no time can more than _____ feet of pipeline trench reclamation be incomplete on any given run of pipe. A COUNTY pathway cannot be out of service for longer than forty-five (45) days.
    - Seeding exception: Reclamation seeding shall not occur from _____ through _____.
- ☐ Depth to top of bore casing must be a minimum of 4 feet below the lowest elevation of the ditch line.
- ☐ Bore casing type and method shall be reviewed by County Road and Bridge Director prior to installation, and must be designed to withstand traffic and roadbed loads. The casing shall be installed in a manner to prevent the formation of a waterway under the roadway, and if used, casing must be installed across the entire portion of the roadway right-of-way.
- ☐ The two ends of the bore casing must be marked at the right-of-way line as directed by the County Road and Bridge Director.
- ☐ Pipeline trench cannot encroach onto slope between shoulder and ditch.
- ☐ Other_____
- ☐ Other_____

Roadway approaches (**Applies to Type D Licenses**)

- ☐ Approaches onto COUNTY-controlled roadways must be built to at least the minimum standards as outlined on the attached Exhibit, including but not limited to the following:
  1. No water will be allowed to run onto the COUNTY-controlled and maintained roadway from the approach roadway.
  2. An 18" minimum diameter culvert must be installed under the approach if warranted. COUNTY will determine if a larger culvert is required. In this case, COUNTY has required that you install a _____" diameter culvert.
  3. The approach must have an all-weather aggregate (similar material to existing roadway surface, _____required) for gravel roadways and a paved surfacing for paved roadways.
  4. The approach must provide a minimum of 500' of sight distance in each direction.
     a. Actual sight distance _____ and _____ reviewed by _____
  5. Standard approach width is _____'. COUNTY reserves the right to require a wider approach depending on the intended use of the approach. In this case, COUNTY requires a _____' wide approach.
- ☐ Provide photographs looking each direction down County Road from the proposed approach location
- ☐ Other_____
- ☐ Other_____

Overhead/aerial roadway crossings (**Applies to Type B Licenses**)

- ☐ Based on the electrical power line voltage of _____kV, the minimum low sag clearance above high point of road shall be _____ feet. (per W.S. 37-3-303 and using 18' base height). At no time will a low sag clearance be less than 24 feet.
- ☐ LICENSEE shall provide verification of the as-constructed minimum low sag clearance above the high point of the road within 45-days of completion of installation.
- ☐ All anchor and pole locations must be installed outside of COUNTY-controlled right-of-way.
- ☐ Other_____
- ☐ Other_____

Sign or Pole structures (**Applies to Type A Licenses**)

- ☐ Signs and sign posts placed within the right-of-way must meet minimum Rural District Detail standards per the Wyoming Department of Transportation (WYDOT). Details must show edge distance, height, break-away post size, sign support details and break-away post drill hole details at minimum.
- ☐ Light posts within ROW must meet _____
- ☐ Other_____

General (**Applies to all License Types**)

- ☐ No materials or equipment will be stockpiled or parked within right-of-way and/or within 30' of roadway shoulder
- ☐ No work may be conducted from the roadway surface
- ☐ All dirt and debris shall be swept from COUNTY paved roadways and COUNTY pathways on a daily/weekly/bi-weekly/monthly basis during construction
- ☐ Revegetation seed mix must be approved by the County Road and Bridge Director prior to reclamation.
- ☐ Work conducted within _____' of roadway shoulder will require jersey barrier placement

The undersigned, LICENSEE/Owner of the FACILITY, hereby accepts this License, subject to the terms and conditions stated herein.

ITEM	LICENSEE/Owner	Campbell County (COUNTY)
COMPANY NAME:		Campbell County Government
BY: (Sign)		
BY: (print name)		
TITLE		
DATE:		
ADDRESS		N/A
ADDRESS:		N/A
PHONE:		

Campbell County Government

GENERAL LICENSE INSTRUCTIONS

1. LICENSEE shall fill out page one of the General License and submit it along with Exhibit A to the assigned County Agency. If General License is submitted to an agency not responsible for permitting, that agency shall accept the General License and route it to the assigned agency.

2. Assigned County agency shall review and analyze the General License request and fill out the remaining General License items.

3. Assigned County agency shall contact LICENSEE and alert them the General License is ready for signature.

4. LICENSEE shall review County requirements and sign the General License.

5. Assigned County agency shall oversee the General License with assistance as required from another County agency.

6. Assigned County agency shall route hard copies of the General License to other County agencies as deemed necessary. In some cases, as in long pipelines, the as-constructed alignment exhibit for the pipeline centerline may be received at the completion of the project. Copies of the as-constructed documents shall be routed to other County agencies as deemed necessary.

7. The Campbell County Commissioner's Office shall perform digital archiving of the General License documents and shall alert Road and Bridge and Public Works once this function is complete.

Dove Creek Minor Subdivision
Homeowners Association

I. **Assessments – Creation of the Lien and Personal Obligation of Assessment**
The Declarants, for each lot or tract owned within the boundaries of the Dove Creek Minor Subdivision, herby covenant, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to become a member of the Dove Creek Minor Subdivision Homeowners Association ("Association") upon its formation, with one vote per lot for all matters contained within this document.

II. **Assessment Purpose**
The property Owners agree to pay the Association:

a. Regular Assessments on an as-needed basis for proper maintenance of the road. Assessments are to be paid pro-rata by the property owners as determined by the number of lots in the subdivision.
b. Special Assessments on an as-needed basis for road repairs and paid pro-rata by the property owners as determined by the number of lots in the subdivision.
c. The assessment levied by the Association shall be used for common areas and common assets used by Tract owners, specifically inside of the 60' public Right-Of-Way of Wise Parkway.

III. **Assessment**
The amount of the assessment will be based on the cost of maintenance and repairs.

IV. **Meetings**
The Association shall have an annual meeting. The first annual meeting shall be held in the month of December, 2022, and shall be called to order by the Declarant. At such initial annual meeting, the members of the Association shall determine the preferred time, date, and location for the annual meeting thereafter. Written notice of any and all meetings of the Association shall be given by mailing a copy of such notice at least 15 days before such meeting to each owner, addressed to the owner's address last appearing on the books of the Association, or supplied by such owner to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and the purpose of the meeting. Each owner may vote in person or by proxy at all meetings of the Association. All proxies shall be in writing. Every proxy shall be revocable and shall automatically cease upon conveyance by the owner of his lot.

V. **Notice and Quorum**
Regular meetings of the Association will be held annually with written notice sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. A quorum shall be 51% of all members with said percentages to be made up of people attending in person and those voting by proxy.

VI. **Road Repairs and Non-Payment**

All repairs to the common roads located in the Dove Creek Minor Subdivision shall be the responsibility of all lot owners and shall be paid for equally by each lot owner. Should any lot owner not pay his share of the repairs, then at the option of the remaining lot owners or Association, a lien against the non-paying owner(s), may attach in favor of the paying lot owners, to the lot(s) of the non-paying owner(s), as of the time the majority of the lot owners cause to be recorded in the office of the County Clerk of Campbell County, Wyoming, a notice of assessment of lien, which shall state:

a. The amount of delinquent assessment and such related charges as may be authorized by this declaration.
b. The name of the owner of record or reputed owner of the lot.
c. A legal description of the lot against which the lien has been assessed

In addition the lot owners or the Association may file suit in the appropriate court in Campbell County, Wyoming to collect the delinquent assessment, along with all costs and attorney's fees incurred by the lot owners or the Association related to the delinquency.

IN WITNESS WHEREOF, the undersigned, being the DECLARANTS herein, have unto set their hand and seals this 24 day of May, 2022.

DECLARANTS:

Glen Wise

Dove Creek Properties, LLC by Glen Wise, managing member

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

Subscribed and sworn before me by GLEN WISE in his capcacity as MANAGING MEMBER of DOVE CREEK PROPERTIES LLC.

Witness our hands and official seal.

Notary Public

My Commission Expires: 7/16/2024

JOSHUA H. PIERCE - NOTARY PUBLIC
COUNTY OF CAMPBELL
STATE OF WYOMING
My Commission Expires July 16, 2024

The following page(s) contain the backup material for Agenda Item: 9:50 Order Approving Enlargement, Overbrook I&SD

*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
Campbell County Clerk
P.O. Box 3010
Gillette, WY 82717-3010
Phone (307)682-7285 Fax (307)687-6455

MEMORANDUM

TO: Sandra Beeman
Office of County Commissioners

FROM: Michelle L. Leiker
Elections Coordinator

DATE: June 3, 2022

RE: Overbrook Improvement and Service District Enlargement

Attached to this cover memo is the Order Approving the Enlargement of Overbrook Improvement & Service District. Please add this to your June 7, 2022 meeting agenda. I will be presenting at the meeting.

Please return the Order to me after the June 7th meeting.

Contact me if you need more information.

cc:
Helenanne Cathey

BEFORE THE BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING

IN THE MATTER OF THE ENLARGEMENT OF)
OVERBROOK)
IMPROVEMENT AND SERVICE DISTRICT)

ORDER APPROVING ENLARGEMENT OF OVERBROOK IMPROVEMENT & SERVICE DISTRICT

THIS MATTER came before the Board of Campbell County Commissioners on a petition requesting the enlargement of Overbrook Improvement and Service District. The Board, being fully advised in the premises, finds that:

1. The Petition was signed by not less than twenty-five (25%) percent of the Landowners owning not less than twenty-five (25%) percent of the assessed valuation within the territory proposed to be included within the district.

2. The name of the district, Overbrook Improvement and Service District was accurately set forth in the petition.

3. Notice of the hearing on the Petition was given as required by law.

4. The land to be annexed is described as follows:

RANDOLPH WIRFEL PARCEL
THAT PORTION OF THE NW1/4NE1/4 OF SECTION 15, T49N, R73W, SIXTH P.M., CAMPBELL COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST SIXTEENTH CORNER OF SAID SECTION 15 AND BEING THE POINT OF BEGINNING, MONUMENTED BY AN ALUMINUM CAP STAMPED PELS 8885; THENCE S89°51'46"W, 699.38 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, MONUMENTED BY AN ALUMINUM CAP STAMPED PELS 8885; THENCE N00°37'02"E, 1323.15 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, MONUMENTED BY AN ALUMINUM CAP STAMPED PELS 8885; THENCE N89°40'41"E, 700.04 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, MONUMENTED BY A PLASTIC

CAP STAMPED RLS 2333; THENCE S00°38'39"W, 1325.42 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 21.27 ACRES, MORE OF LESS.

DONALD & CAROL COOL LIVING TRUST PARCEL
A TRACT OF LAND LOCATED IN THE NW1/4NE1/4, SECTION 15, ALSO BEING THE TRUE POINT OF BEGINNING, THENCE N89°26'14"E A DISTANCE OF 640.43 FEET, TO AN ALUMINUM CAP STAMPED PELS 8885; THENCE S00°18'26"W A DISTANCE OF 1323.89 FEET TO AN ALUMINUM CAP STAMPED PELS 8885; THENCE S89°32'00"W, A DISTANCE OF 639.71 FEET; TO THE CN 1/16 OF SAID SECTION 15, SAID MONUMENT BEING AN ALUMINUM CAP STAMPED LS2333; THENCE N00°16'36"E A DISTANCE OF 1322.80 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINING 19.44 ACRES, MORE OF LESS.

5. The Board held a public hearing on the enlargement petition on May 3, 2022, as required by Wyoming Statute §22-29-109.

6. No protests were filed or made either during the hearing or within the thirty (30) days after adjournment of the hearing.

7. The Board of Directors of the District agree to the inclusion of the new area within the district. All landowners and all voters within the new area agree to the inclusion of the new area within the district. Therefore, an election need not be held on the enlargement as stated by Wyoming Statute §22-29-301(a)(i).

IT IS THEREFORE ORDERED that the enlargement of Overbrook Improvement and Service District is approved.

DATED this 7th day of June 2022.

CAMPBELL COUNTY COMMISSIONERS

Del Shelstad, Chairman

Rusty Bell, Board Member

Colleen Faber, Board Member

Robert L. Maul, Board Member

Don Hamm, Board Member

Attest:

Susan F. Saunders, Campbell County Clerk

The following page(s) contain the backup material for Agenda Item: 9:55 Ludog Minor Subdivision Request

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

Campbell County
wyoming

Memorandum Department of Public Works

TO: Campbell County Board of Commissioners

FROM: Sam Proffer, Planner and Zoning Administrator

DATE: June 7th, 2022

SUBJECT: Ludog Minor Subdivision Request

Case Number: 21.03.COMP

Summary:

The Ludog Minor Subdivision request is for a three-lot subdivision at the end of Overbrook Road, accessed off Force Road, approximately 4 miles west of the intersection of Force Road and Highway 50. The proposed subdivision is contiguous with the Overbrook Subdivision.

With the completion of joining the Overbrook Improvement and Service District, the applicant meets all minimum Chapter 6 Subdivision Regulations requirements and Planning Considerations as stipulated by the Planning Commission when they unanimously approved the subdivision at their regular meeting on November 18th, 2021.

Upon final approval of the Ludog Minor Subdivision by the Board of Commissioners, the zoning designation of 'R-S', Rural Suburban that was approved by the Board on December 21st, 2021, will go into effect for the subdivision.

Exhibits:

- Exhibit 'A' January 20th, 2022, Planning Commission Update Documents

Staff Recommendation:

Staff recommends approval of the Ludog Minor Subdivision, Case #21.03.COMP.

ENCLOSURE 2

21.03.COMP
Ludog Minor Subdivision Update

Campbell County
wyoming

Department of Public Works *Matt Olsen, P.E., Director*

500 S. Gillette Avenue, Suite 1400, Gillette, WY 82716 ● 307-685-8061 ● Planning 307-682-1970 ● Solid Waste/Recycle 307-682-9499

MEMORANDUM

TO: Campbell County Planning Commission

FROM: Sam Proffer, Planning and Zoning Administrator

DATE: January 20th, 2022

SUBJECT: Ludog Minor Subdivision Update / December 21, 2021 B.O.C. Meeting

To all:

At the November 18th, 2021 regular Planning Commission meeting the Planning Commission reviewed the Ludog Minor Subdivision plat.

To refresh, the Planning Commission voted to approve a Variance request from the applicant eliminating the Chapter 6 Subdivision requirement of extending the right-of-way to the furthest end of the subject property. The Board of Commissioners gave final approval of that Variance Request at the December 21, 2021 Board of Commissioners meeting.

The Planning Commission also required that the applicant join the Overbrook Improvement and Service District for road maintenance as a condition of approval of the subdivision plat. The applicant appealed the Planning Commission's decision to the Board of Commissioners asking that this requirement be waived. The Board of Commissioners voted to uphold the Planning Commission's decision requirement to join the Overbrook Improvement and Service District at the same December 21, 2021 meeting.

A copy of the 12-21-2021 Board of Commissioner's meeting minutes and the Case File are included with this memo for review.

Sam Proffer
Planner and Zoning Administrator

Office of County Commissioners
December 21, 2021
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, December 21, 2021. Commissioner Shelstad called the meeting to order at 9:00 AM. Paster Dal Grubbs led in prayer and Commissioner Shelstad led the Pledge of Allegiance.

Present were Rusty Bell, DG Reardon, Del Shelstad, Colleen Faber, Commissioners; Susan F. Saunders, County Clerk; Sean Brown, Deputy County Attorney; Emily Simper, Deputy County Attorney and Carol Seeger, Commissioners Administrative Director. Chairman Maul was absent from the meeting.

The following consent agenda was presented:

MINUTES

Board of Commissioners Special Meeting, December 3, 2021
Board of Commissioners Executive Session, December 3, 2021
Board of Commissioners Directors Workshop, December 6, 2021
Board of Commissioners Regular Meeting, December 7, 2021
Board of Commissioners Public Land Board Meeting, December 9, 2021

MONTHLY REPORTS

Clerk of District Court – November 2021
County Clerk – November 2021
Sheriff's Office – November 2021
Sheriff's Office, Detention – November 2021
Treasurer's Office – November 2021

CANCELLATION/REBATE OF TAXES

2021-3; 2021-4; 2021-5; 2021-7; 2021-8; 2021-9; 2021-10; 2021-11; 2021-12; 2021-13;2021-15; 2021-16; 2021-17; 2021-18; 2021-19; 2021-20

LETTER OF SUPPORT

Gillette College & Gillette College Foundation – EDA Grant for Good Jobs Challenge

POSITION VACANCY JUSTIFICATIONS

Airport – Airport Operations Tech I
Attorney's Office – Deputy County Attorney
Children's Developmental Services – Early Head Start Home Visitor
Public Works/Facilities Maintenance – Custodian I

SICK LEAVE TRANSFER REQUESTS

Transfer 40 hours from Employee #531733 to Employee #607064
Transfer 40 hours from Employee #531733 to Employee #607064
Transfer 40 hours from Employee #531733 to Employee #607064
Transfer 40 hours from Employee #531733 to Employee #607064
Transfer 40 hours from Employee #531733 to Employee #607064
Transfer 40 hours from Employee #531733 to Employee #607064

HAND WARRANTS

Campco Federal Credit Union $226.01

Commissioner Bell moved to appoint Shelly Besel to the Lodging Tax Board to serve a three-year term, ending June 30, 2024. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to appoint Thomas Holm to the Museum Board to serve a three-year term, ending June 30, 2024. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to appoint Katie Wilson, Jamie Tarver and BJ Clark to the Natural Resource & Land Use Committee to serve a three-year term, ending December 31, 2024. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to appoint BJ Clark to the Predator Management Board to serve a three-year term, ending December 31, 2024. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to appoint Matt Olsen and Kevin Geis to serve as viewers in the petition regarding Bishop Road, in accordance with W.S. 24-3-101, as presented. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

A Public Hearing was held at 10:15 AM for the purpose of hearing the transfer and renewal requests of Retail Liquor Licenses & Limited Retail Liquor Licenses.

Commissioner Faber moved to approve the application for a transfer of a Retail Liquor License to Norma & Justin Ruff and renewal of the Retail and Limited Liquor Licenses issued to The Office Saloon LLC, Jennifer McLaughlin, Bryan Pownall & Michael Willis, Norma & Justin Ruff, and renew the Limited Liquor License to the Moose Lodge #1957, pursuant to W.S. 12-4-104, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

A Public Hearing was held at 10:20 AM for the purpose of hearing a zoning request for the Ludog Subdivision. The applicant has requested that the proposed new subdivision be zoned R-S, Residential Suburban.

Commissioner Bell moved to approve the Rezoning Request submitted by Randy Wirfel, Case Number 21.05 COZ, to rezone three lots in the Ludog Subdivision from unzoned to R-S (Rural Suburban), contingent upon the approval of the Ludog Subdivision, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

After hearing from the parties, including members of the public, the Board discussed the variance request and determined that the variance should be granted. The variance granted is to require the developer to provide right-of-way and construct the road to the cul-de-sac as platted for the reasons due to the topography in the area, the variance is the minimum adjustment necessary to alleviate the hardship and will be consistent with the intent and purposes of the subdivision regulations for connectivity which must take into consideration topography. It is impractical at this time to require right-of-way or construction of a road to the border of the

proposed development. Any variance will be somewhat in conflict with the regulation by its very nature but if good cause exists as here, it is warranted.

Commissioner Bell moved to approve a variance to the Chapter 6 Subdivision Regulations in Case Number 21.03 COMP requiring the developer to construct the road only to the furthest point possible given the topography. Commissioner Faber seconded the motion. Commissioner Bell withdrew the motion.

Commissioner Faber moved to approve a variance to the Chapter 6 Subdivision Regulations in Case Number 21.03 COMP requiring the developer to dedicate right-of-way and construct the road only to the furthest point possible given the topography. Commissioner Bell seconded the motion. All Voted – Nay. Failed.

Commissioner Bell moved to approve a variance to the Chapter 6 Subdivision Regulations in Case Number 21.03 COMP requiring the developer to dedicate right-of-way and construct the road, as platted. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve to uphold the decision of the Planning Commission in Case Number 21.03 COMP requiring the proposed subdivision to join the Overbrook Improvement and Service District as a condition for approval of a subdivision permit. Commissioner DG Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve that all employees receive a one-time token of appreciation in the sum of $1,800 for full-time employees and a prorated sum for regularly scheduled part-time employees currently employed by the Campbell County and the Joint Powers Boards at the time of approval to be distributed in the second paycheck in January 2022. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

There being no further business to come before the Commissioners the meeting was adjourned at 12:45 PM. The next regular meeting of the Commissioners will be held Wednesday, January 5, 2022, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, County Clerk
Board of County Commissioners

Del Shelstad, Commissioner
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

500 South Gillette Avenue
Department
Suite 1400
Gillette, Wyoming 82716
Fax

Public Works

(307) 685-8061
(307) 687-6349

Ludog Subdivision
Variance Request and Appeal

December 14, 2021

Planning Commission Meeting	**Board of Commissioners Meeting**
November 18th, 2021	December 21st, 2021

Applicant: Randy Wirfel, Owner

Case Number: 21.03 COMP

Agent: Sheila Slocum, PCA Engineering

Summary: The applicant proposes subdividing a 21.27-acre parcel into three (3) lots. Chapter 6 Subdivision Regulations (Chapter 6) Section 7.5(k)(iv) requires roads to be constructed to the furthest property boundary. Per Chapter 6 Section 4.3 'Variances', the applicant has asked for a variance to not construct the road to the furthest point of the property.

Chapter 6 encourages developers to join adjacent Improvement and Service Districts (Districts) for the purposes of road maintenance. The Planning Commission (Commission) made joining the Overbrook District a condition for approval of the Ludog Subdivision. Per Chapter 6 Section 4.2 'Appeals', the applicant has appealed the Commission's requirement. The Board of Commissioners (Board) must decide these matters before the applicant can present a final plat for signature.

Item 1: Variance Request

Chapter 6 requires subdivisions to have publicly dedicated roads that extend to the furthest boundaries of the subdivision to allow for interconnectivity of future development. This aligns with Campbell County Comprehensive Plan (Comp Plan) Chapter 5: 'Infrastructure'. The goals and philosophy of the Comp Plan is to help guide similar type developments to certain geographic areas and to aid in extending infrastructure such as regional water and other utility services to undeveloped land.

The subdivision that was presented to the Commission on November 18th, 2021 originally included right of way to the furthest boundary but did not include plans to build the road to that point, hence the request for a variance. The reason given is because of steep terrain. Per the applicant, the roadway surface would have terminated at the property line significantly higher than the adjoining property requiring them to encroach onto their neighbor. (See example, Exhibit 'A1')

After hearing concerns from adjacent landowners of potential increased traffic from possible future development the Commission recommended to grant not only the variance requested, but also to eliminate the right of way to the furthest boundary to prevent further development.

Staff Response

Eliminating the right of way to the furthest boundary does not comply with either Chapter 6 or the Comp Plan. The intent is to provide continuity of development to certain areas defined in the Comp Plan and Future Land Use Map. The Comp Plan seeks to keep residential development guided towards prime areas, commercial towards Gillette, and help facilitate future infrastructure expansion.

Further, simply granting a variance does not prevent right of way from being acquired in the future to allow development of adjacent properties. Doing so now would also deny adjoining property owners the interconnectivity that previous adjacent landowners have enjoyed when other developers went through the subdivision process.

However, a variance to constructing the road to the furthest boundary may be reasonable if the topography is such that building the road would require acquisition of neighboring land to accommodate for sloped road construction. (Reference Exhibit 'A1')

The Board must weigh the variance request and Commission recommendation considering Chapter 6 Section 4.3(a) which requires that all the following conditions are met:

(i) The variance will not be detrimental to the public health, safety or general welfare or injurious to other adjoining properties.

(ii) Due to the physical surroundings, shape or topographical conditions of the property involved, strict compliance with the regulations will impose an undue hardship on the owner. Undue hardship does not include personal or financial hardship, or any hardship that is self-imposed.

(iii) Any variance granted shall constitute the minimum adjustment necessary to alleviate the hardship.

(iv) The variance will not cause a substantial increase in public costs, now or in the future.

(v) The variance will not result in a subdivision that conflicts with any adopted Comprehensive Plan, Land Use Map or Zoning Regulations.

(vi) The variance is consistent with the surrounding community character of the area.

(vii) The variance is consistent with the intent and purposes of this Chapter.

The Commissions' recommendation of granting a variance eliminating the right of way to the furthest boundary conflicts with items (iii) (v) (vii) above.

Staff Recommendation: Staff recommends granting a variance that will require the developer to construct a road only to the furthest point without encroaching onto neighboring property. All other requirements of Chapter 6 shall apply.

Item 2: Appeal to Planning Commission Decision

The applicant originally proposed a road maintenance agreement as part of the covenants to the subdivision for maintenance of the road within the subdivision boundaries.

Representatives of the District raised concerns regarding the use of Overbrook Road by residents of the proposed subdivision without contributing to the District. The Commission made joining the District a condition for approval of the subdivision.

The applicant's agent has appealed this decision based on the claim that the applicant and the District could not reach an agreement of how that would happen. Reference attached letter (Exhibit 'B1') from PCA Engineering.

Staff Response

Chapter 6 Section 8.3 states that a District, Homeowners Association (HOA), or equivalent be formed for subdivision road maintenance. A District, HOA, or equivalent must provide adequate funding and means for enforcement, ability to correct unsafe conditions, a method for receiving and processing complaints, and a regular maintenance program. An agreement can be an acceptable means of maintenance if it can be demonstrated that the agreement meets the intent of that section. The Commission

determined that the proposed road maintenance agreement did not met these requirements.

Section 8.3(a)(i) encourages but does not require new subdivisions to join adjacent Districts. Chapter 6 Sections 4.1(b), 6.7(d), gives the Commission the authority to review alternative submittals and make recommendations and/or conditions for approval of subdivision plats. (See Exhibit 'E1', page 86 of this document for alternative submittal)

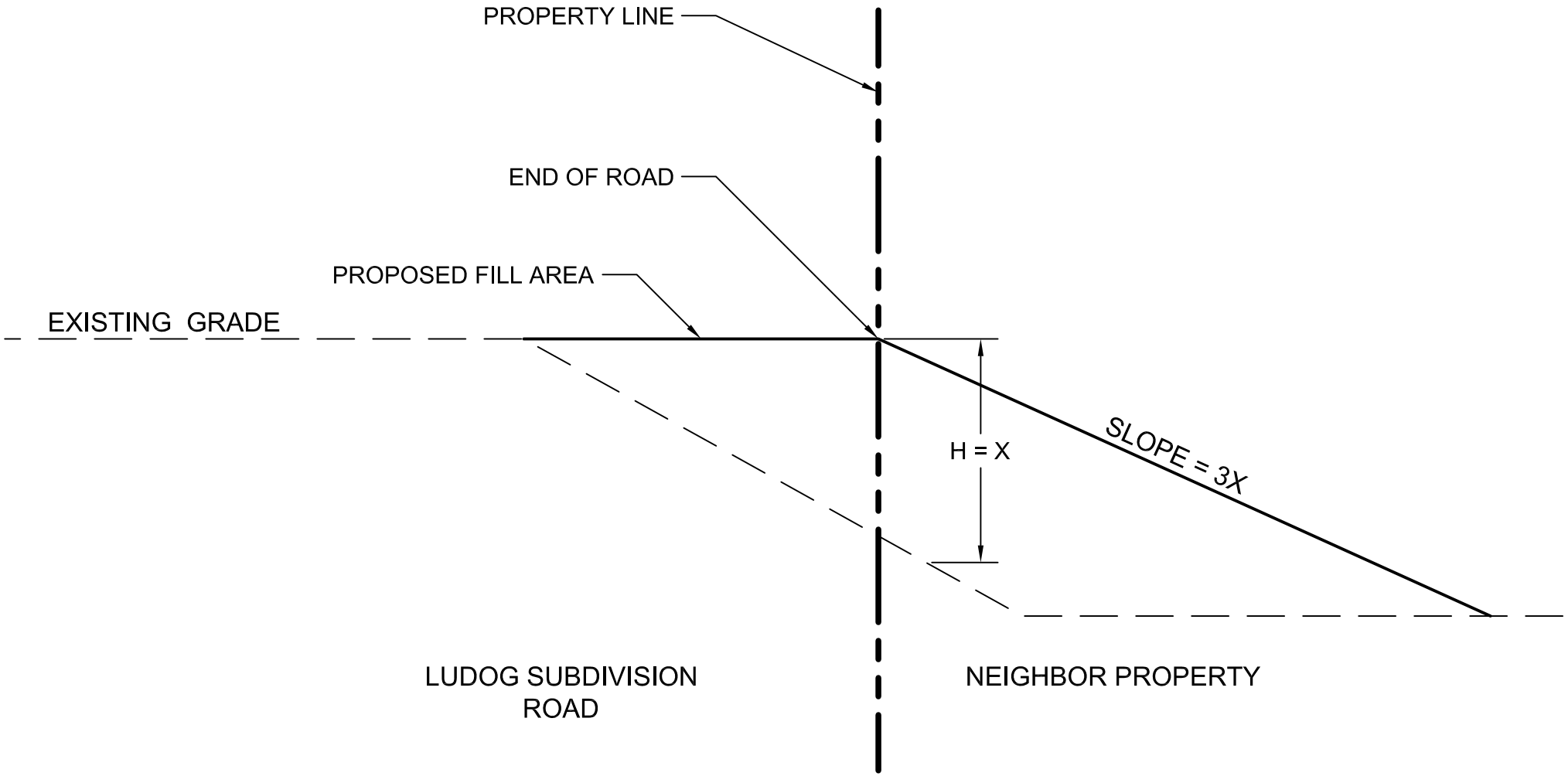
The Commission acted within their scope of authority recommending the Board require the applicant join the Overbrook District as a condition of final approval of the Ludog Subdivision. The Commission does not determine how the applicant accomplishes this condition. Further, Comp Plan Chapter 5: 'Infrastructure' page 40 notes that one of the long-standing challenges to subdivision roads is ongoing maintenance. This clarifies that the County's goal is to ensure subdivision roads have adequate funding provided by the landowner's themselves for ongoing maintenance.

Staff Recommendation:

Staff recommends that the Board uphold the Commission's recommendation of joining the District.

Exhibits:

- Exhibit 'A1', End of Road Detail (Pg. 5)
- Exhibit 'B1', Appeal Request (Pg. 6)
- Exhibit 'C1', County Land Use Maps and Comp Plan Info (Pgs. 7 - 13)
- Exhibit 'D1', November 18th, 2021 Planning Commission Minutes (Pgs 14 - 19)
- Exhibit 'E1', Ludog Subdivision Case File (Pgs. 20 - 219)


PROPERTY LINE
END OF ROAD
PROPOSED FILL AREA
EXISTING GRADE
H = X
SLOPE = 3X
LUDOG SUBDIVISION ROAD
NEIGHBOR PROPERTY

November 30, 2021

Campbell County Planning
500 S Gillette Avenue,
Gillette, Wyoming 82716

RE: Ludog Subdivision – Appeal to Planning Commission

To whom it may concern,

We are requesting to be put on the agenda for the County Commissioners for December 14, 2021.

We have not come to a compromise with the adjoining I&S District. When they initially wrote in to challenge the subdivision, they requested an agreement similar to one that was recently done on a subdivision adjacent to Stonepile in regards to a road maintenance agreement. When I brought this to the attention of my client, he contacted the district and said he would be willing to do something along those lines. We thought all was good until we went to the Planning Commission meeting, at which time the district changed its mind and decided they wanted this little 3 lot subdivision to become part of the district. The commission at this point instructed us "to just fill out an application" and expand the boundary. We tried to explain to the commission that it wasn't that simple. They said go to the districts meeting and come to an agreement but also said for the district to share cost.

We attended the districts meeting on November 22, 2021 at which point they said they weren't ready to give us a resolution which is required for us to move forward with the expansion. They also said they would not share cost of the expansion. We never requested an expansion so we don't see how we should be responsible for all the cost. My client just wants to be able to chip in for road maintenance.

Because of the Planning Commission requiring this subdivision to becoming part of the I&S district it has put all the power into the districts hands and that's not right. We don't feel they should get all the say when we don't even want to join the district. We are following a standard set forth in the regulations created by the County by providing some form of agreement for maintenance of the roads. We are good with going into contract for road maintenance because that seems the most reasonable at this point. They are also not offering all services unless this developer upgrades their whole water system for them. The expansion doesn't make sense when all services aren't available to this new subdivision without unreasonable expenses.

Please don't hesitate to reach out if there are any concerns or questions. You can contact myself at slocums@pcaengsur.com or 307-687-0600. You can also contact the developer, Randy Wirel at 307-299-8005.

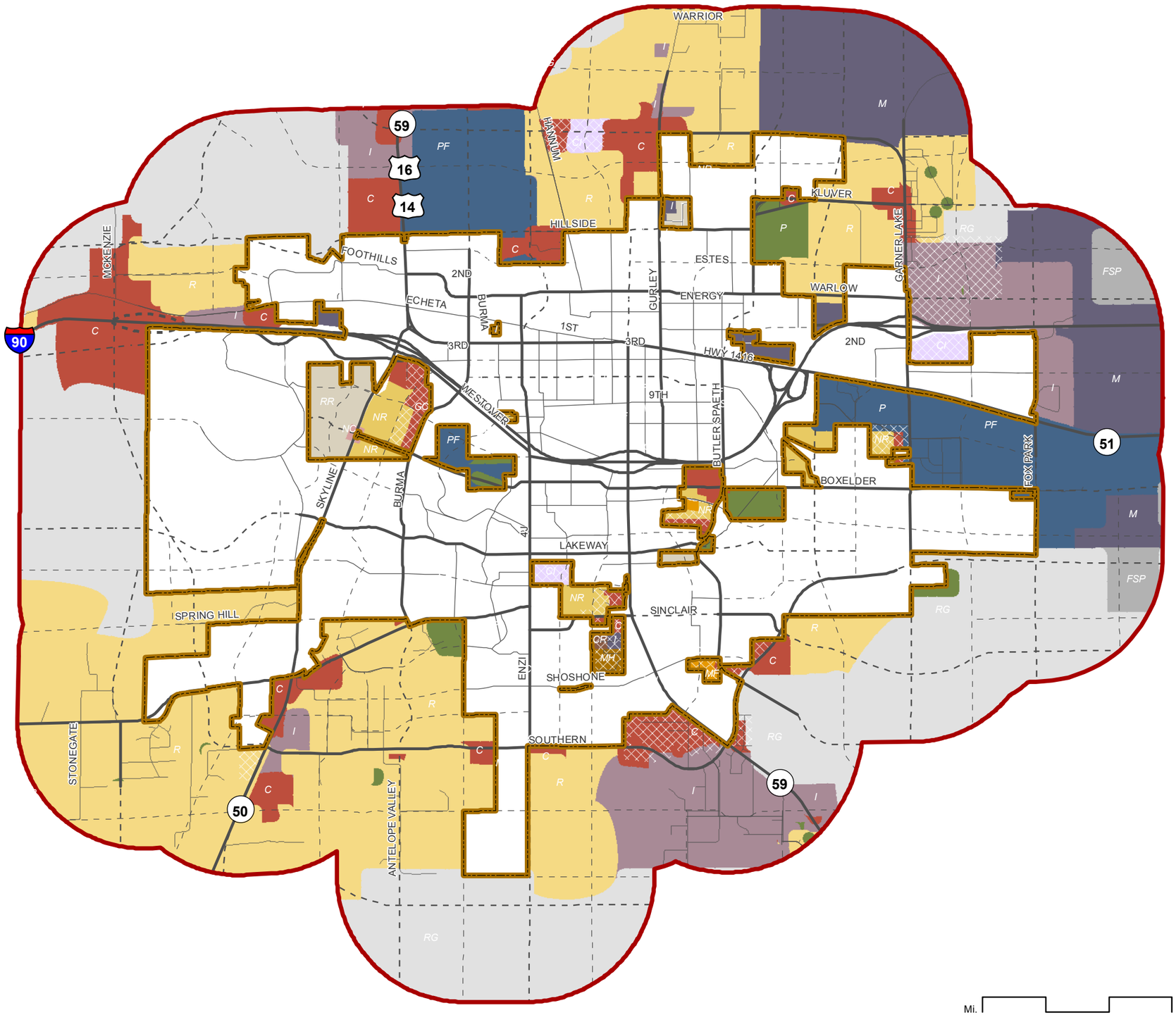
Thanks,

Sheila Slocum, PLS - agent

P.O. BOX 2185, 4506 WIGWAM BOULEVARD
GILLETTE WYOMING 82716
(307) 687-0600 (307) 687-7022 FAX

WEBSITE: www.pcaengsur.com
EMAIL: pca@pcaengsur.com

City-County Joint Future Land Use Plan



Legend

Joint Future Land Use Plan

- Rural General (RG)
- Residential (R)
- High-Density Residential (HDR)
- Commercial (C)
- Industrial (I)
- Commercial/Industrial (CI)
- Mining (M)
- Federal/State/Public (FSP)
- Public Facilities (PF)
- Parkland/Infrastructure (P)
- Mixed-Use Areas
- Municipal Boundary
- One-Mile Joint Planning Area

Mi. 0 0.25 0.5 1 1.5 N

The One-Mile Joint Planning Area ("Statutory Boundary") is authorized by Wyoming Statute 34-12-103 as a one-mile radius extending from the City Limits, in which subdivision plats must be jointly approved by Campbell County and City of Gillette officials.

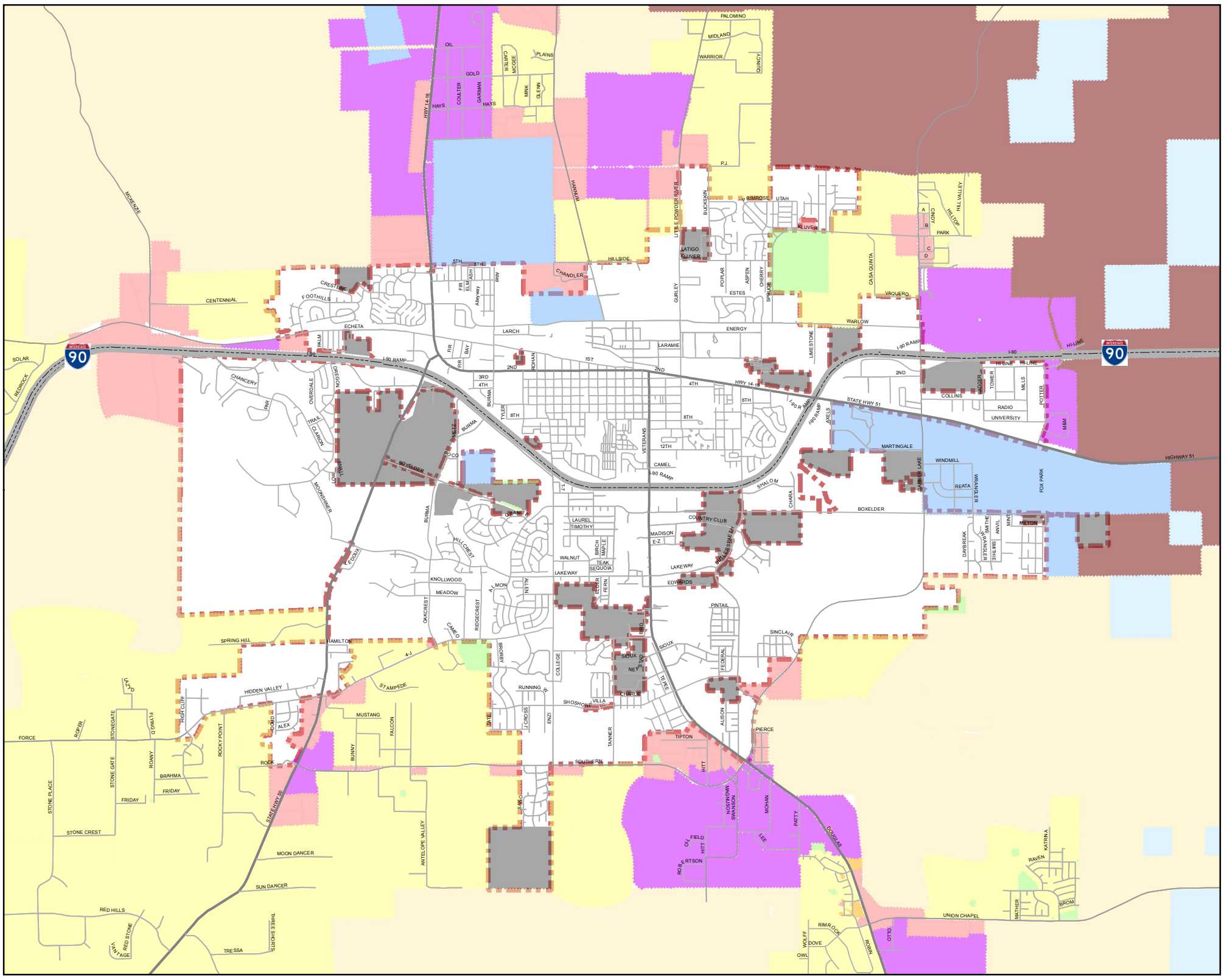
Map Disclaimer: This graphic representation highlights generalized areas for long-range planning purposes only. Any development outside the City Limits requires County approval. Data is not guaranteed for accuracy and may be subject to revision at any time without notification. Individual property owners should contact the City of Gillette's Engineering and Development Services Department with specific site questions.

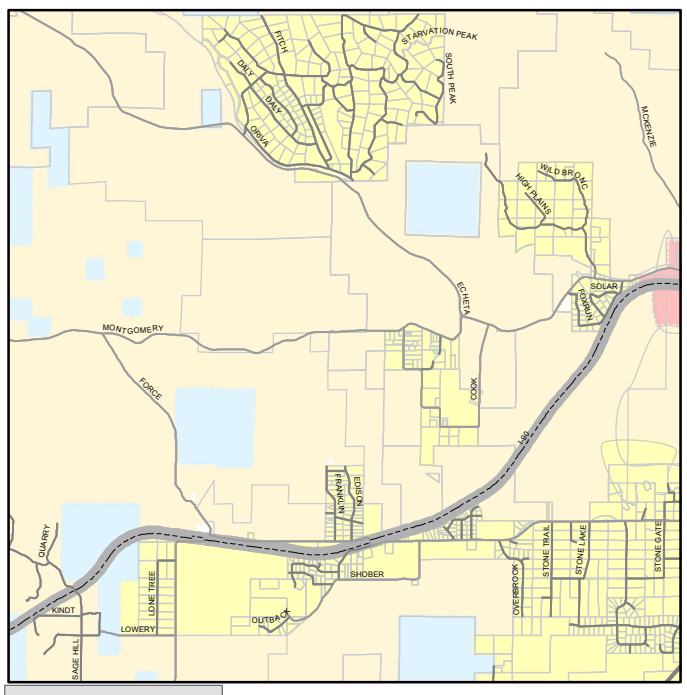
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Campbell County
wyoming

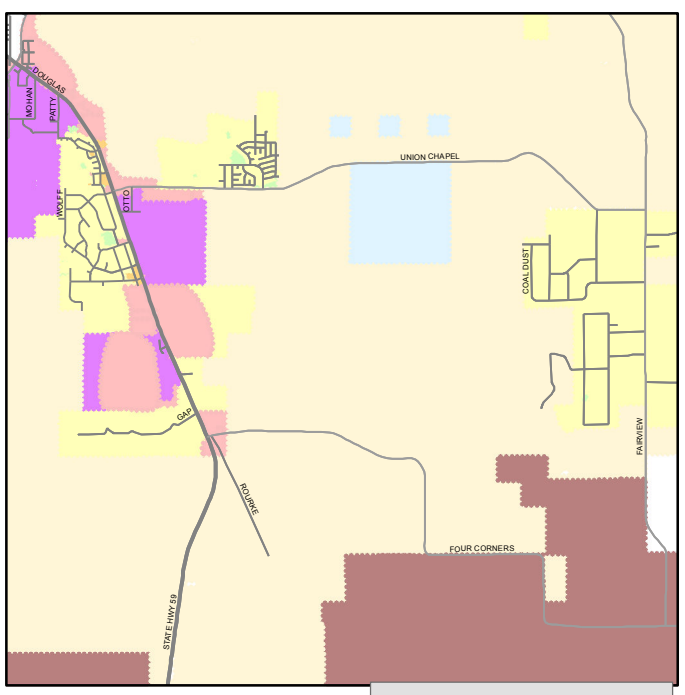
CAMPBELL COUNTY
2013 Future Land Use

Campbell County
wyoming

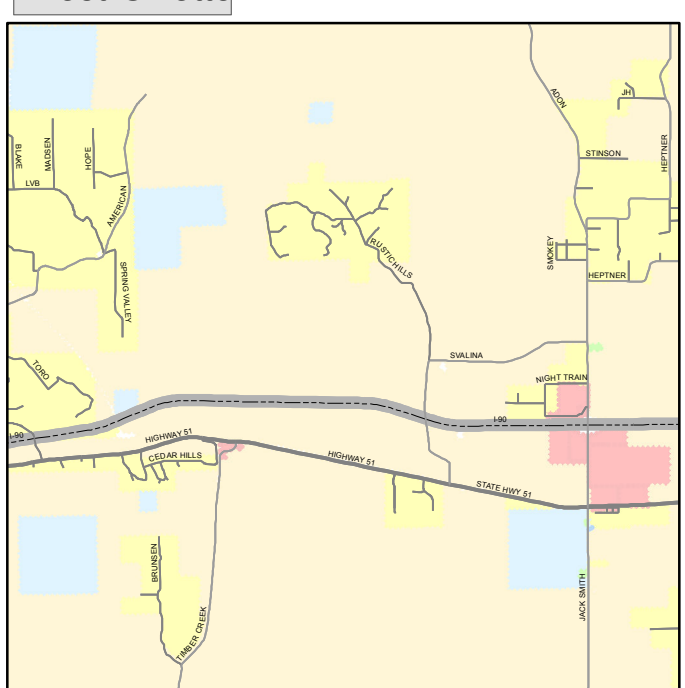




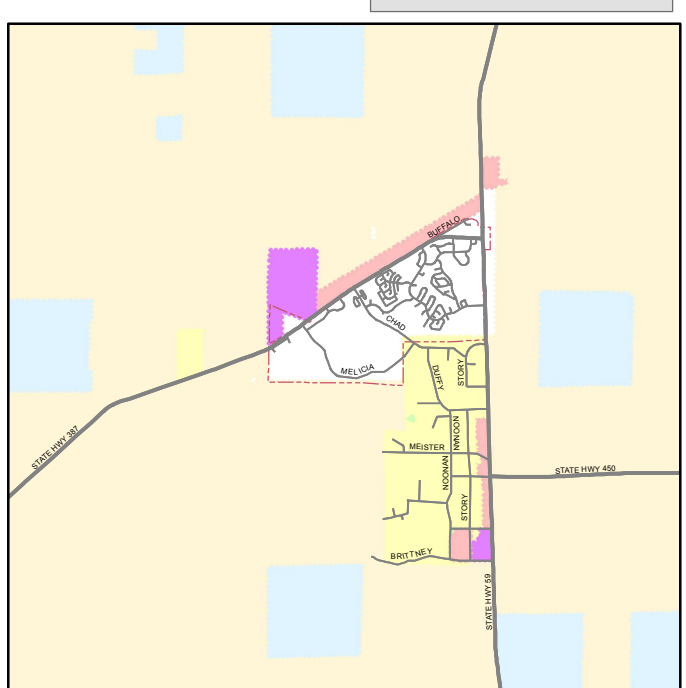
West Gillette



Southeast Gillette



Rozet Area



Wright Area

Future Land Use Categories

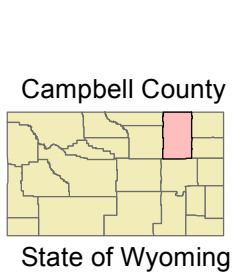
- City Infill
- Commercial
- Federal/State/Public
- High Density Residential
- Industrial
- Mining
- Parkland/Infrastructure
- Public Facilities
- Residential
- Rural General
- City Limits

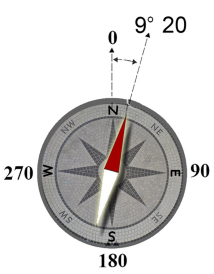
Additional Map Information

Future Land Use categories shown on this map were created through a public input process during the development of the 2013 Campbell County Comprehensive Plan Update. This map is made available to the public by the County and is not a legally recorded map or survey and is not intended to be used as such.

This map is created from compiled records, spatial information, and data from various sources. The source data may contain errors.

Campbell County shall not be liable for any damages or claims that arise out of the user's access to, or use of this map. This map is provided as reference only and should not be relied upon without reviewing the Official Future Land Use Map kept in the Public Works, Planning Division. This Future Land Use Map is a generalization that is not updated daily. Maps can be pruchased in full size copies or small copies or by obtaining a .shp or .lyr file from the Planning Division





Campbell County's future...today

Leave Your Mark

COMPREHENSIVE PLAN 2013

Infrastructure Actions

ACTION	PRIORITY	TIME FRAME	COST	RESPONSIBLE PARTY
37. Coordinate with the City of Gillette to plan water, sewer and road extensions to efficiently serve the land use plan for the Joint Planning Area.	High	Medium Range	$	County Planning
38. Discourage new septic systems and wells in locations that are slated for future water and sewer service.	High	Short Range	$	County Planning & Building
39. Coordinate City and County capital improvement plans (CIP) to provide a predictable timetable for water and sewer extensions into Joint Plan Area for the purpose of informing land owners of the optimal time to construct on individual lots.	Medium	Medium Range	$	County Commission, City Council, City Planning, County Planning
40. Consistently enforce road standards for all public and subdivision roads so there is continuity in road construction and durability.	Medium	Short Range	$	County Planning & Engineering
41. Pave the most heavily traveled county roads to reduce dust pollution.	Low	Long Range	$$$	County Commission

29. Provide a Future Land Use Map that identifies locations for industries, businesses and college expansion and for projected residential growth	Medium	Long Range	$	County Planning
30. Evaluate policies, regulations, and codes for opportunities to remove obstacles to economic development and childcare without compromising safety or other important community goals.	Medium	Medium Range	$	County Planning
31. Designate locations on the Future Land Use Map for new industrial and commercial development.	Low	Short Range	$	County Planning; CCEDC Business & Industrial Parks Taskforce
32. Encourage the creation of wind farms and other alternative energy options at appropriate locations.	Low	Medium Range	$	County Planning
33. Strengthen and enforce nuisance regulations.	Low	Medium Range	$	County Planning
34. Support the development of an industrial park in or adjacent to Wright.	Low	Medium Range	$	County Commission, Town of Wright & Wright EDC
35. Review and make appropriate revisions to nuisance regulations, visual screening requirements and sign regulations.	Low	Medium Range	$	County Planning
36. Review and make appropriate changes to the site plan review process and approval criteria that are intended to upgrade the visual appearance of developments.	Low	Long Range	$	County Planning & Building

Economic Development Actions

ACTION	PRIORITY	TIME FRAME	COST	RESPONSIBLE PARTY
21. Support the extraction of additional minerals	High	Long Range	$	County Commission/City Council
22. Encourage subdivisions in locations that are not in the path of future coal mine expansion.	High	Long Range	$	County Planning & County Commission
23. Advocate for State and national energy policies and regulations that are favorable to the coal industry.	High	Long Range	$	County Commission
24. The 2010 City/County Regional Water Joint Powers Agreement (JPA) has established the rules for connection to the regional water system within the DSA. Review and recommend changes to the JPA at a frequency not more than every 5 years, but not less than every 10 years. Consider adjustment to the DSA at a frequency not more than every year, but not less than every 5 years	High	Long Range	$	County Commission/City Council
25. Ensure the County's policies and programs are consistent with CCEDC's Five Year Action Plan.	Medium	Long Range	$	County Planning & CCEDC
26. Participate in CCEDC activities to remain well informed about local initiatives for economic development.	Medium	Long Range	$	County Planning
27. Assist with funding CCEDC & NEWEDC initiatives as is appropriate and financially feasible.	Medium	Long Range	$$$	County Commission
28. Support expansion of Gillette College	Medium	Long Range	$$	County Commission

OVERALL PHILOSOPHY

Campbell County's overall philosophy is to pro-actively plan and construct infrastructure to accommodate projected growth, ensuring that economic development is not restricted by infrastructure limitation. Locating and designing infrastructure and roads will be managed to optimize the development of areas near services, an inherently cost efficient pattern of development. Public opinion in Campbell County is clear in calling for very little land use regulation. The concern over the loss of property rights was very important to 85% of the citizen survey respondents, and 67% said the concern about over-regulation was very important. While there is support for using regulations to address a few issues, the implementation of this Plan must rely on other approaches. The locations of infrastructure extensions and new roads can have profound impact on future land use patterns. It is the general philosophy of this Plan to coordinate infrastructure and road projects with the Future Land Use Map.

The County also recognizes that public facilities can add to the residents' quality of life and make Campbell County a more attractive place to live. When funding for facilities is available, the County intends to continue improving the community's livability.

STRENGTHS TO BUILD ON

Road Capacity

Campbell County has many success stories involving infrastructure and facilities and perhaps the roadway network provides one of the best successes. The road system has great capacity to accommodate future growth and development and the County has a long track record of excellent road maintenance. The road network is a great asset that both serves the current population and businesses and provides opportunities for future growth.

Gillette Regional Water

The Gillette Regional Water Supply Project will provide water for a potential population of 56,000 residents. This project provides for significant economic development and population growth, and also improves the water quality for the community. It also addresses the concern by 88% of survey respondents who agree that new development should ensure that it does not impair water supplies for established users.

Public Facilities

A community is more than roads and water lines; it also contains amenities that create a good place to live. The County, with the participation of the City of Gillette and Town of Wright, have added first rate recreation centers in Gillette and Wright, one of the best event centers in the region, and other facilities including libraries, fire stations, medical facilities and detention facilities, that add to the residents' quality of life.

Commitment and Ability

Roads, water lines and public facilities that have been constructed or are in the planning stage are examples of a remarkable ability to build for the community's future. They demonstrate both the commitment and ability to identify needs, make plans, and fund and construct the

locations. While on a much smaller scale, the same can be said about the Town of Wright and Campbell County. Here too 56% of survey responses indicated there should be one town-county plan for future road locations.

Subdivision Roads

Approximately 74% of survey respondents believe improved subdivision roads in the County are needed. The majority of subdivision roads in the County are publicly owned, however maintenance is the responsibility of the individual homeowners along the road. The challenges are to ensure that these roads are constructed to proper standards and the other pertains to their ongoing maintenance.

Campbell County currently enforces standards for the construction of subdivision roads to ensure sufficient sub-base and base materials are used and proper drainage is installed. However, in past years several roads were inadequately constructed and they now create problems for the subdivision residents. These roads are constructed by the subdivision developer and the ownership and financial obligations of the roads typically are transferred to the owners of the lots within the subdivision. If the roads are not properly constructed, the functionality of the roads and the costs of making repairs become severe burdens to the lot owners.

The ongoing maintenance costs also are the obligation of the lot owners within the subdivision, and even well-constructed roads require maintenance. Campbell County has bladed or plowed some subdivision roads when their work schedules allowed it, but this voluntary action has created expectations or misunderstanding among some subdivision residents. This gesture has caused several complaints from residents along subdivision roads when the County was unable to provide the free service. These expectations and misunderstanding may lead to Campbell County reconsidering the provision of free maintenance of subdivision roads.

Finally, the County Commissioners currently offer a matching grant program to homeowners and subdivisions that form Improvement and Service Districts to help with the maintenance costs in their subdivisions. The Commissioners should review this program yearly to ensure that it continues to be a beneficial program to rural subdivision residents in assisting them with maintenance of their roads.

Dust and Air Pollution

The extensive network of County roads and subdivision roads provide excellent access but they predominately have gravel surfaces, which create a challenge for the County. Gravel roads create dust, and while this is an inconvenience for residents, it can cause severe problems for the coal mines. The operations of coal mines are significantly affected by the results of air quality tests and these tests in turn reflect fugitive dust in the vicinity. Paving roads certainly will greatly reduce the problems that arise from dust, but would be extremely costly. However, clustering development in a portion of the county will channel traffic onto fewer segments of county roads, and perhaps these fewer but highly travelled roads could be paved over time. Complicating this strategy, however, is the strong opposition to clustered subdivisions by the survey respondents. 61% of the respondents said the County should not support cluster subdivision designs; only 16% said clustered subdivisions should be encouraged (17% were undecided).

MEMBERS PRESENT

Todd Hildebrand, Chairman
Bob Jordan, Member
Harry Averett, Member
Kurt Siebenaler, Vice Chairman
Anna Land, Member

MEMBERS ABSENT

STAFF MEMBERS PRESENT
Sam Proffer, Planner and Zoning Administrator
Clark Melinkovich, Senior Engineer & County Recorder
Matt Olsen, Public Works Director

The meeting was brought to order at 7:00 p.m. by Chairman Hildebrand. He thanked the public for attending and reminded them of how to address their comments to the Commission.

Approval of Minutes:

Chairman Hildebrand asked if the Commissioners had read the minutes and if there were any changes or corrections that needed to be made. Commissioner Land noted that her name was misspelled, and Vice Chairman Siebenaler noted that Commissioner Jordan was listed as Vice Chairman his own title was shown as co-chairman rather than Vice Chairman.

Chairman Hildebrand asked for a motion to approve the October 21st, 2021 minutes as amended. Commissioner Jordan moved and Commissioner Siebenaler seconded.

All voted aye. Motion carried.

Public Hearings:

Case No. 21.05.COZ– Ludog Minor Subdivision Zoning Request

Mr. Proffer presented the case and explained that the application was for a proposed 3-lot subdivision that is contiguous with the Overbrook Subdivision currently zoned R-S, Rural Suburban and that the applicant has requested R-R, Rural Residential. Mr. Proffer noted that R-S zoning does not allow for HUD manufactured homes and the R-R zoning does. He also pointed out that there is a large area of un-zoned property to the west, east, and south of the subject property. This presents a problem because if approved R-R, future development might be forced to either continue with the R-R zoning or risk creating a 3-lot 'spot-zoned' subdivision. Mr. Proffer explained what spot zoning is. Mr. Proffer noted that the applicant has an existing HUD home on the property but that this could be classified as a legal non-conforming use if the Commission approves the

subdivision as R-S. Mr. Proffer recommended zoning the subdivision as R-S in keeping with standard planning practice.

Chairman Hildebrand opened the floor for comments. Ms. Sheila Slocum approached the Commission and noted that her client was not against zoning the property as R-S if that was what was needed.

Mr. Tyler Miller of 199 Overbrook then approached the Commission and noted that he was presenting on behalf of the homeowners and stated that they were opposed to zoning the property R-R and cited hurting home values, etc., among other potential problems.

Ms. Alison Gee of 183 Overbrook then approached the Commission and expressed her opposition to the zoning as proposed citing similar issues as stated by Mr. Miller including a concern for higher density if allowed to go forward.

Chairman Hildebrand asked for a motion to approve the zoning to R-R as requested by the applicant. Commissioner Siebenaler made a motion to approve and was seconded by Commissioner Jordan.

Senior Engineer Melinkovich polled the commissioners.

Voting was as follows:

Commissioner Averett:	No
Commissioner Jordan:	No
Commissioner Land:	No
Commissioner Siebenaler:	No
Chairman Hildebrand:	No

Motion failed 5-0.

Chairman asked for a motion to approve the zoning to R-S as recommended by staff. Commissioner Averett made a motion and seconded by Commissioner Jordan.

Senior Engineer Melinkovich polled the commissioners.

Voting was as follows:

Commissioner Averett:	Yes
Commissioner Jordan:	Yes
Commissioner Land:	Yes
Commissioner Siebenaler:	Yes
Chairman Hildebrand:	Yes

Motion passed 5-0.

Case No. 21.03.COMP– Ludog Minor Subdivision Request

Mr. Proffer presented the case and noted all the reports etc. that had been submitted by the applicant and reviewed and approved by staff. Mr. Proffer noted that the applicant has requested to receive an exception to connecting to the regional water supply which the staff recommends is acceptable.

Mr. Proffer then went on to explain that the applicant has requested a variance to the Chapter 6 requirement of building a road to the furthest property line as required. The applicant has agreed to extend the Right of Way to the furthest point but feels that because of the steep terrain, building the road is not really feasible without encroaching onto neighboring properties. Mr. Proffer went on to explain the Right of Way was required to provide for interconnectivity to other properties and to avoid landlocking those properties without access to public roads.

The applicant's agent Sheila Slocum provided feedback for the Commission regarding the topography, connectivity, etc.

Mr. Proffer then brought up the applicant's proposal to use a road maintenance covenant agreement rather than a Homeowner's Association (HOA) or Improvement Service District (I&S District) as noted in Chapter 6 Subdivision Regulations. It was noted that this is allowed but that staff asked the applicant to petition the Overbrook I&S District to try and join them rather than a covenant agreement, HOA, or creating a new I&S District.

Chairman Hildebrand opened the floor for comment.

Mr. Tyler Miller approached the Commission and detailed concerns that he and the residents of Overbrook Subdivision have. He noted density concerns, road usage, maintenance costs incurred by the possible addition of more lots using the existing road, etc. Mr. Miller also cited safety concerns of the increased traffic. Mr. Miller noted that the Overbrook I&S District would like for this subdivision to become a part of their existing District to ensure that everyone pays their fair share of maintenance—he noted that this is a critical point. Mr. Miller asked that the right of way not continue to the property line. There was general discussion regarding deviating from Subdivision regulations, etc.

Ms. Alison Gee then approached the Commission to speak in opposition to the subdivision. She noted that her and her family felt that road as it currently is built is unsafe and adding more traffic makes it even less safe. Ms. Gee asked that the roads be made safe if approved. There was general discussion about number of lot sizes, numbers, etc. She also stated that the applicant had never shared in the maintenance costs of the road. Mr. Sean Gee (Alison's husband) then spoke against the subdivision as well.

After the Gee's spoke there was more discussion with Mr. Miller and general comments regarding costs of road maintenance, number of lots, history of the Overbrook Subdivision, etc.

Mr. Tracy Overton 122 Overbrook Rd., then approached the Commission to give his support behind the information presented by Mr. Miller and Ms. Gee. He stated that his main concern was that another subdivision might access and use Overbrook Road and not share in the expense of road maintenance.

Mr. Miller approached the Commission again to discuss costs of maintenance of the road, water issues, etc.

Ms. Barb Pilon, 158 Overbrook Rd., then approached the Commission and explained that she did some of bookkeeping for the Overbrook I&S District and that she had approached the applicant some time ago and tried to get him to share in road maintenance costs.

Mr. Don Cool, 220 Overbrook then approached the Commission. Mr. Cool explained that he was not in the Overbrook Subdivision but that he was connected to the water system and paid road maintenance fees. Mr. Cool opposed the extension of the right of way that would provide connectivity from the Ludog Subdivision to the landlocked property to the south of the proposed subdivision. He cited several personal reasons why he did not want additional traffic that might negatively affect his property. Mr. Cool wanted to know why connectivity was required. The Commission tried to explain connectivity requirements to Mr. Cool.

Ms. Gee then joined Mr. Cool to give her input and opposition to the connectivity to the property to the south. Ms. Gee said that she felt that the Subdivision Regulations allowed for exceptions in this case. Mr. Proffer responded to a question by Mr. Cool about why connectivity is required and tried to explain that connectivity is part of the County Comprehensive Plan to try and steer residential development into areas already residential and away from commercial areas, etc.

Mr. Mike Sullivan, 84 Overbrook then approached the Commission and expressed his opposition to the subdivision and cited the same concerns that Mr. Tyler, Ms. Gee, and Mr. Cool expressed.

Mr. Leslie Richards, 104 Overbrook Rd., the approached the Commission and said that he had moved here from Maryland and expressed his opposition to the subdivision and cited the same concerns that Mr. Sullivan, Mr. Tyler, Ms. Gee, and Mr. Cool expressed stating that he had seen the same things happen in Maryland and he was trying to get away from those problems.

Chairman Hildebrand then asked the applicant Mr. Randy Wirfel and his agent Ms. Sheila Slocum to approach the Commission. Chairman Hildebrand then asked Mr. Wirfel if had contacted the Overbrook I&S District to try and become part of the road maintenance and water service. Mr. Wirfel gave a history of how he had at one time

considered being part of the District by ultimately felt that he would be better off on his own. He said that he had paid some money to the Overbrook I&S District for road maintenance but had a falling out with those that he dealt with and had refused to participate anymore. There was lengthy discussion on water wells, road maintenance sharing, right of way issues, road construction costs, etc.

There was also discussion about reducing the number of lots from 3 to 2 as requested by the residents of Overbrook Subdivision. Mr. Wirfel and his agent pointed out that the subdivision as proposed meets the minimum Campbell County regulations.

The discussion then moved on to feasibility of building the road in the proposed subdivision given the difficult topography. Commissioner Siebenaler questioned if the agent was using survey data to make the case that the topography was too difficult or just assuming. Ms. Slocum stated that you could visually see that it would be a problem.

Commissioner Averett questioned the need for the right of way connecting to the parcel to the south. Mr. Averett wondered if the land to the south of Mr. Wirfel could even be developed for homes given the topography. Further discussion was had regarding if the parcel needed to be connected via right of way. Mr. Averett then asked if Mr. Wirfel and the Overbrook Subdivision residents would be opposed to just a cul-de-sac ending at the proposed subdivision and not connect to the property to the south. Ms. Slocum said that is what they preferred.

After further lengthy discussion, Chairman Hildebrand asked if the Commissioners had any other questions for staff. There were none.

Chairman Hildebrand then asked for a motion to approve the request for a variance to building the road on to the furthest end of the property as requested by the applicant. Vice chairman Siebenaler made a motion to approve the variance as requested by the applicant and was seconded by Commissioner Jordan.

Chairman Hildebrand took a voice vote. The motion to approve the variance failed.

There was lengthy discussion after the variance failed. Commissioner Averett stated that he had misunderstood the motion for a variance and clarified that what he intended was to not require the right of way and road to extend to the furthest part of the property. There was more discussion regarding cul-de-sacs, connectivity, etc.

Commissioner Averett then made a motion to eliminate the right of way and break connectivity to the southernmost boundary of the proposed subdivision. The motion was seconded by Commissioner Jordan.

Senior Engineer Clark Melinkovich polled the Commission.

Commissioner Averett: Yes
Commissioner Jordan: Yes

Chairman Hildebrand:	Yes
Vice Chairman Siebenaler:	Yes
Commissioner Land:	Yes

Motion for Variance to eliminate the right of way to the southern boundary passed.

After the vote Mr. Proffer explained that before the Commission could move forward with voting on the plat, they would need to consent to the road maintenance agreement in the form of a covenant to the subdivision rather than an I&S District or HOA. It was pointed out that staff's recommendation was for the applicant to try and join the Overbrook I&S District. After further discussion, both the applicant and Mr. Tyler Miller representing the Overbrook I&S District agreed that this would be the best way to move forward. The owner's agent Ms. Slocum asked the Commission that if an agreement couldn't be completed with the Overbrook I&S District, could the applicant move forward with a road maintenance agreement recorded with the plat for existing and future homeowners. The Commission discussed this second option and said no, they want the subdivision to become part of the Overbrook I&S District to ensure fair payment for all involved in road maintenance.

The Commission agreed that the proposed Ludog Subdivision become part of the Overbrook I&S District and gave direction for the two parties to finalize that as part of the Planning Considerations before taking the plat to the Board of Commissioners for final approval.

Commissioner Jordan asked Mr. Proffer asked if staff could ensure that any legal documents be reviewed as quickly as possible to avoid delaying the process for the applicant. Mr. Proffer said yes, they would make sure that it would be reviewed in a timely fashion.

After additional discussion between the Commissioners, the applicant, and Mr. Tyler Miller, Chairman Hildebrand asked for a motion to approve the Ludog Subdivision pending all Planning Considerations are completed.

Commissioner Jordan made a motion to approve the Ludog Subdivision Case Number 21.03.COMP with the noted changes and pending all Planning Considerations and was seconded by Commissioner Averett.

Senior Engineer Clark Melinkovich polled the Commission.

Commissioner Averett:	Yes
Commissioner Jordan:	Yes
Chairman Hildebrand:	Yes
Vice Chairman Siebenaler:	Yes
Commissioner Land:	Yes

Vote is 5-0, Motion carries.

ENCLOSURE 2

21.03.COMP
Ludog Minor Subdivision

500 South Gillette Avenue
Suite 1400
Gillette, Wyoming 82716

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

Ludog Subdivision

Minor Subdivision Final Plat

November 12, 2021

Planning Commission Meeting November 18th, 2021

Board of Commissioners Meeting

Applicant: Randy Wirfel, Owner

Case Number: 21.03 COMP

Agent: Sheila Slocum, PCA Engineering

Summary: The applicant is proposing to subdivide an existing 21.27-acre parcel into three (3) lots, average size of each lot 7 acres.

Legal Description: A Portion of Lot 2 Section 15 of T49N, R73W, Campbell County

Location: The existing parcel sits at the end of Overbrook Road; current situs address is 215 Overbrook Road.

Current Zoning: None

Proposed Zoning: R-R, Reference Zoning Case No. 21.05.COZ

Existing Land Use: The land is currently used for a single-family home.

Adjacent Land Use: North: Rural Residential (R-S zoning)
South: Agricultural / Open (Unzoned)
East: Rural Residential (Mix of unzoned and R-S zoning)
West: Rural Residential / Agricultural (Unzoned)

Existing Water Source: Private well

Proposed Subdivision Water Source: Individual wells

Wastewater: Individual septic systems

Background:

The original submittal received on October 14th, 2021 has been amended subsequent to meeting with the applicant's agent November 3rd, 2021. However, the basic concept remains the same. Significant changes to the original submittal include the use of on-lot wells for the main water supply rather than a developed shared well system and second, an extension of the Overbrook Road right of way to the end of the applicants' property.

The location of the subdivision is in conformance with Campbell County Comprehensive Plan Chapter 3 Goal 2 of steering residential development into prime areas without impeding coal and gas production or introducing commercial development into a residential area.

Staff has received two written letters of opposition to the subdivision. They are included in this report as Exhibit 'F' for the Planning Commissions consideration.

Findings of Fact:

The applicant has provided all necessary information in accordance with Chapter 6 Minor Subdivisions Section 6.9(a-f). Included in those requirements and reviewed and approved by staff based on the current documents provided are as follows:

- Soils Report
- Septic Report
- Drainage Report
- Road Details
- On-lot Well Report
- Title Report

Discussion:

1. **Water Service:**

   The proposed subdivision falls within the Regional Water Designated Service Area and is required to connect to this service per Section 7.9(C) of Chapter 6 Subdivision Regulations. However, Section 7.9(C)(ii) allows for an exemption to this rule if the requirement presents an undue hardship.

   The applicant has submitted an on-lot well report along with a request for an exception to connecting to the regional water system in accordance with Chapter 6, Appendix 13 exemption report outline. See attached Exhibit 'B' to review exception request.

   In addition to the subdivision utilizing on-lot wells as the primary source as allowed by Section 7.9(e)(iv), the applicant proposes to allow connection to an existing well under a shared well-agreement. Because the secondary source is optional, the applicant is not

required to install infrastructure as normally required by Section 7.9(e)(B), but provision for easements and shared well agreements are provided and will be part of the Disclosure Statement.

Granting this exception does not prevent future connection to the regional water source.

Response: The request for this exception is not the same as a Variance and can be approved by the Planning Commission provided staff approves the exception as well. In accordance with Chapter 6 Section 7.9(c)(ii)(A), staff recommends that the Planning Commission grant this exception and allow the applicant to utilize on-lot wells.

2. **Road Connectivity Development:**

Chapter 6 Section 7.5(k)(iii-iv) requires that road right of way must extend to the furthest subdivision boundary to provided inter-connectivity to adjoining parcels for future development. No unimproved right of ways are allowed and construction costs are to be borne by the developer.

The applicant has requested a variance to the right of way improvement requirement. See the attached request from PCA Engineering (Exhibit 'C') and a copy of email correspondence (Exhibit 'A') from our office to PCA.

Response: Based on our November 3rd meeting with the applicant's agent, it is staff's understanding that the topography of the area was so steep that the required turn-around at the end of the road would require the roadway shoulders to encroach onto neighboring properties or necessitate a wider than 60' right of way.

Allowing the right of way to be undeveloped would not be in conformance with Campbell County Comprehensive Plan Chapter 5, page 40 'Subdivision Roads' that requires right of way improvements at time of development; however, sometimes unique situations may merit deviations when appropriate.

Staff would support this variance if it can be found to meet the criteria listed for Variances (see Exhibit 'E') and the following provisions:

(a) Validate that the topography would indeed require encroaching onto neighboring properties to develop to the furthest property boundary

(b) Provide sufficient documentation on the recorded documents that future development of the road could proceed unhindered by lot owners of this subdivision

(c) Clarify that use of the right of way could begin immediately by connected properties

3. **Road Maintenance Agreement:**

   Chapter 6 Section 8.3(a)(i) requires that a Homeowners Association, Improvements and Service District, or equivalent be created for road maintenance. The applicant has submitted a draft road maintenance agreement in lieu of the HOA or I&S District (See Exhibit 'D').

   Response: Chapter 6 Section 8.3(a)(i) states that new subdivisions are encouraged to join or merge with existing I&S Districts or HOA's when utilizing those roads to access the new subdivision. Staff would support the road maintenance agreement provided it can be shown that the applicant has reached out to join the Overbrook I&S District without success. (Reference Exhibit 'A')

Exhibits:

- Exhibit 'A' November 3rd, 2021 email Correspondence (pg. 28)
- Exhibit 'B' Regional Exception and On-Lot Well Report (pgs. 29-64)
- Exhibit 'C' Right of Way Development Variance Request (pg. 65)
- Exhibit 'D' Request for Road Maintenance Agreement in-lieu-of HOA or I&S District (66-68)
- Exhibit 'E' Variance Criteria (pg. 69)
- Exhibit 'F' Letters of Opposition to Subdivision (pgs. 70-99)
- Exhibit 'G' Draft Declaration of Covenants (pgs. 100-104)
- Exhibit 'H' Draft Disclosure Statement (pgs. 105-108)
- Exhibit 'I' Sewer Report (pgs. 109-124)
- Exhibit 'J' Roadway Plans (pgs. 125-129)
- Exhibit 'K' Soils Report (pgs. 130-173)
- Exhibit 'L' Drainage Report (pgs. 174-200)

Planning Considerations:

1. Submit Required Owner and Encumbrance Report
2. Staff to review November 10th, 2021 amended plat and updated documents for overall compliance
3. Approve exception to regional water connection requirement
4. Approve/resolve variance requests for road development and road maintenance agreement

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Staff Recommendation:

Staff recommends approval of the Ludog Subdivision upon satisfactory completion of all Planning Considerations.

Planning Commission Options:

The Planning Commission may do the following:

- Approve the project as submitted with approval of Variances as requested
- Approve the project with stipulations as deemed necessary by the Commission
- Deny the project until all requirements of Chapter 6 Subdivision regulations are fully met
- Table the project until further information is provided

Planning Commission Recommendation:

CAMPBELL COUNTY PLANNING COMMISSION
SUBDIVISION APPLICATION

(FOR OFFICE USE ONLY)
CASE NAME/NO. Ludog Subdivision 21.03.Comp
DATE RECEIVED: 10/14/21 JP FEE/AMOUNT PAID: #200

INFORMATION REGARDING SUBDIVISION REQUIRED FOR REVIEW:

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

Applicant Information

Name of Applicant:	Randy Wirfel		
Applicant Phone Number:	307-299-8005	Applicant Fax Number:	
Applicant Mailing Address:	215 Overbrook Road, Gillette, WY 82718		
Applicant Email Address:	wirfelr@yahoo.com		
Relationship of Applicant to Property:	☒ Owner	□ Tenant	□ Lessee □ Other

Agent Information

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

Type of Subdivision Proposed

Subdivision Name:	Ludog Subdivision		
Type of Subdivision:	□ Administrative	☒ Minor Plat	
	□ Major Preliminary	□ Major Subdivision Plat	

Property and Use Information

Legal Description:	Portion of Lot 2 Section 15 of T49N, R73W Campbell County, WY		
Total Acreage of Subdivision:	21.27	Acreage of Dedicated ROW:	0.785 acres
Number of Lots:	3	Average Lot Size:	7.00 acres
Legals Description(s):			

Infrastructure Information

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

Digital Plat Copy

A digital copy of the plat shall be submitted that shall only contain the lot lines and the subdivision boundary, including bearings, distances and curve data (Autocad version 2000 or later) or any .dwg, or .shp format. This must be submitted with the application (via disc or email) or the application will not be accepted.

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

Applicant

10-12-21
Date

DEPARTMENT OF PUBLIC WORKS
Building & Planning Division
500 S. Gillette Avenue, Suite 1500
Gillette Wyoming 82716
Phone 307-682-1970 Fax 307-687-6468

10/19/2021

RE: Ludog Subdivision / Zoning Request / Case No.'s 21.03.COMP & 21.05.COZ
Legal Description: Portion Lot 2 Section 15 T49N R73W (215 Overbrook Road)

Dear Neighboring Landowner:

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

The County Planning Commission will review the Minor Subdivision Final Plat and Zoning request at their regular meeting on Thursday, November 18th, 2021 at 7 p.m. in the Commissioners' Chambers of the Courthouse, 500 South Gillette Avenue, Gillette, Wyoming.

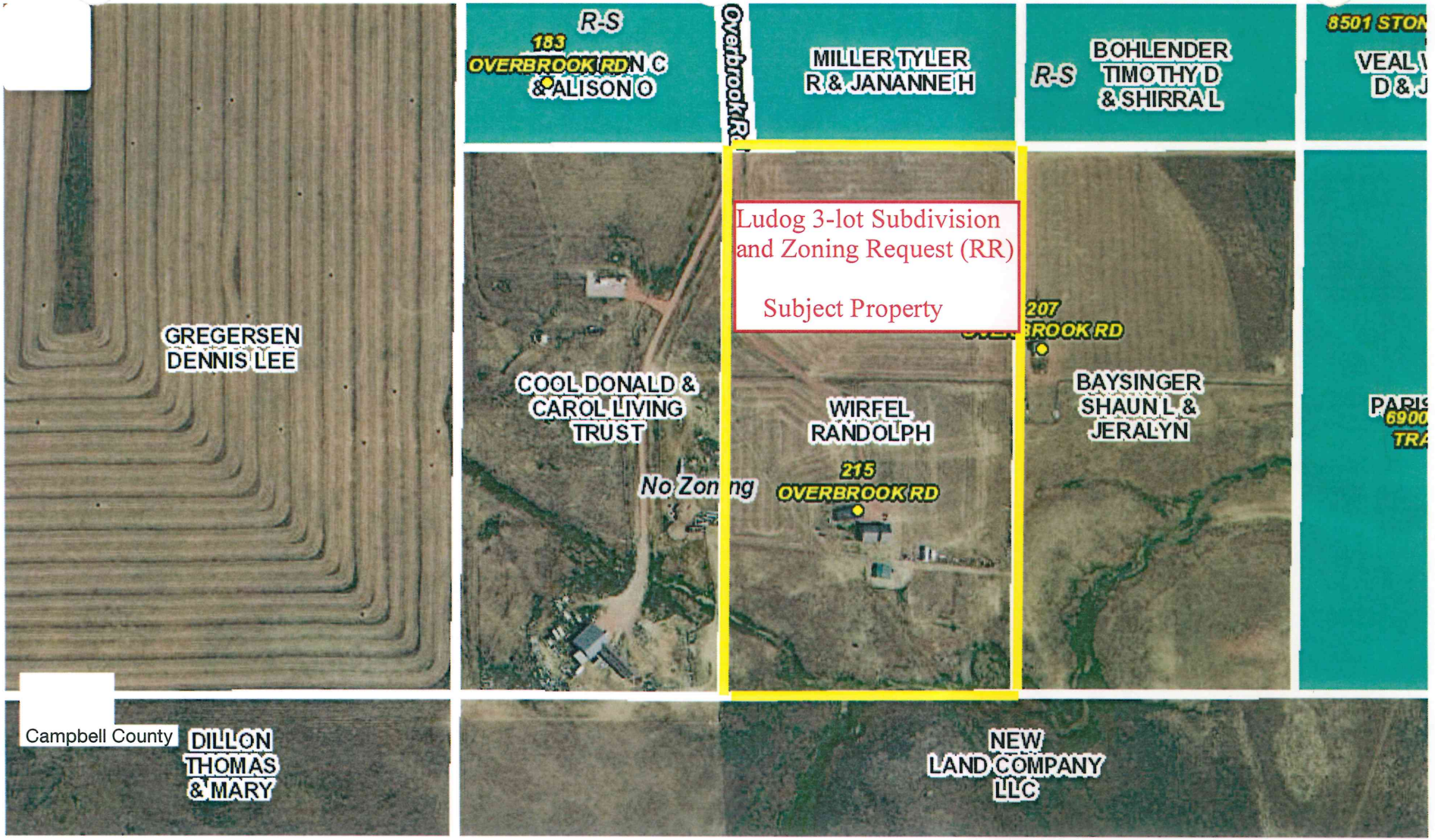
The attached aerial photo shows the proposed project location highlighted in yellow.

If you are unable to attend the meeting and have any comments regarding this proposal, you may send a signed letter or fax to this office and it will be forwarded to the Commissioners on your behalf. Copies of project documents are enclosed for your review. Please do not hesitate to contact us at 682-1970 if you have questions.

Sincerely,

Sam Proffer
Planner and Zoning Administrator

Enclosures: Aerial Map, Subdivision Site Plan

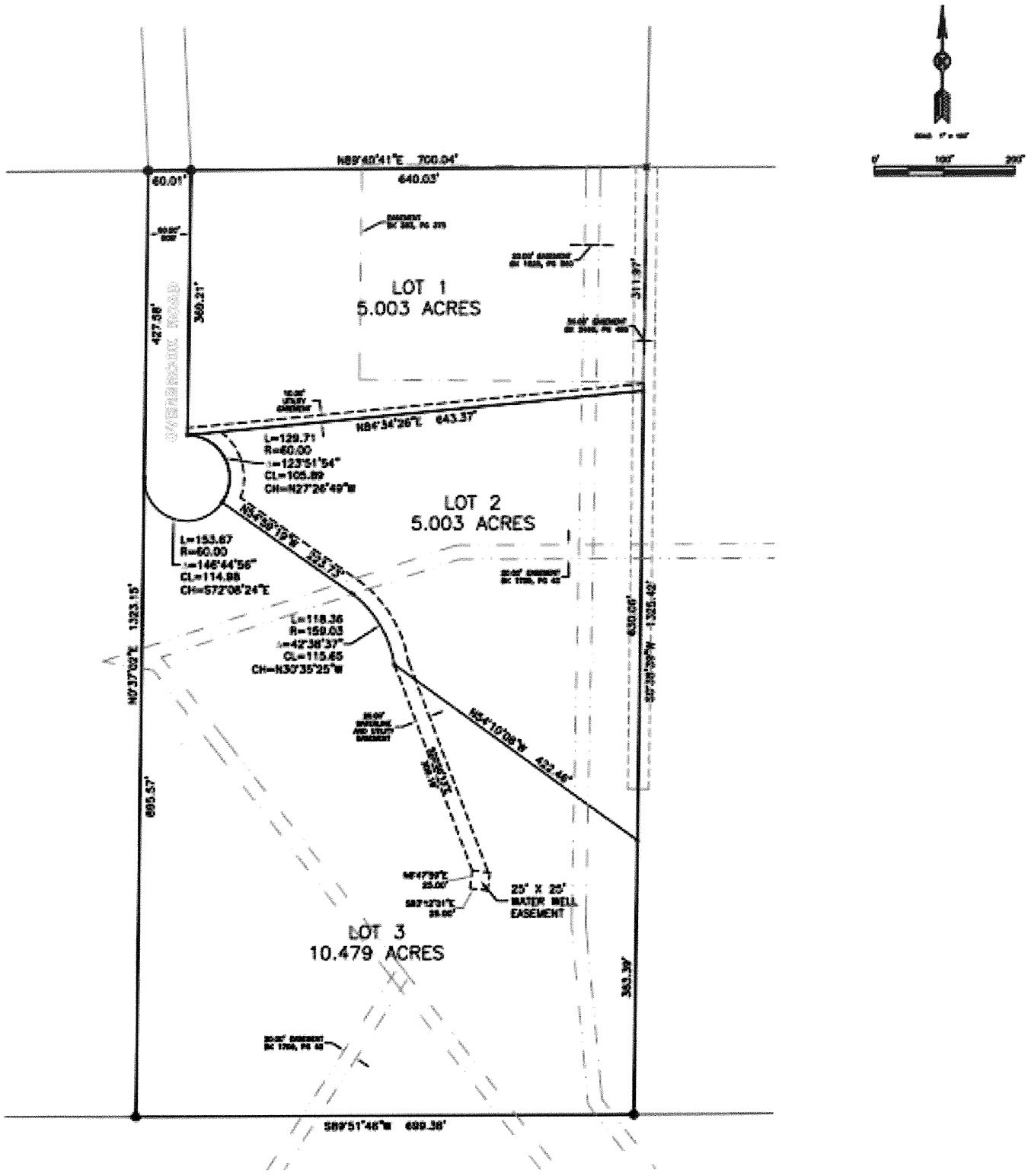


215 OVERBROOK RD

-105.617795 44.228313 Degrees

LUDOG SUBDIVISION

LOCATED IN A PORTION OF LOT 2 (NW1/4NE1/4) OF SECTION 15, T49N, R73W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING



Ludog Mailing List

Name	Mailing Address	Mailing City	Mailing St	Mailing Zip
Thomas & Mary Dillon	112 Box N Ranch Rd	Gillette	WY	827188851
New Land Company LLC	25528 Genesee Trail Rd	Golden	CO	804019366
Jeoffrey J & Barbara A Pilon	158 Overbrook Rd	Gillette	WY	827184098
Kent & Raeann Revocable Trusts Jeffries	165 Overbrook Rd	Gillette	WY	827184098
Shaun C & Alison O Gee	183 Overbrook Rd	Gillette	WY	827184098
Tyler R & Jananne H Miller	199 Overbrook Rd	Gillette	WY	827184098
Shaun L & Jeralyn Baysinger	4410 Puma Dr	Casper	WY	826044506
Randolph Wirfel	215 Overbrook Rd	Gillette	WY	827184178
Donald & Carol Cool Living Trust	220 Overbrook Rd	Gillette	WY	827184178
Janell Paris	6900 Stone Trail Ave	Gillette	WY	827180000
Dennis Lee Gregersen	PO Box 1990	Gillette	WY	827171990
William D & Jean M Veal	8501 Stone Field Ct	Gillette	WY	827188500
Timothy D & Shirra L Bohlender	8701 Stone Field Ct	Gillette	WY	827188501

Sam G. Proffer

From: Sam G. Proffer
Sent: Wednesday, October 20, 2021 4:36 PM
To: hjwichert916@gmail.com; Alicia M. Gilliland; ann.m.wagner1@usps.gov; Anthony L. Knievel; CCCD; Chris Beltz; Clark M. Melinkovich; Damon Cain; Eric Acton; Jacquelyn K. Casey; Keith Chrans (kchrans@ccsd.k12.wy.us); Kevin F. Geis; LeeAnn Alcaraz; Linda Grose; Matt Morris; Michelle Edwards; Paul Miller; Preston Farnsworth; Richard Deaton; roy.m.gross@usps.gov; Scott Wilson; Shelby Allen; tvolk@ccsd.k12.wy.us; Tyke Hart
Subject: Proposed Minor Subdivision / Overbrook Road / Case No. 21.03.COMP
Attachments: Ludog Application.pdf; Plat 1 (2).pdf

To all:

Please see the attached proposed Minor Subdivision plat, current site address of 215 Overbrook Rd.

Interested parties should provide comments back to our office no later than Monday, November 1st, 2021.

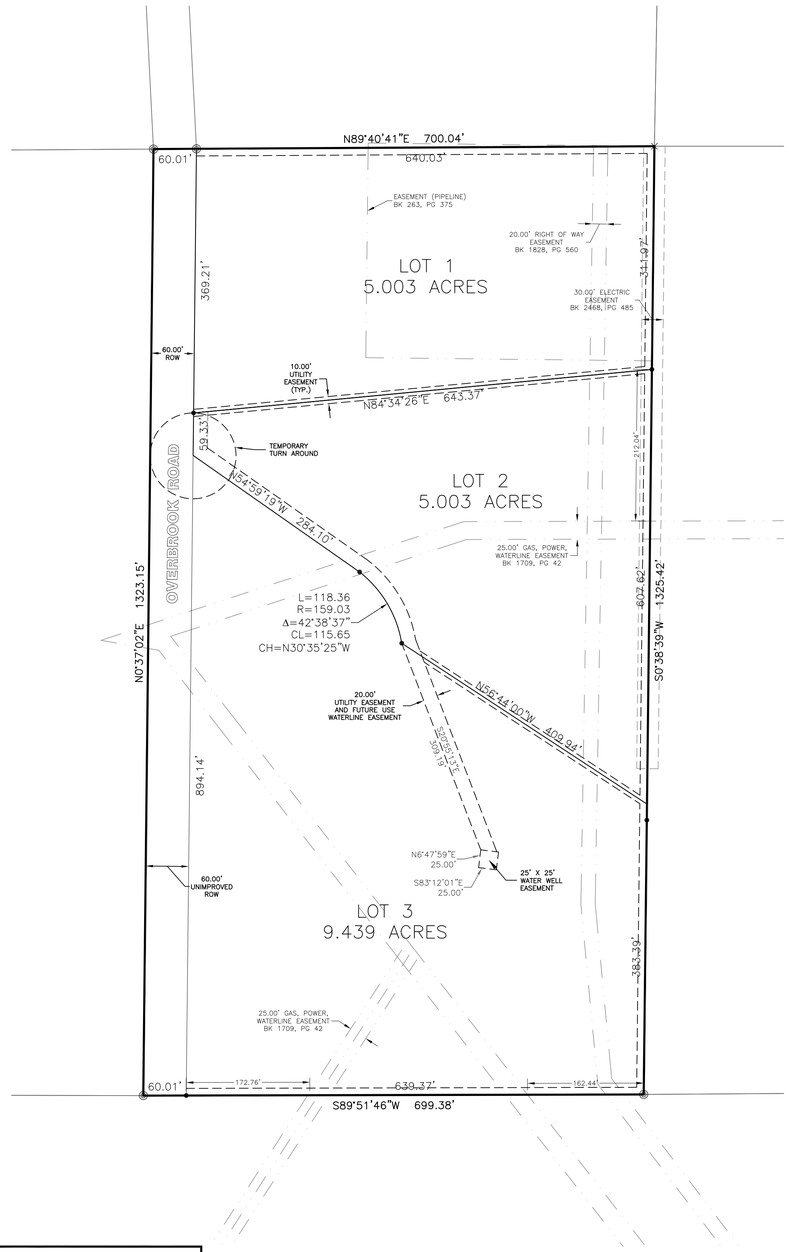
Thank you for your time.

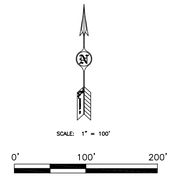
Sam Proffer

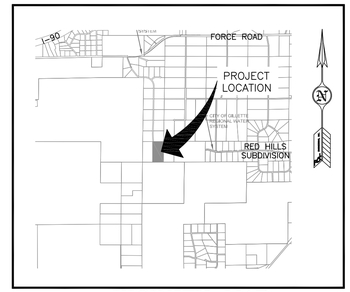
Jerril G. (Sam) Proffer
Campbell County WY
Planning & Zoning Administrator
500 S. Gillette Ave.
Suite 1500
Gillette WY 82716
307-682-1970 EX 6351

LUDOG SUBDIVISION

LOCATED IN A PORTION OF NW1/4NE1/4 OF SECTION 15, T49N, R73W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING







VICINITY MAP

CERTIFICATE OF DEDICATION

THE ABOVE OR FOREGOING SUBDIVISION OF LUDOG SUBDIVISION, LOCATED IN A PORTION OF NW1/4NE1/4 OF SECTION 15, T49N, R73W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AS APPEARS AND IS DESCRIBED HEREON THIS PLAT, IS MADE WITH THE FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED IN LOTS, BLOCKS, STREETS AND EASEMENTS, AND THAT THE UNDERSIGNED OWNERS AND PROPRIETORS OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DO HEREBY DEDICATE TO THE PUBLIC FOR PERPETUAL PUBLIC USE ALL STREETS, ALLEYS, EASEMENTS AND OTHER LANDS WITHIN THE BOUNDARY LINES OF THE PLAT AS INDICATED AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE. UTILITY EASEMENTS AS DESIGNATED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL PUBLIC USE FOR INSTALLING, PREPARING, REPLACING AND MAINTAINING WATER LINES, SEWERS, GAS LINES, ELECTRICAL LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.

ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

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

_____
RANDOLPH WIRFEL, OWNER

STATE OF _____)
)SS.
COUNTY _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

___ DAY OF _____, A.D., 20___, BY RANDOLPH WIRFEL, OWNER, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

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

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

_____
CHAIRMAN

ATTEST:

_____
CLERK OF THE PLANNING COMMISSION

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

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

_____ CHAIRMAN OF BOARD

_____ MEMBER

_____ MEMBER

_____ MEMBER

_____ MEMBER

_____ MEMBER ATTEST:

_____ CLERK OF BOARD

- THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE
- NO PUBLIC MAINTENANCE OF STREETS OR ROADS
- NO PROPOSED CENTRALIZED WATER SUPPLY SYSTEM
- NO PUBLIC SEWAGE SYSTEMS

SUBDIVISION SUMMARY

TOTAL AREA: 21.270 ACRES

TOTAL LOTS: 3 LOTS

ZONING: R-R

FLOOD PLAIN DESIGNATION ZONE X

RIGHT OF WAY.: 1.823 ACRES

ADDITIONAL EXCEPTIONS

BLANKET EASEMENTS IN NATURE
- BOOK 256 PHOTOS, PAGE 543
- BOOK 1579 PHOTOS, PAGE 454
- BOOK 1742 PHOTOS, PAGE 587

AFFECTS PROPERTY BUT NOT PLOTTABLE
- BOOK 1600 PHOTOS, PAGE 401
- BOOK 1695 PHOTOS, PAGE 118

CERTIFICATE FOR RECORDING BY THE COUNTY CLERK AND RECORDER

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

_____
COUNTY CLERK

SURVEYOR'S CERTIFICATE

I, SHEILA M. SLOCUM, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS SUBDIVISION PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE LUDOG SUBDIVISION, LOCATED IN A PORTION OF NE1/4NE1/4, SECTION 15, T49N, R73W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACTUAL SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION.

BENCHMARK
BASED ON CITY OF GILLETTE VERTICAL CONTROL MONUMENT #55 ELEVATION= 4587.18
BASIS OF BEARING
WYOMING STATE PLANE GRID, NAD83, EAST ZONE (4901)

LEGEND

- × FOUND PLASTIC CAP RLS 2333
- ◎ FOUND ALUMINUM CAP PELS 8885
- • SET 2" ø ALUMINUM CAP (PLS #15542)
- BOUNDARY
- EASEMENT
- EXISTING EASEMENT

LEGAL DESCRIPTION

A PARCEL LOCATED IN A PORTION OF THE NW1/4NE1/4 OF SECTION 15, T49N, R73W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST SIXTEENTH CORNER OF SAID SECTION 15 AND BEING THE POINT OF BEGINNING, MONUMENTED BY AN ALUMINUM CAP STAMPED PELS 8885, 2006;

THENCE S89°51'46"W, 699.38 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, MONUMENTED BY AN ALUMINUM CAP STAMPED PELS 8885;

THENCE N00°37'02"E, 1323.15 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, MONUMENTED BY AN ALUMINUM CAP STAMPED PELS 8885;

THENCE N89°40'41"E, 700.04 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, MONUMENTED BY A PLASTIC CAP STAMPED RLS 2333;

THENCE S00°38'39"W, 1325.42 FEET TO THE POINT OF BEGINNING.

Prepared for:

RANDY WIRFEL

215 OVERBROOK
GILLETTE, WY 82718
307-299-8005

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

COPYRIGHT © ALL RIGHTS RESERVED BY PCA ENGINEERING, INC

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

Revision Date	Revision Description

PCA Project Number: 213895.016

Plot Date: Nov 10, 2021 - 12:35pm

P:\Projects\213895000 Misc Survey - 2021\213895016 MainP.dwg
Layout: Plat 1

X-Ref: ...

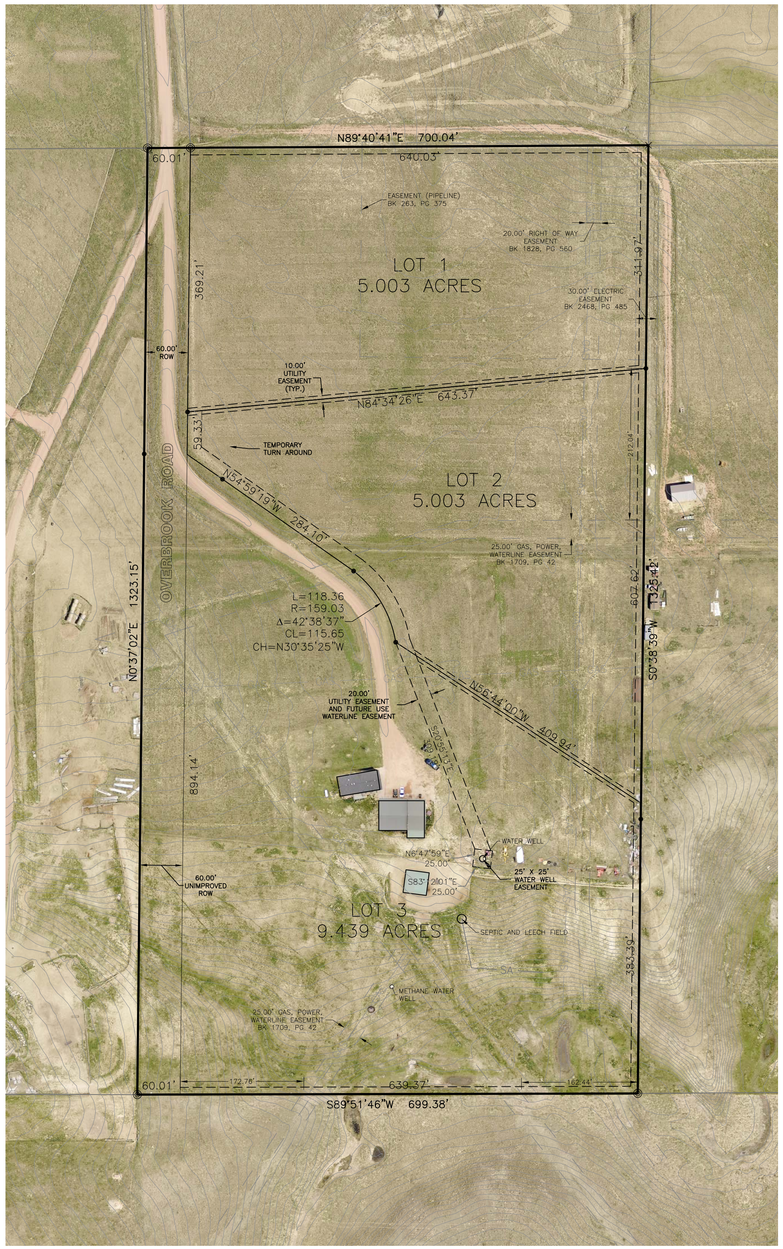
LUDOG SUBDIVISION
LOCATED IN A PORTION OF NW1/4NE1/4 OF SECTION 15, T49N, R73W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

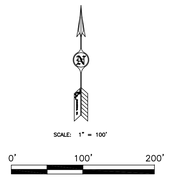
FINAL PLAT

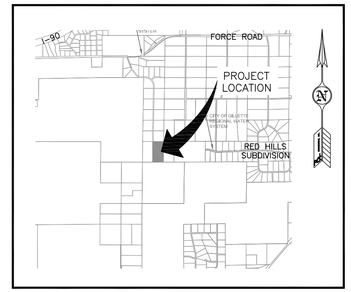
SHEET 1 OF 1

LUDOG SUBDIVISION

LOCATED IN A PORTION OF THE NW1/4NE1/4 OF SECTION 15, T49N, R73W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING







VICINITY MAP

Prepared for:

RANDY WIRFEL

215 OVERBROOK
GILLETTE, WY 82718
307-299-8005

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

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

PCA Project Number: 213895.016

Plot Date: Nov 10, 2021 - 12:36pm

P:\Projects\213895000 Misc Survey - 2021\213895016 MainP.dwg
Layout: Site Plan

X-Ref: ...

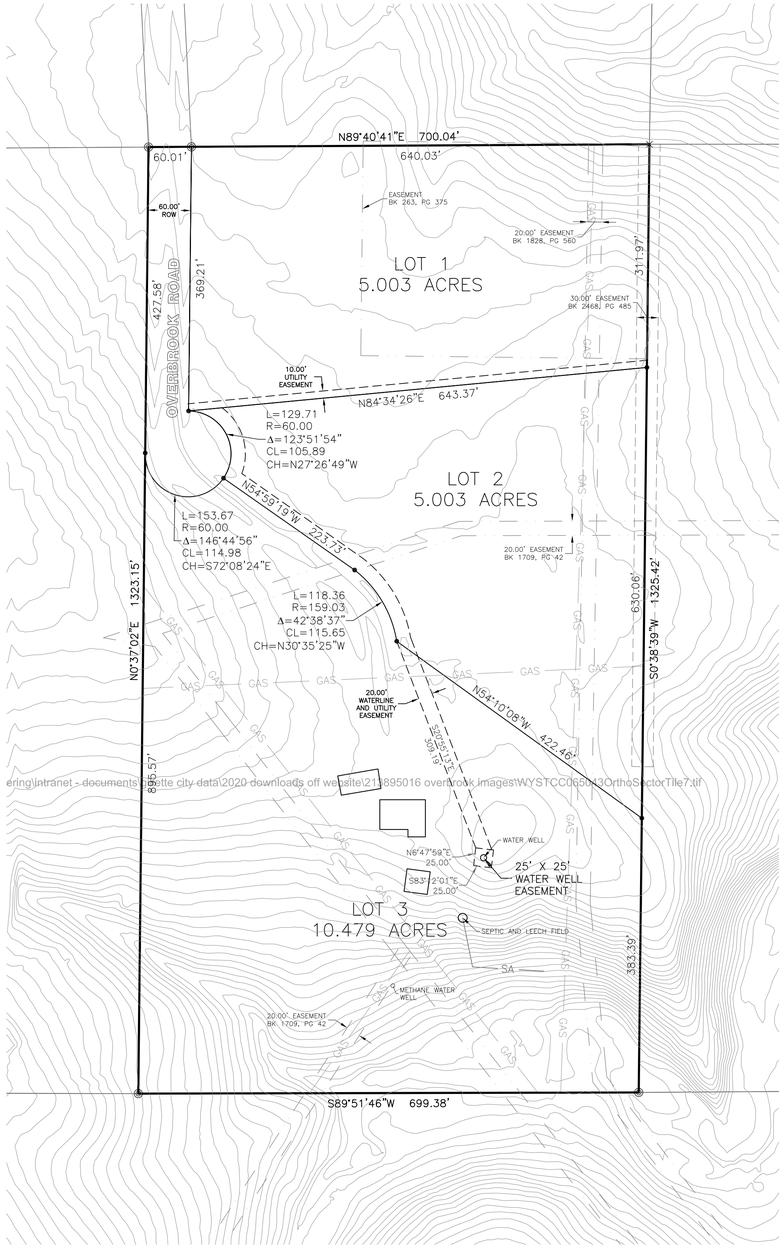
LUDOG SUBDIVISION
LOCATED IN A PORTION OF THE NW1/4NE1/4 OF SECTION 15, T49N, R73W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

SITE PLAN

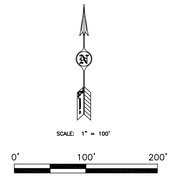
SHEET 1 OF 1

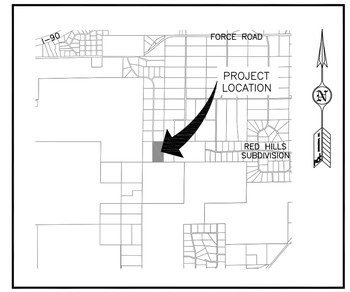
LUDOG SUBDIVISION

LOCATED IN A PORTION OF THE NW1/4NE1/4 OF SECTION 15, T49N, R73W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING



ering\intranet - documents\gillette city data\2020 downloads off website\213895016 overbrook images\WYSTCC06N73OrthoSectorTile7.tif





VICINITY MAP

Prepared for:

RANDY WIRFEL

215 OVERBROOK
GILLETTE, WY 82718
307-299-8005

PCA ENGINEERING INC.
CIVIL ENGINEERING
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307-687-0600

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

Revision Date	Revision Description

PCA Project Number: 213895.016

Plot Date: Oct 15, 2021 - 9:16am

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Layout: Site Plan

X-Ref: ...

LUDOG SUBDIVISION

LOCATED IN A PORTION OF THE NW1/4NE1/4 OF SECTION 15, T49N, R73W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

SITE PLAN

SHEET 1 OF 1

P:\Projects\213895000 Misc Survey - 2021\213895016 Misc Survey - 215 Overbrook Misc Sur\Dwg\Layout\MainP.dwg, Set Rev: 10/15/2021 9:15:59 AM

Campbell County Fire Department

Jeff Bender
Fire Chief

J.R. Fox
Deputy Fire Chief

Eric Acton
Fire Marshal

Plan Review

Date: October 27, 2021
cation: Ludog Subdivision
Project: Final Plat

CCFD has conducted a review of the above project in accordance with 2018 International Fire Code (IFC), as adopted. CCFD has the following comments:

Existing well
One well (49-005-44277) exists within the proposed development boundaries. Wyoming Oil and Gas Conservation Commission (WOGCC) records indicate the well was installed in 863' at -105.6189, 44.22902 and currently has the status of "plugged and abandoned" (see enclosure). The status will not limit access or building locations, but the well may affect grading or building foundation placement. (IFC 5706.3)

- *Show the well location and status on the plat.*

Premises identification
Permanent address markers are required for each building, and preferably for each lot. Addresses shall be visible from the street or driveway sign on which they're addressed. (IFC 505.1, as amended)

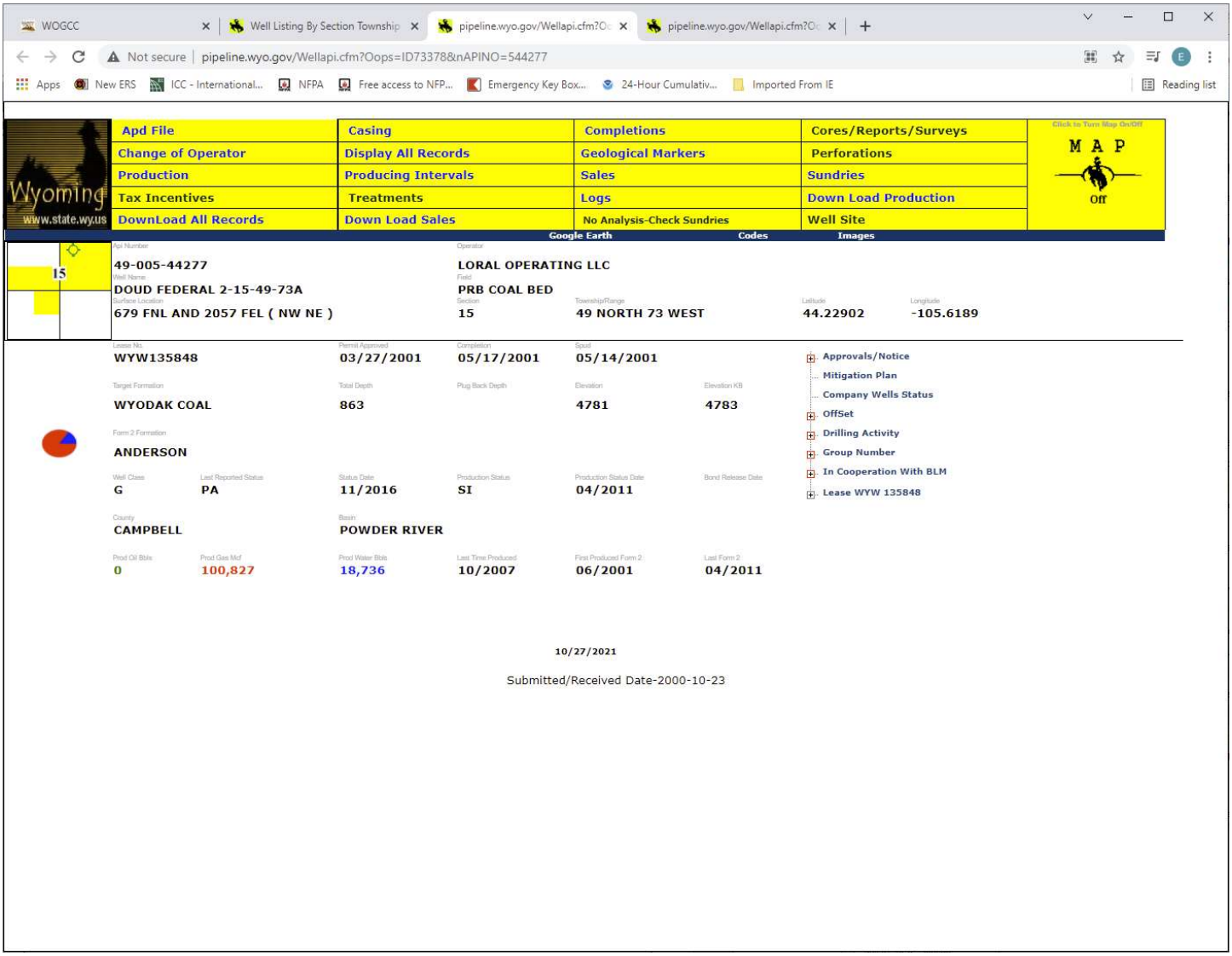
Access
Upon development, provide and maintain all-weather access to all lots for firefighting. (IFC 3310.1)
Fire apparatus access roads:

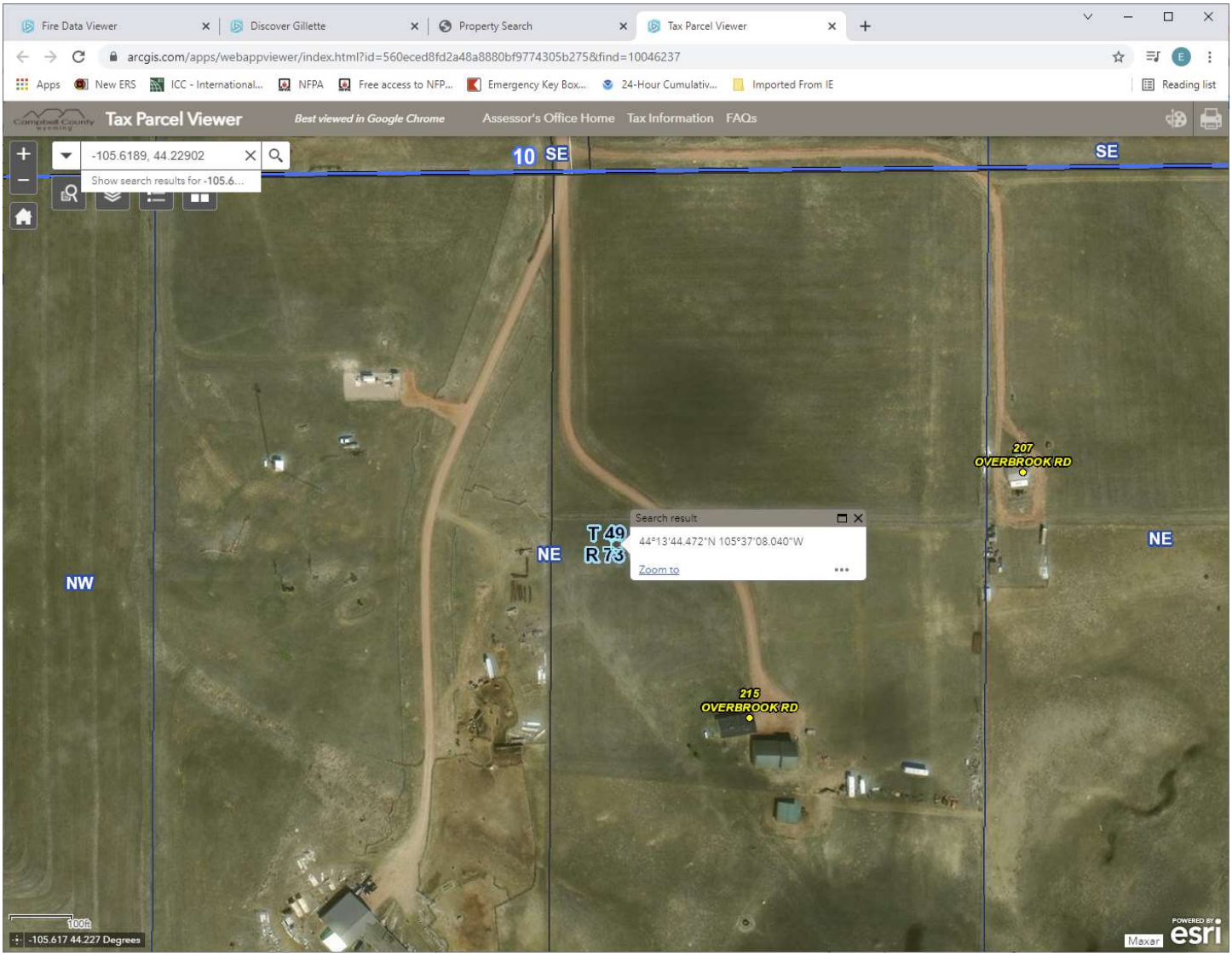
- *are required to be installed and made serviceable prior to and during the time of building construction and maintained thereafter. (IFC 501.4)*
- *shall have an unobstructed width of not less than 20' (26' for aerial apparatus access), and an unobstructed vertical clearance of not less than 13'-6". (IFC 503.2.1)*
- *shall be designed and maintained to supported 81,000 fire apparatus and shall be surfaced so as to provide all-weather driving capabilities. (IFC 503.2.3)*
- *shall be provided with an approved turnaround when the dead-end length exceeds 150'. (IFC D103.4)*

Water supply
Upon development, I highly recommend the installation of hydrants for fire protection.

Please feel free to contact me with any questions.

Eric Acton
Fire Marshal
Encl: Ludog well.pdf
Cc: CCDPW. File


WOGCC
Well Listing By Section Township
pipeline.wyo.gov/Wellapi.cfm?O
pipeline.wyo.gov/Wellapi.cfm?O
Not secure | pipeline.wyo.gov/Wellapi.cfm?Oops=ID73378&nAPINO=544277
Apps
New ERS
ICC - International...
NFPA
Free access to NFP...
Emergency Key Box...
24-Hour Cumulativ...
Imported From IE
Reading list
Wyoming
www.state.wy.us
Apd File
Change of Operator
Production
Tax Incentives
DownLoad All Records
Casing
Display All Records
Producing Intervals
Treatments
Down Load Sales
Completions
Geological Markers
Sales
Logs
No Analysis-Check Sundries
Cores/Reports/Surveys
Perforations
Sundries
Down Load Production
Well Site
Click to Turn Map On/Off
M A P
Off
Google Earth
Codes
Images
15
Api Number
49-005-44277
Operator
LORAL OPERATING LLC
Well Name
DOUD FEDERAL 2-15-49-73A
Field
PRB COAL BED
Surface Location
679 FNL AND 2057 FEL (NW NE)
Section
15
Township/Range
49 NORTH 73 WEST
Latitude
44.22902
Longitude
-105.6189
Lease No.
WYW135848
Permit Approved
03/27/2001
Completion
05/17/2001
Spud
05/14/2001
Approvals/Notice
Mitigation Plan
Company Wells Status
OffSet
Drilling Activity
Group Number
In Cooperation With BLM
Lease WYW 135848
Target Formation
WYODAK COAL
Total Depth
863
Plug Back Depth
Elevation
4781
Elevation KB
4783
Form 2 Formation
ANDERSON
Well Class
G
Last Reported Status
PA
Status Date
11/2016
Production Status
SI
Production Status Date
04/2011
Bond Release Date
County
CAMPBELL
Basin
POWDER RIVER
Prod Oil Bbls
0
Prod Gas Mcf
100,827
Prod Water Bbls
18,736
Last Time Produced
10/2007
First Produced Form 2
06/2001
Last Form 2
04/2011
10/27/2021
Submitted/Received Date-2000-10-23


Fire Data Viewer
Discover Gillette
Property Search
Tax Parcel Viewer
arcgis.com/apps/webappviewer/index.html?id=560eced8fd2a48a8880bf9774305b275&find=10046237
Tax Parcel Viewer
Best viewed in Google Chrome
Assessor's Office Home
Tax Information
FAQs
-105.6189, 44.22902
Show search results for -105.6...
10 SE
SE
207 OVERBROOK RD
Search result
44°13'44.472"N 105°37'08.040"W
Zoom to
T 49
R 73
NE
NE
NW
215 OVERBROOK RD
-105.617 44.227 Degrees
Maxar
esri

First American	Condition of Title Guarantee
Guarantee	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **50036956-3820860**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES
the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
(c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
(d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
(f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
(g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.
The following terms when used in the Guarantee mean:
a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
d. "Public Records": those records established under Wyoming statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.
The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.
The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.
Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by

GUARANTEE CONDITIONS (Continued)

the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. **Proof of Loss or Damage.**
   a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
   b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. **Options to Pay or Otherwise Settle Claims: Termination of Liability.**
   In case of a claim under this Guarantee, the Company shall have the following additional options:
   a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
   b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that where authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
   c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

   Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. **Limitation Liability.**
   a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
   b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
   c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
   d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. **Reduction of Liability or Termination of Liability.**
   All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. **Payment of Loss.**
   a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
   b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

GUARANTEE CONDITIONS (Continued)

10. **Subrogation Upon Payment or Settlement.**
Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.
The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.
If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.
11. **Arbitration.**
Provision intentionally deleted.
12. **Liability Limited to This Guarantee; Guarantee Entire Contract.**
    a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
    b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
    c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.
13. **Severability.**
In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.
14. **Choice of Law; Forum.**
    a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.
    Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
    b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.
15. **Notices, Where Sent.**
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)**

First American	Condition of Title Guarantee
Schedule A	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **3820860**

File No.: 4539-3820860

Guarantee No. 3820860 Amount of Liability: $300.00

Date of Guarantee: September 24, 2021 at 5:00 P.M. Fee: $250.00

1. Name of Assured:

   PCA Engineering Inc.

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

   Fee Simple

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

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

   A tract of land located in the NW¼NE¼, Section 15, Township 49 North, Range 73 West of the 6th Principal Meridian, Campbell County, Wyoming and being more particularly described as follows:

   Beginning at the N¼ of said Section 15, thence N89°26'14"E a distance of 640.43 feet, to the true point of beginning, said true point being an aluminum cap stamped PELS 8885; thence N89°26'14"E a distance of 700.43 feet, along the north line of Section 15 to the E 1/16 common to said Section 10 and Section 15; thence S00°20'31"W, a distance of 1325.07 feet, to the NE 1/16 of said Section 15; thence S89°32'00"W a distance of 699.61 feet to an aluminum cap stamped PELS 8885, along the 1/16th line; thence N00°18'26"E a distance of 1323.89 feet to the true point of beginning.

   Account No. (for reference only): 10046236

4. ASSURANCES:

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

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

      Randolph Wirfel

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

First American	Condition of Title Guarantee
Schedule B	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **3820860**

File No.: 4539-3820860

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

2. Right of Way, including terms and conditions contained therein:
   Granted To: McCulloch Interstate Gas Corp
   For: Pipelines
   Recorded: May 18, 1970
   Recording Information: Book 194 of Photos, page 183

3. Easement, including terms and conditions contained therein:
   Granted to: Belle Fourche Pipe Line Co.
   For: Pipelines
   Recorded: December 14, 1972
   Recording Information: Book 256 of Photos, page 543

4. Right of way, including terms and conditions contained therein:
   Granted To: Phillips Petroleum Co.
   For: Pipelines
   Recorded: March 2, 1973
   Recording Information: Book 263 of Photos, page 375 and General Description of Rights of Way recorded June 10, 1986 in Book 889 of Photos, page 196
   Assigned To: Kinder Morgan Operating L.P. "A" by Assignment and Conveyance recorded December 13, 2001 in Book 1716 of Photos, page 83

5. Surface use agreement and operation of gathering lines including the terms and conditions thereof:
   Between: Pennaco Energy, Inc.
   And: Bear Paw Energy
   Recorded: December 30, 1999
   Recording Information: Book 1579 of Photos, page 454

6. Right of Way, including terms and conditions contained therein:
   Granted To: Powder River Energy Corporation
   For: Electrical transmission lines
   Recorded: May 3, 2000
   Recording Information: Book 1600 of Photos, page 153

7. Surface use agreement including the terms and conditions thereof:
   Between: Doud Land Co.
   And: Barrett Resources
   Recorded: August 30, 2000
   Recording Information: Book 1619 of Photos, page 401

8. Right of Way, including terms and conditions contained therein:
   Granted To: Powder River Energy Corp
   For: Electric transmission lines
   Recorded: September 18, 2001
   Recording Information: Book 1695 of Photos, page 118

9. Right of Way, including terms and conditions contained therein:
   Granted To: Bear Paw Energy, LLC
   For: Pipelines
   Recorded: November 16, 2001
   Recording Information: Book 1709 of Photos, page 42

10. Right of Way, including terms and conditions contained therein:
    Granted To: Bear Paw Energy, LLC
    For: Pipelines
    Recorded: November 16, 2001
    Recording Information: Book 1709 of Photos, page 264

11. Memorandum of Surface Use agreements including the terms and conditions thereof:
    Between: Pennaco Energy, Inc.
    And: Sharon K. and Ben Doud
    Recorded: March 22, 2002
    Recording Information: Book 1742 of Photos, page 587

12. Right of Way, including terms and conditions contained therein:
    Granted To: Bear Paw Energy, LLC
    For: Pipeline
    Recorded: January 8, 2003
    Recording Information: Book 1828 of Photos, Page 560

13. Right of Way, including terms and conditions contained therein:
    Granted To: Don and Carol Cool
    For: private ingress and egress
    Recorded: April 24, 2007
    Recording Information: Book 2252 of Photos, Page 284

14. Right of Way, including terms and conditions contained therein:
    Granted To: Powder River Energy Corporation
    For: Electric line
    Recorded: August 6, 2009
    Recording Information: Book 2468 of Photos, Page 485

15. Mortgage and the terms and conditions thereof.

Mortgagor:	Randolph Wirfel, a single man
Mortgagee:	Mortgage Electronic Registration Systems, Inc., solely as a nominee for Premier Home Mortgage, Inc.
Amount:	$81,400.00
Recorded:	June 24, 2013
Recording Information:	Book 2802 of Photos, Page 450

Sam G. Proffer

From: Sam G. Proffer
Sent: Wednesday, November 3, 2021 4:47 PM
To: Sheila Slocum
Cc: Clark M. Melinkovich
Subject: Ludog Subdivision / Agent Review Meeting

November 3, 2021

2:00 P.M. Meeting

Sheila—This is a brief recap of major items discussed today regarding the Ludog Subdivision project.

In no particular order we discussed:

1. Plat information—to include easements along property lines, clarify water line easement is for potential future use, general housekeeping items
2. Shared well agreement will be removed, and replaced with on-lot well report—This may be a Planning Consideration item if there isn't enough time to produce before the November 18th PC meeting.
3. Proposed road maintenance covenants in lieu of HOA agreement for road maintenance—an acceptable alternative to the HOA or I&S district.
4. Owner/agent to inquire about joining/merging with adjoining I&S District rather than road maintenance covenant.
5. Subdivision reg's require road extension to go to furthest end of lot; however, development of that road would require encroaching into neighboring land because of topography—Applicant to request variance to this requirement.
6. Applicant to complete road improvements prior to plat recordation in lieu of development surety.

Let me know if I missed anything—

Thanks!
Sam

Please note that my email address has changed. Thank you!

Jerril G. (Sam) Proffer
Planner and Zoning Admnistrator | Public Works—Planning Division

Campbell County wyoming

Campbell County Public Works
500 S. Gillette Ave., Suite 1500 | Gillette, WY 82716
Office: 307.682.1970 | Fax: 307.687.6468
sam.proffer@campbellcountywy.gov

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

REGIONAL WATER CONNECTION EXEMPTION
and
ON - LOT WELL REPORT
for
LUDOG SUBDIVISION

Project No. 213895.016

Prepared For:

RANDY WIRFEL
215 OVERBROOK ROAD
GILLETTE, WY 82718

October 2020

Prepared By:

PCA ENGINEERING, INC.
4506 WIGWAM BLVD.
P.O. BOX 2185
GILLETTE, WYOMING 82717-2185
(307) 687-0600

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PURPOSE

The purpose of this report is to present the requested and pertinent information required to obtain a REGIONAL WATER CONNECTION EXEMPTION for Ludog Subdivision and to develop a plan for the proposed on-lot water system for the subdivision.

SUBDIVISION DESCRIPTION

Ludog Subdivsion is located in the Nw1/4, NE1/4 of Section 15, Township 49 North, Range 73 West, Campbell County, Wyoming. The site is located south of and adjacent to Overbrook Subdivision II. The site is bordered by non-subdivided agricultural property to the west and south, a residential suburban subdivision on the north side and a rural residential tract on the east. The property is located approximately 3,500 feet west of Red Hills Subdivision and is not located within the joint city/county planning district but is within the Regional Water System Service Area. A map showing the location of the subdivision and the well is attached in Appendix "A".

The total area of this subdivision is approximately 21.27 acres of currently undeveloped rangeland property with a single residence on it. The subdivision will be zoned R-R Rural Residential and will create two 5 acre lots and one 11.27 acre lot.

REASON FOR EXEMPTION

This subdivision is located near the westerly boundary of the Regional Water System Service Area, however at the present time, the nearest main within the regional system is located over three thousand feet east of the subdivision. It would not be financially or logistically feasible to connect to this main since it would be expensive and would create an undesirably long dead end line with only three services at the end. A letter from the City of Gillette Water Division is attached in Appendix "B".

ALTERNATE WATER SOURCE

It is proposed that the water source for this subdivision be a single shared well located northeast of the center of lot 3. This is an existing well (permit no. P189924.0W) known as the Wirfel #1 well and is shown on the Area Map in Appendix A.

ALTERNATE WATER SOURCE QUALITY

The results of a water quality analysis for the Wirfel #1 well is attached as Appendix E. The water from this well has a significant amount of alkalinity and may cause scaling in pipes and water heaters. This water also contains a relatively high amount of sulfate which does not affect health but may be considered by some to be objectionable and may need to be treated, depending on personal preference.

ON-LOT WELL WATER USAGE

The proposed Ludog Subdivision will contain three (3) rural residential lots. The anticipated peak water demand of each lot is as follows (based a typical 3 bedroom, 2 bath home and fixture demands found on Table 604.3 of the IPC):

Lavatory	2	x	0.8 gpm	=	1.6 gpm
Shower	1	x	2.5 gpm	=	2.5 gpm
Water Closet (flushometer tank)	2	x	1.6 gpm	=	3.5 gpm
Tub	1	x	4.0 gpm	=	4.0 gpm
Sink	2	x	1.75 gpm	=	3.5 gpm
Dishwaher	1	x	2.75 gpm	=	2.8 gpm
Laundry	1	x	4.0 gpm	=	4.0 gpm
Sillcock	1	x	5.0 gpm	=	5.0 gpm
TOTAL PEAK DEMAND PER HOME				=	26.9 gpm

Typical engineering practice is to use an average day demand of 150 gallons per day per bedroom. Therefore the following calculations apply to this subdivision:

AVERAGE DAY DEMAND PER LOT	=	450 gpd
PEAK HOUR DEMAND PER LOT = gpdaverage x 4	=	1,800 gpd
	=	75 gph
TOTAL ANNUAL USE PER LOT = gpdaverage x 365	=	164,250 gpy
TOTAL ANNUAL USE FOR ENTIRE SUBDIVISION	=	492,750 gpy

PERMITTED CAPACITY OF THE WELL = 20 gpm x 60 min = 1200 gph
ANNUAL PERMITTED CAPACITY OF THE WELL = 10,512,000 gpy

This is within the capacity of the well, however each lot will be required to meet the requirements of the International Plumbing Code (IPC) for water availability to the residence on each lot. Since the capacity of the well is only 20 gpm, a cistern or tank will be needed on each lot to insure that the potential demand rate for each lot can be met during times of simultaneous usage.

GROUNDWATER INFORMATION

The well in this subdivision is compatible with and not adversely affected by the proposed individual septic systems anticipated for this subdivision. The use of individual septic systems is feasible for this subdivision. It should be noted that individual designs will be required for the septic system for each lot at the time of development and each lot owner will be responsible for obtaining the required permits to construct these systems.

USED OR AFFECTED WATER RIGHTS

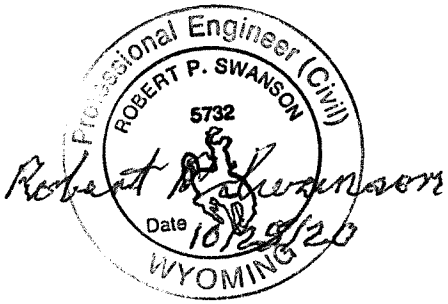
It is not anticipated that the on - lot well for the Ludog Subdivision will have an adverse effect on the wells within a one mile radius of the subdivision. See Appendix "C" for the State Engineer's Office search data for all wells located within one mile radius of this subdivision.

SUMMARY OF EXEMPTION and ON-LOT WELL REPORT

This Exemption is requested due to the high cost and poor feasibility of connection to the Regional System. The area near this subdivision has been previously developed with low-density developments and it will not be feasible in the foreseeable future to extend the Regional Water System into this area unless a high-density area is developed. It is feasible to provide water to the lots of this subdivision via on-lot wells, without an adverse effect on other wells in the area.

A "REGIONAL WATER SYSTEM CONNECTION EXEMPTION" is hereby requested for the Ludog Subdivision.

If you have any questions or comments regarding this "REGIONAL WATER CONNECTION EXEMPTION" and "ON – LOT WELL REPORT" please contact me at (307) 687-0600 or email me at swansonr@pcaengsur.com.



Robert P. Swanson, P.E.
PCA Engineering, Inc.

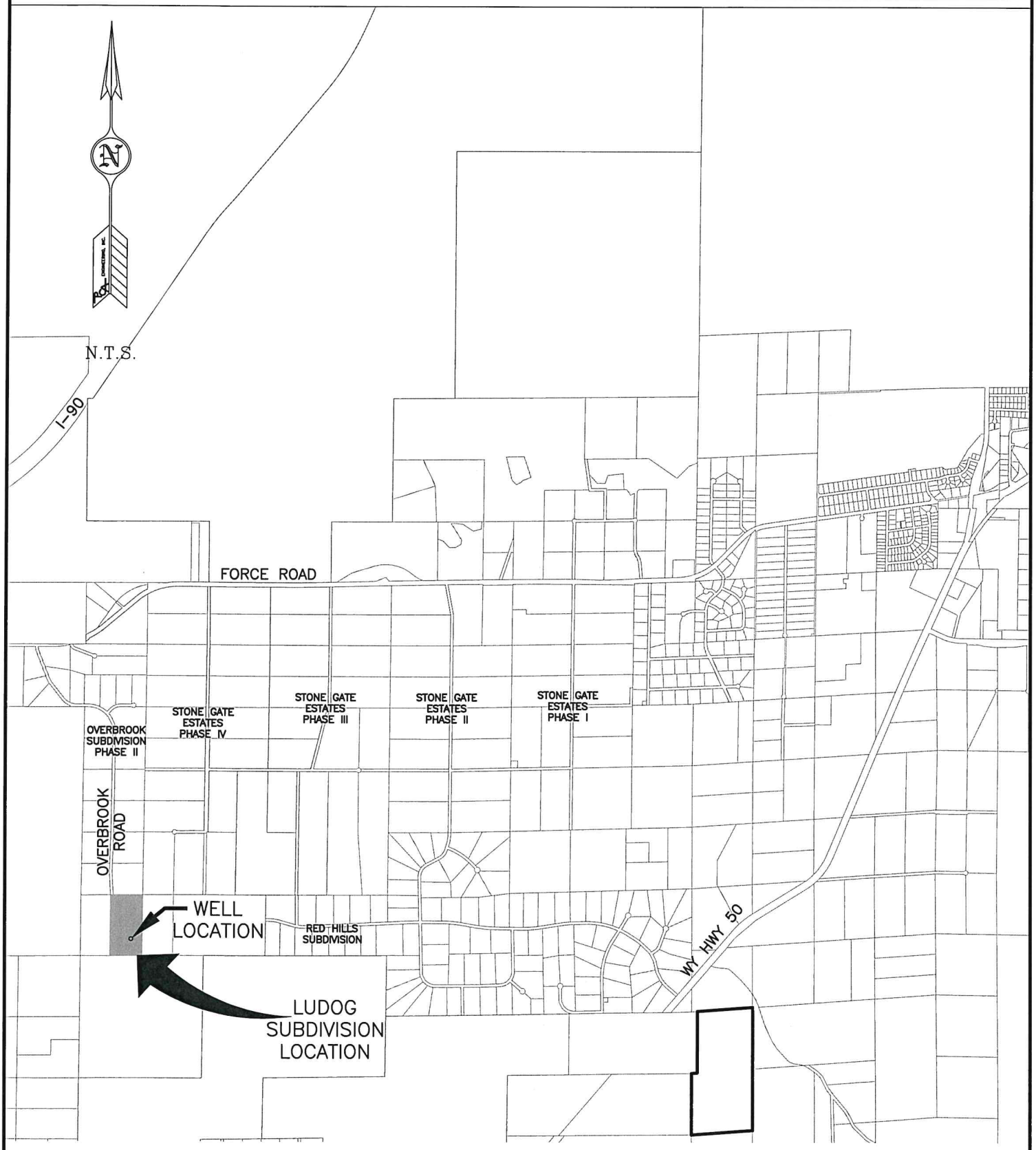
APPENDIX A

AREA MAP

PCA ENGINEERING INC.
CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING

LUDOG SUBDIVISION
WELL LOCATION

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



APPENDIX B

CITY OF GILLETTE LETTER

CITY OF GILLETTE
Development Services
Engineering Division
201 E. 5th Street • Gillette, Wyoming 82716
Phone 307.686.5265
www.gillettewy.gov

October 18, 2021

PCA Engineering, Inc.
ATTN: Robert Swanson
PO Box 2185
Gillette, WY 82717
VIA Email: swansonr@pcaengsur.com

RE: Ludog Subdivision – Regional Water Availability

Mr. Swanson,
Thank you for your inquiry regarding water service from the Gillette Regional Water Supply Project (GRWSP). I understand that the Ludog Subdivision will be located immediately South of the Overbrook Improvement and Service District and will be comprised of three lots as shown in the attached plat that you provided me. This location is within the Designated Service Area (see enclosed exhibit) and is serviceable from the GRWSP.

The City of Gillette currently operates a 12" transmission line along Force Rd, which does have capacity to serve the Ludog Subdivision and is in the planning stages of a new transmission line between the Red Hills Subdivision and the Fox Ridge Improvement and Service District. The City currently has no plans to extend either of these transmission lines to the immediate vicinity of the Ludog Subdivision.

If it is necessary for the Ludog Subdivision to obtain water service from the GRWSP, it can be accomplished in two ways:

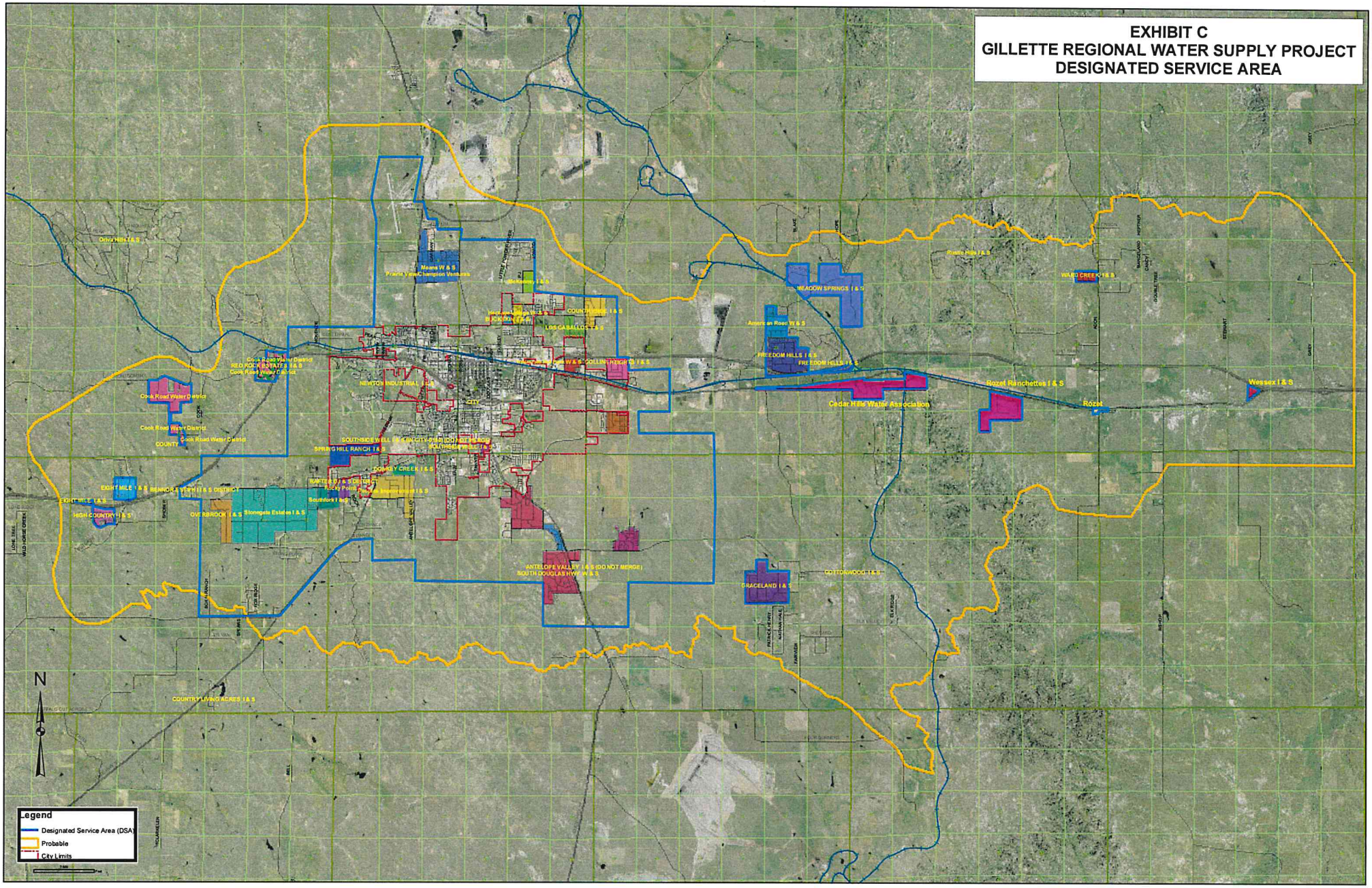
1. Form a water district and design, permit, and construct the transmission line and control building. The ownership of this infrastructure would be transferred to the City of Gillette once completed and accepted by City Council. The cost of building this infrastructure would be solely the responsibility of the water district. The timing for the availability of water would be based on the water district's schedule for design and construction.

2. Work with the Overbrook Improvement and Service District to modify their District boundary to include the Ludog Subdivision and obtain water from the existing Overbrook Centralized Water System.

If you have any questions or need additional clarification, please don't hesitate to contact me at 307-687-5265 or at levij@gillettewy.gov.

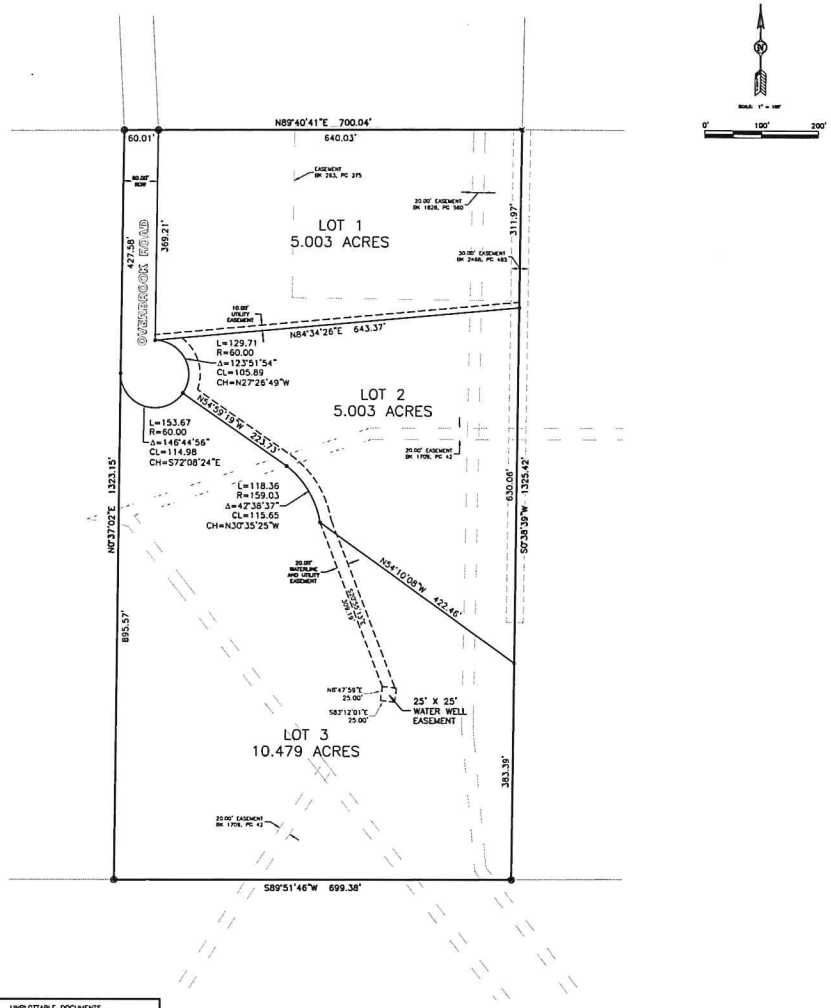
Sincerely,

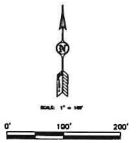
Levi Jensen, P.E.
Senior Civil Engineer

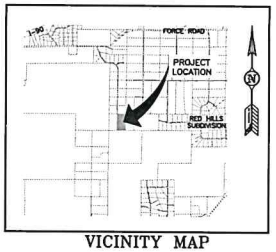

EXHIBIT C
GILLETTE REGIONAL WATER SUPPLY PROJECT
DESIGNATED SERVICE AREA
Means W & S
Prairie View/Champion Ventures
Bonanza I & S
COUNTRYSIDE I & S
LOS CABALLOS I & S
MEADOW SPRINGS I & S
American Road W & S
FREEDOM HILLS I & S
FREEDOM HILLS II & S
Prairie Hills I & S
WARD CREEK I & S
Cook Road Water District
RED ROCK ESTATES I & S
Cook Road Water District
NEWTON INDUSTRIAL I & S
CITY
SOUTHSIDE WELL (IN CITY) - OVERLOOK HEIGHTS
SOUTHSIDE SECTION
SPRING HILL RANCH I & S
DONKEY CREEK I & S
EIGHT MILE I & S
BEARCAT SOUTH I & S DISTRICT
HIGH COUNTRY I & S
OVERBROOK I & S
Stonegate Estates I & S
Southfork I & S
ANTELOPE VALLEY I & S (DO NOT MERGE)
SOUTH DOUGLAS HWY W & S
GRACELAND I & S
COTTONWOOD I & S
Cedar Hills Water Association
Rozet Ranchettes I & S
Rozet
Wessex I & S
COUNTRY LIVING ACRES I & S
N
Legend
Designated Service Area (DSA)
Probable
City Limits

LUDOG SUBDIVISION

LOCATED IN A PORTION OF LOT 2 (NW1/4NE1/4) OF SECTION 15, T49N, R73W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING







VICINITY MAP

CERTIFICATE OF DEDICATION

THE ABOVE OR FOREGOING SUBDIVISION OF LUDOG SUBDIVISION, LOCATED IN A PORTION OF LOT 2 (NW1/4NE1/4) OF SECTION 15, T49N, R73W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AS APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED IN LOTS, BLOCKS, STREETS AND EASEMENTS, AND THAT THE UNDERSIGNED OWNERS AND PROPRIETORS OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DO HEREBY DEDICATE TO THE PUBLIC FOR PERPETUAL PUBLIC USE ALL STREETS, ALLEYS, EASEMENTS AND OTHER LANDS WITHIN THE BOUNDARY LINES OF THE PLAT AS INDICATED AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE. UTILITY EASEMENTS AS DESIGNATED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL PUBLIC USE FOR INSTALLING, PREPARING, REPLACING AND MAINTAINING WATER LINES, SEWERS, GAS LINES, ELECTRICAL LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.

ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

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

_____
RANDOLPH WIRFEL, OWNER

STATE OF _____)
) SS.
COUNTY _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, A.D., 20___ BY RANDOLPH WIRFEL, OWNER, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

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

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

_____
CHAIRMAN

ATTEST:

_____
CLERK OF THE PLANNING COMMISSION

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

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

_____ CHAIRMAN OF BOARD
_____ MEMBER
_____ MEMBER
_____ MEMBER
_____ MEMBER
_____ MEMBER ATTEST:
_____ CLERK OF BOARD

- THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE
- NO PUBLIC MAINTENANCE OF STREETS OR ROADS
- NO PROPOSED CENTRALIZED WATER SUPPLY SYSTEM
- NO PUBLIC SEWAGE SYSTEMS

SUBDIVISION SUMMARY

TOTAL AREA: 21.270 ACRES
TOTAL LOTS: 3 LOTS
ZONING: R-R
FLOOD PLAIN DESIGNATION ZONE X
RIGHT OF WAY.: 0.785 ACRES

UNPLOTTABLE DOCUMENTS

- BOOK 256 PHOTOS, PAGE 543
- BOOK 1579 PHOTOS, PAGE 454
- BOOK 1600 PHOTOS, PAGE 401
- BOOK 1695 PHOTOS, PAGE 118
- BOOK 1742 PHOTOS, PAGE 587
- BOOK 3773 PHOTOS, PAGE 310

LEGEND

- × FOUND PLASTIC CAP PLS 2333
- ○ FOUND ALUMINUM CAP PLS 8885
- • SET 1/2" ø ALUMINUM CAP (PLS #11542)
- BOUNDARY
- EASEMENT
- EXISTING EASEMENT

LEGAL DESCRIPTION

A PARCEL LOCATED IN A PORTION OF THE LOT 2 (NW1/4NE1/4) OF SECTION 15, T49N, R73W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST SIXTEENTH CORNER OF SAID SECTION 15 AND BEING THE POINT OF BEGINNING, MONUMENTED BY AN ALUMINUM CAP STAMPED PELS 8885, 2006;

THENCE S89°51'46"W, 699.38 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, MONUMENTED BY AN ALUMINUM CAP STAMPED PELS 8885;

THENCE N00°37'02"E, 1323.15 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, MONUMENTED BY AN ALUMINUM CAP STAMPED PELS 8885;

THENCE N89°40'41"E, 700.04 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, MONUMENTED BY A PLASTIC CAP STAMPED PLS 2333;

THENCE S00°38'39"W, 1325.42 FEET TO THE POINT OF BEGINNING.

CERTIFICATE FOR RECORDING BY THE COUNTY CLERK AND RECORDER

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

_____
COUNTY CLERK

SURVEYOR'S CERTIFICATE

I, SHEILA M. SLOCUM, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS SUBDIVISION PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE LUDOG SUBDIVISION, LOCATED IN A PORTION OF LOT 2 (NE1/4NE1/4), SECTION 15, T49N, R73W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACTUAL SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION.

BENCHMARK

BASED ON CITY OF GILLETTE VERTICAL CONTROL, MONUMENT #55 ELEVATION= 4587.18

BASIS OF BEARING

WYOMING STATE PLANE GRID, NAD83, EAST ZONE (4901)

Prepared for:
RANDY WIRFEL
215 OVERBROOK
GILLETTE, WY 82718
307-299-8005

PCA ENGINEERING INC.
CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING
2301 W. 4-J Rd.
Gillette, Wyoming 82718
307-687-0889

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

Revision Date	Revision Description

PCA Project Number: 213895.018
Plot Date: Oct 15, 2021 - 8:19am
P:\Projects\213895000 Misc Survey - 2021\213895018 Ludog.dwg
Layout: Plat 1
X-Ref: ...

LUDOG SUBDIVISION
LOCATED IN A PORTION OF LOT 2 (NW1/4NE1/4) OF SECTION 15, T49N, R73W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING

FINAL PLAT

SHEET 1 OF 1

APPENDIX C

STATE ENGINEER'S OFFICE
ON-LINE DATA SEARCH

WR Number	PriorityDate	Summary WRStatus	Company	FirstNam e	LastName	FacilityNa me	Uses	Twn	Rng	Sec	Qtr-Qtr	Surv ey Type, Surv ey Num	Total Flow(C FS)/ Appro priatio n(GPM	Total depth (Ft)	StaticWat erLevel (Ft)	Well Log(Y/N)	DepthOfP ump	Principal WaterBea ringForm ationDept hTop	Principal WaterBea ringForm ationDept hBottom
P120368.0W	11/01/1999	Complete	Pennaco Ei			Doud 10-15-	CBM; STK	049N	073W	15	NW1/4SE1/4	A14-	50	899.00	704			834	890
P120369.0W	11/01/1999	Complete	Pennaco Ei			Doud 9-15-4	CBM; STK	049N	073W	15	NE1/4SE1/4	A13-	50	866.00	772			807	858
P127582.0W	07/17/2000	Abandoned	Lance Oil &			TURNER 14-:	CBM; STK	049N	073W	15	SW1/4SW1/4	A11-	50	910.00	497.46			850	910
P127591.0W	07/17/2000	Complete	Lance Oil &			GEER 34-15	CBM; STK	049N	073W	15	SW1/4SE1/4	A15-	50	894.00	530			820	894
P131204.0W	11/30/2000	Complete	Pennaco Ei			DOUD FEDEI	CBM	049N	073W	15	SE1/4NW1/4	A8-	0	881.00	857			821	875
P131205.0W	11/30/2000	Complete	Pennaco Ei			DOUD FEDEI	CBM	049N	073W	15	SW1/4NW1/4	A7-	60	881.00	844			824	873
P131206.0W	11/30/2000	Complete	Pennaco Ei			DOUD FEDEI	CBM	049N	073W	15	NW1/4NE1/4	A2-	60	901.00	848			846	894
P131207.0W	11/30/2000	Complete	Pennaco Ei			DOUD FEDEI	CBM	049N	073W	15	NE1/4NE1/4	A1-	60	830.00	785			772	821
P131208.0W	11/30/2000	Complete	Pennaco Ei			DOUD FEDEI	CBM	049N	073W	15	SE1/4NE1/4	A4-	60	826.00	772			769	818
P131265.0W	11/30/2000	Complete	Pennaco Ei			DOUD FEDEI	CBM	049N	073W	15	SW1/4NE1/4	A3-	60	887.00	843			827	878
P132706.0W	02/20/2001	Abandoned	Williams Pi			MCCANN FE	CBM; STK	049N	073W	15	NE1/4SW1/4	A9-	12	887.00	786.72			820	876
P150503.0W	04/21/2003	Complete		NOLAN & T	JOHNSON	MADER #3	DOM_GW	049N	073W	15	SW1/4SW1/4	L12-	20	500.00	303			458	497
P150504.0W	04/21/2003	Cancelled		DAVID ANI	GRAMM	MADER # 4	DOM_GW	049N	073W	15	NE1/4SW1/4	L11-	10	305.00	180	Y	280		
P154089.0W	09/16/2003	Complete		DAVID J &	FENDERSON	MADER #2	DOM_GW	049N	073W	15	SE1/4SW1/4	L13-	20	480.00	289			432	476
P156839.0W	03/01/2004	Complete		JAMES & T	WEAVER	WEAVER #1	DOM_GW	049N	073W	15	NE1/4SW1/4	L11-	20	500.00	295			420	500
P18801.0P	12/31/1948	Complete		H. W.	GEER	GEER #3	STK	049N	073W	15	SE1/4SE1/4		7.5	200.00	100			-1	-1
P188636.0W	09/08/2008	Cancelled		TY AND GV	WRIGHT	WRIGHT 1	DOM_GW	049N	073W	15	SW1/4SW1/4	L12	25						
P189924.0W	03/11/2009	Complete		RANDOLPH	WIRFEL	WIRFEL #1	DOM_GW	049N	073W	15	NW1/4NE1/4	L2	20	490.00	390	N	440	418	487
P206273.0W	09/23/2016	Complete		THOMAS	SIMONS	STONE MEAI	DOM_GW;	049N	073W	15	NE1/4NE1/4	L1	25	522.00	258	N	460	359	510
P119602.0W	10/04/1999	Abandoned	PENNACO			SWANSONG	CBM; STK	049N	073W	14	SE1/4NE1/4	L8	50	916.00	503			851	908
P119616.0W	10/04/1999	Abandoned	PENNACO			SWANSONG	CBM; STK	049N	073W	14	NE1/4SE1/4	L9	50	952.00	882			882	941
P130948.0W	11/17/2000	Abandoned	Williams Pi			SWANSONG	CBM; STK	049N	073W	14	NE1/4NE1/4	A	8	885.00	721.12			814	879
P110210.0W	05/27/1998	Complete		THOMAS V	COFFEY	COFFEY #1	DOM_GW	049N	073W	12	NE1/4NW1/4	L12	20	160.00	100			115	150
P129739.0W	09/15/2000	Abandoned	Williams Pi			STONE GATE	CBM; STK	049N	073W	12	NE1/4NW1/4	A5-	65	807.00	658.84			730	788
P129741.0W	09/15/2000	Abandoned	Williams Pi			STONE GATE	CBM; STK	049N	073W	12	SW1/4NW1/4	A	65	907.00	765.91			834	902
P131451.0W	11/22/2000	Abandoned	Williams Pi			SWANSONG	CBM; STK	049N	073W	12	SW1/4SW1/4	A	10	892.00	707.19			818	886
P135800.0W	06/11/2001	Abandoned	Williams Pi			STONE GATE	CBM; STK	049N	073W	12	NE1/4SW1/4	A9-	12	953.00	756.17			878	948
P145659.0W	06/21/2002	Abandoned	Williams Pi			KOHR 43-12-	CBM; STK	049N	073W	12	NE1/4SE1/4	L9-	12	902.00	770.07			828	895
P146091.0W	07/19/2002	Abandoned	Williams Pi			STONE GATE	CBM; STK	049N	073W	12	SW1/4NE1/4	L7-	11	819.00	677.6			748	814
P150379.0W	03/31/2003	Cancelled	STONE GA			STONE GATE	MIS	049N	073W	12	SE1/4NW1/4	A8-	200						
P169574.0W	08/22/2005	Cancelled		JAMES D.	KINTZ	KINTZ HOME	DOM_GW	049N	073W	12	SE1/4SE1/4	D16L	25						
P169581.0W	08/23/2005	Complete		DAN AND I	PENNINGTO	PENNINGTO	DOM_GW	049N	073W	12	SW1/4SE1/4	L15	18	500.00	180	N	440	440	500
P176972.0W	08/28/2006	Complete		JOHN	CHAMPLIN	CHAMPLIN #	DOM_GW;	049N	073W	12	SE1/4NE1/4	A4-	18	545.00	305	N	460	450	540
P186810.0W	04/03/2008	Cancelled		JAMES	KINTZ	KINTZ HOME	DOM_GW	049N	073W	12	SE1/4SE1/4	L16	25						
P199791.0W	02/27/2013	Complete		JAMES	KINTZ	KINTZ HOME	DOM_GW	049N	073W	12	SE1/4SE1/4	L16	25	1330.00	855	N	1017	1020	1260
P202631.0W	08/14/2014	Complete		PAUL OR T	OEDEKOVEN	OEDEKOVEN	DOM_GW;	049N	073W	12	SW1/4SE1/4	L15	10	500.00	263	N	440	425	479
P206840.0W	03/02/2017	Complete		TOM	SIMONS	TPG HOLDIN	DOM_GW;	049N	073W	12	SE1/4SW1/4	L14	25	520.00	284	N	460	430	517
P2590.0W	06/12/1969	Complete		JANICE C.	GREGERSEN	LYNGBY WEI	STK	049N	073W	12	NW1/4SW1/4		10	176.00	20			165	176
P57603.0W	06/22/1981	Incomplete	SOUTHFOF			SOUTHFORK	MIS	049N	073W	12	NE1/4NE1/4		80	1530.00	450			1050	1500
P68487.0W	09/14/1984	Cancelled		JAMES D.	KINTZ	KINTZ #3	MIS	049N	073W	12	SW1/4SE1/4		60						
P87209.0W	01/14/1992	Fully Adjudic		CRAIG G. A	MADER	STONE GATE	MIS	049N	073W	12	SE1/4NW1/4	A8-	25	1706.00	785			1410	1740
P94500.0W	01/10/1994	Fully Adjudic		STONE GA	IMPROVEMEN	ENL. STONE	MIS	049N	073W	12	SE1/4NW1/4	T10	65	1706.00	795			1410	1740
P95374.0W	05/16/1994	Fully Adjudic		STONE GA	IMPROVEMEN	ENL STONE (	MIS	049N	073W	12	SE1/4NW1/4	T10	0	1706.00	785			1410	1740
CR UW09/27	01/14/1992	Fully Adjudic	STONE GA			STONE GATE	MIS	049N	073W	12	SE1/4NW1/4	L6	25						
CR UW09/27	01/10/1994	Fully Adjudic	STONE GA			ENL. STONE	MIS	049N	073W	12	SE1/4NW1/4	L6	50						
P130947.0W	11/17/2000	Abandoned	Williams Pi			STONE GATE	CBM; STK	049N	073W	11	NE1/4SE1/4	A13-	0	832.00	654.02			756	826
P136856.0W	07/05/2001	Abandoned	Williams Pi			STONE GATE	CBM; STK	049N	073W	11	SW1/4SE1/4	A15-	3	844.00	670.43			778	840
P214697.0W	05/28/2021	Incomplete		TREVOR AI	SCHILLING	SCHILLING N	DOM_GW	049N	073W	11	NE1/4SE1/4	L8	25						
P101687.0W	02/29/1996	Complete		Everett & J	Bishop	BISHOP #1	DOM_GW;	049N	072W	18	SW1/4NW1/4	L2	8	260.00	190			200	260
P102154.0W	04/16/1996	Complete		ROBIN	KUNTA	KUNTZ #1	DOM_GW	049N	072W	18	NE1/4NW1/4		22	362.00	235			312	346
P120385.0W	11/01/1999	Complete	Pennaco Ei			Swangsong	CBM; STK	049N	072W	18	NW1/4SW1/4	A10-	50	803.00	565			744	794
P120386.0W	11/01/1999	Cancelled	Pennaco Ei			Swangsong	CBM; STK	049N	072W	18	NW1/4SW1/4	A10-	50						
P125187.0W	04/27/2000	Abandoned	Williams Pi			BISHOP 12-1	CBM; STK	049N	072W	18	SW1/4NW1/4	A7-	50	752.00	134			688	752
P125188.0W	04/27/2000	Abandoned	Williams Pi			MILNE 23-1E	CBM; STK	049N	072W	18	NE1/4SW1/4	A9-	50	882.00	194			761	820
P128187.0W	08/11/2000	Cancelled	Lance Oil &			WIND DANC	CBM; STK	049N	072W	18	NE1/4NW1/4	A5-	65	685.00	-1			625	0
P13895.0D	10/25/1915	Cancelled		BEN	DOUD	SELLARS DIT		049N	072W	18	NW1/4SW1/4	L3	0						
P145063.0W	06/11/2002	Complete		BARRY	STEEG	STEEG #1	DOM_GW	049N	072W	18	SW1/4NW1/4	A7-	20	500.00	227			407	497
P149033.0W	02/03/2003	Complete		MIKE & M/	CAMPAGNA	CAMPAGNA	DOM_GW	049N	072W	18	SE1/4NW1/4	L10-	15	520.00	247			419	508
P174408.0W	04/20/2006	Complete	BOSS ENTE			BOSS #1	DOM_GW;	049N	072W	18	SE1/4SW1/4	A	20	562.00	325	N	460	536	562
P194373.0W	11/15/2010	Expired		EVERETTE .	BISHOP	BISHOP 12-1	DOM_GW;	049N	072W	18	SW1/4NW1/4	L9	25						
P196858.0W	01/12/2011	Complete		MICHAEL A	CAMPAGNA	CAMPAGNA	DOM_GW	049N	072W	18	NE1/4SW1/4	L15	10	575.00	290	N	560		
P196973.0W	11/09/2011	Complete		LARRY ANI	STUDY	STUDY 21-1E	DOM_GW;	049N	072W	18	NE1/4NW1/4	L7	12	466.00	157	N	315	328	
P202970.0W	10/16/2014	Unadjudicat		NICK	FREEMAN	NSL WELL 1	DOM_GW;	049N	072W	18	SW1/4NW1/4	L9	20	533.00	260	N	400	458	533
P209199.0W	06/13/2018	Complete		CHRIS	PARKS	RUTH ANN 2	DOM_GW;	049N	072W	18	NW1/4SW1/4	L3	20	505.00	113	N	460	433	499
P210021.0W	11/09/2018	Complete	PARKS EST.			EMMY RAE 2	DOM_GW;	049N	072W	18	NW1/4SW1/4	L3	20	505.00	263	N	460	430	501
P210022.0W	11/09/2018	Complete	PARKS EST.			ALI RUTH 20	DOM_GW;	049N	072W	18	SW1/4SW1/4	L4	20	505.00	263	N	460	429	502
P210160.0W	12/21/2018	Incomplete		JOSHUA AI	JORGENSEN	ENL RUTH AI	DOM_GW;	049N	072W	18	NW1/4SW1/4	L3	0						
P214579.0W	05/06/2021	Complete		JOE AND LI	HUBBARD	RILEY	DOM_GW	049N	072W	18	NW1/4NE1/4	L6	25	305.00	220	N	280		
P95654.0W	06/16/1994	Complete	Wyo State			G-MON-6	MON	049N	072W	18	SW1/4NW1/4		0	1975.00	663			934	1938
P96023.0W	07/06/1994	Complete		RICHARD L	MINCHOW	HUTTON #1	DOM_GW;	049N	072W	18	NW1/4NW1/4	A6-	20	420.00	185			323	403
P96652.0W	08/15/1994	Complete		TERRY & A	LEU	LEU #1	DOM_GW;	049N	072W	18	NW1/4NW1/4	L34	10	275.00	230			260	275
P120744.0W	11/15/1999	Complete		Jim	Barrett	Barrett #1	DOM_GW	049N	072W	07	SE1/4SW1/4	A12-	10	362.00	235			312	362
P128196.0W	08/11/2000	Abandoned	Williams Pi			GANSKE 14-:	CBM; STK	049N	072W	07	SW1/4SW1/4	A11-	65	770.00	551.17			702	762
P128233.0W	08/11/2000	Abandoned	Williams Pi			DOUD 23-7-	CBM; STK	049N	072W	07	NE1/4SW1/4	A9-	65	762.00	492.65			696	758
P142866.0W	02/21/2002	Cancelled		ROGER/KA	GANSKE	GANSKE # 3	DOM_GW	049N	072W	07	SW1/4SW1/4	A11-	25						
P142867.0W	02/21/2002	Cancelled		ROGER AN	GANSKE	GANSKE # 4	DOM_GW	049N	072W	07	SW1/4SW1/4	A11-	25						
P142868.0W	02/21/2002	Cancelled		ROGER/KA	GANSKE	GANSKE # 2	DOM_GW	049N	072W	07	SW1/4SW1/4	A11-	25						
P169332.0W	08/03/2005	Complete		TIMOTHY	SCHNAIBLE	SCHNAIBLE 2	DOM_GW	049N	072W	07	NW1/4SW1/4	A10-	20	540.00	302			420	540
P172580.0W	12/23/2005	Complete		KASEY	COOK	ROCK ROAD	DOM_GW	049N	072W	07	NE1/4SW1/4	L15	10	500.00	320	N	400	449	500
P172582.0W	12/23/2005	Complete		KASEY	COOK	ROCK ROAD:	DOM_GW	049N	072W	07	NE1/4SW1/4	A	20	485.00	266	N	380	440	470
P182081.0W	07/09/2007	Complete		CHRISTOPI	FRANDRUP	FRANDRUP1	DOM_GW	049N	072W	07	NW1/4SW1/4	A	18	542.00	300	N	420	493	542
P190399.0W	04/28/2009	Complete		TIMOTHY	SCHNAIBLE	SCHNAIBLE 2	DOM_GW	049N	072W	07	NW1/4SW1/4	L16	10	393.00	257	N	300	380	393
P196854.0W	11/15/2010	Complete		ROGER A A	GANSKE	GANSKE 14-:	DOM_GW;	049N	072W	07	SW1/4SW1/4	L17	10	531.00	258	N	340	360	400
P204991.0W	12/23/2015	Complete		STUART AN	BLESSING	BLESSING #1	DOM_GW	049N	072W	07	SE1/4SW1/4	L18	10	484.00	261	N	400	435	476
P214227.0W	03/31/2021	Incomplete		JAMES	TITUS	TITUS WELL	DOM_GW	049N	072W	07	SE1/4SW1/4	L18	25						
P98177.0W	01/11/1995	Complete		ROGER & K	GANSKE	GANSKE #1	DOM_GW;	049N	072W	07	SW1/4SW1/4	L4	25	382.00	275			310	378
P99832.0W	07/24/1995	Complete		MIKE	HANSON	HANSON #1	DOM_GW	049N	072W	07	NE1/4SW1/4	L26	25	862.00	380			802	862

APPENDIX D

STATE ENGINEER'S OFFICE STATEMENT OF COMPLETION AND PERMIT SUMMARY

FORM U.W.6
Rev. 2/07

STATE OF WYOMING

OFFICE OF THE STATE ENGINEER
HERSCHLER BLDG., 4-E
CHEYENNE, WYOMING 82002
(307) 777-6163

STATEMENT OF COMPLETION AND DESCRIPTION OF WELL OR SPRING

NOTE: Do not fold this form. Use typewriter or print neatly with black ink.

PERMIT NO. U.W. 189924 NAME OF WELL/SPRING WIRFEL #1

1. NAME OF OWNER RANDOLPH WIRFEL

2. ADDRESS 4001 High Cliff Court
☐ Please check if address has changed from that shown on permit.
City Gillette State WY Zip Code 82718 Phone No. 307-299-8005

3. USE OF WATER ☒ Domestic ☐ Stock Watering ☐ Irrigation ☐ Municipal ☐ Industrial ☐ Miscellaneous
☐ Monitor or Test ☐ Coal Bed Methane Explain proposed use (Example: One single family dwelling)
One single family dwelling

4. LOCATION OF WELL/SPRING NW 1/4 NE 1/4 of Section 15, T. 49 N., R 73 W., of the 6th P.M. (or W.R.M.)
Subdivision Name _____ Lot _____ Block _____
Resurvey Location Tract _____ or Lot _____ Datum ☐ NAD27 ☐ NAD83 _____
Geographic Coordinates: Latitude 44° 13.600' N Longitude 105° 37.019' W (degrees, minutes, seconds)
UTM: Zone _____ Northing _____ Easting _____ (meters)
State Plane Coordinates: Zone _____ Northing _____ Easting _____ (Feet)
Land surface elevation (ft. above mean sea level) _____ Datum ☐ NAVD29 ☐ NAVD88
Source ☒ GPS ☐ Map ☐ Survey ☐ Unknown ☐ Other ☐ Altimeter (for elevation only)

5. TYPE OF CONSTRUCTION ☒ Drilled rotary, mud (type of rig, and fluid used, if any) ☐ Dug ☐ Driven ☐ Other
Describe _____

6. CONSTRUCTION Total depth of well/spring 490 ft.
Depth to static water level 390 ft. (below land surface) Casing height +2 ft. above ground
a. Diameter of borehole (bit size) 8 3/4 inches
b. Casing schedule ☒ New ☐ Used Joint type ☐ Threaded ☒ Glued ☐ Welded
5" diameter from 0 ft. to 490 ft. Material PVC Gage SDR17
_____ diameter from _____ ft. to _____ ft. Material _____ Gage _____
c. Cemented/grouted interval, from 380 ft. to 390 ft.
Amount of grout used 5 sacks (example: 10 sacks) type bentonite chips (example: bentonite pellets)
d. Type of completion ☐ Customized perforations ☐ Open hole ☒ Factory screen
Type of perforator used _____
Size of perforations _____ inches by _____ inches
Number of perforations and depths where perforated
_____ perforations from _____ ft. to _____ ft.
_____ perforations from _____ ft. to _____ ft.
Open hole from _____ ft. to _____ ft.
Well screen details
Diameter 5" slot size .025 set from 430 ft. to 490 ft.
Diameter _____ slot size _____ set from _____ ft. to _____ ft.
e. Well development method _____ How long was well developed? _____
f. Was a filter/gravel pack installed? ☒ Yes ☐ No Size of sand/gravel 3/8"
Filter pack/gravel installed from 390 ft. to 490 ft.
g. Was surface casing used? ☐ Yes ☒ No Was it cemented in place? ☐ Yes ☐ No
Surface casing installed from _____ ft. to _____ ft.

7. NAME AND ADDRESS OF DRILLING COMPANY Ruby Drilling Co, Inc., P.O. Box 339, Gillette, WY 82717

8. DATE OF COMPLETION OF WELL (including pump installation) OR SPRING (first used) Aug. 3, 2009

9. PUMP INFORMATION Manufacturer Sta-Rite Type Submersible
Source of power electricity Horsepower 3 Depth of pump setting or intake 440 ft.
Amount of water being pumped 20 gal./min.* (For springs or flowing wells, see item 10)
Total volumetric quantity used per calendar year.* 325,000 gal.

10. FLOWING WELL OR SPRING (Owner is responsible for control of flowing well)
If well yields artesian flow or if spring, yield is _____ gal./min.* Surface pressure is _____ lb./sq.inch, or _____ feet of water
The flow is controlled by ☐ Valve ☐ Cap ☐ Plug
Does well leak around casing? ☐ Yes ☐ No
*If these amounts exceed permitted amount an enlargement is required.

Permit No. U.W. 189924 Book No. 1371 Page No. 124

SEE REVERSE SIDE

11. IF SPRING, HOW WAS IT CONSTRUCTED? (Some method of artificial diversion, i.e., springbox, cribbing, etc., is necessary to qualify for a water right) _____

12. PUMP TEST Was a pump test conducted? ☐ Yes ☒ No
If so, by whom _____
Yield _____ gal./min. with _____ ft. drawdown after _____ hours
Yield _____ gal./min. with _____ ft. drawdown after _____ hours

13. LOG OF WELL Total depth drilled 490 ft.
Depth of completed well 490 ft. Diameter of well 5 inches.
Depth to first water bearing formation _____ ft.
Depth to principal water bearing formation Top 418 ft. to bottom 487 ft.

DRILL CUTTINGS DESCRIPTION:

From Feet	To Feet	Rock Type Or Description	Formation	Water Bearing? (Yes or no)
Surface	1	Top soil		
1	27	Brown clay w/ shale		
27	33	Brown sand		
33	38	Brown clay		
38	78	Gray clay w/ coal str.		
78	83	Sand		
83	109	Clay		
109	117	Sandy clay		
117	215	Clay		
215	259	Sand		
259	268	Clay		
268	287	Coal		
287	418	Clay		
418	487	Sand		yes
487	490	Clay		

14. DOES A GEOPHYSICAL LOG ACCOMPANY THIS FORM? ☐ Yes ☒ No

15. QUALITY OF WATER INFORMATION
Does a chemical and/or bacteriological water quality analysis accompany this form? ☐ Yes ☒ No
It is recommended that chemical and bacteriologic water quality analyses be performed and that the report(s) be filed with the records of this well. (Contact Department of Agriculture, Analytical Lab Services, Laramie, 742-2984.)
If not, do you consider the quality of water as ☐ Good ☐ Acceptable ☐ Poor ☐ Unusable

REMARKS _____

Under penalties of perjury, I declare that I have examined this form and to the best of my knowledge and belief it is true, correct, and complete.

Suzanne Ruby
Signature of Owner or Authorized Agent

Aug. 14
Date , 2009

FOR STATE ENGINEER'S USE ONLY

Permit No. U.W. 189924

Date of Receipt _____

Date of Priority 3/11/2009

Date of Approval _____ , 20___

_____
for State Engineer

Print

Permit Summary

Instrument: WELLS AND SPRINGS

Facility Name:	WIRFEL #1	Water Right Status:	COMPLETE
Application Number:	UW5-1661	Date Accepted for Processing:	03/12/2009
Temporary File Number:	41-6-382W	Priority Date:	03/11/2009
Permit Number:	P189924.0W	Division: / District:	2 / 10
Proof Number:		SC Original Expiration Date:	12/31/2010
Docket Number:		SC Extended Expiration Date:	
Order Number:		SC Actual Date:	08/03/2009
Certificate Record Number:		BU Original Expiration Date:	12/31/2010
Auto Cancellation Date:		BU Extended Expiration Date:	
Extended Auto Cancellation Date:		BU Actual Date:	
Last Modified By:	s1n9e7e1ch	Last Modified Date:	12/06/2012
Created By:	RYAN ANDERSON		

General Info

Type Of Diversion	Supply Type	Special Cases
Well, Production Well		
Appropriation Amount :	20.000 GPM	

Prefix	Water Right Number	Suffix

Appropriator(s)

Appropriator	Last Name	First Name	Company	City	State
Applicant	WIRFEL	RANDOLPH		GILLETTE	Wyoming

Beneficial Uses

Beneficial Uses:	Domestic-- Ground Water(1)

Water Right POD

Principal Meridian	Township	Range	Section	Quarter	Qtr-Qtr	SurveyType	Number	Primary POD
06	049N	073W	15	NE	NWNE	Lot	2	Y

Water Right POU

Principal Meridian	Township	Range	Section	Quarter	Q-Q	WR Status	Acres	Use	Sub Use	Supply Type

06	049N	073W	15	NE	NWNE	0.000	Domestic-- Ground Water	ORIGINAL

1

Supply Type	Acres
Original	0.000
Total acres irrigated:	0.000

Construction

Diversion Type	Contruction Type	Construction Description	Total Depth (feet)	Casing Height (feet)	static water level (feet)
GW	Drl	ROTARY MUD	490.00	2.00	390.00

Pump/Flow

Manufacture Name	Horse Power (Hp)	Pump Setting (feet)	Pumped Amount (gpm)	Total Volumetric Quantity	Total Volumetric Quantity (Units)	Artesian Flow (gpm)
STA-RITE	3	440	20	1	acre-feet	0

Well Log/Water Quality

Total Depth (feet)	Well Diameter (inches)	WaterBearing Formation (feet)	WaterBearing Formation Top (feet)	WaterBearing Formation Bottom (feet)	Water Quality
490.00	5.00		418.00	487.00	

Comments

Documents

Document Type	Document Name	Document Date	Document Created by	Document Uploaded by	Uploaded Date	View
Application						
Application	41-6-382	3/23/2009	D Castle	cverpl	3/23/2009 10:09:05 AM	
Letter						
Letter	Well Location	4/15/2009	LINN, CYNDEE	littlewyo	4/15/2009 9:01:19 AM	
Notice						
Notice	Statement_Of_Completion_P189924.0W_001.pdf	1/8/2015	Imaging	epermitsu	1/8/2015 12:30:49 PM	
Permit						
Permit	P189924.0W_001.pdf	1/8/2015	Imaging	epermitsu	1/8/2015 4:56:38 PM	
Permit	Permit Document	11/12/2009	ePermitSU	littlewyo	11/12/2009 11:03:24 AM	

Remarks

Remark Notes	Remarks Response

Please describe any unusual circumstance in the Remarks section.	

Appropriation for Ground Water

Appropriation Amount (GPM)	20.00

Related Transactions

Instrument Type	Instrument Name	Instrument Code	WR Number Type	WR Number
Application	Wells and Springs	UW5	Permit	P189924.0W
Notice	Statement of Completion and Description of Well or Spring	UW6	Permit	P189924.0W

APPENDIX E

ANALYTICAL SUMMARY REPORT
By
ENERGY LABORATORIES

ENERGY LABORATORIES
Trust our People. Trust our Data.
www.energylab.com
Billings, MT 800.735.4489 • Casper, WY 888.235.0515
Gillette, WY 866.686.7175 • Helena, MT 877.472.0711

ANALYTICAL SUMMARY REPORT

October 11, 2021

Randy Wirfel

Work Order: G21090466

Project Name: 215 Overbrook Rd.

Energy Laboratories Inc. Gillette WY received the following 1 sample for Randy Wirfel on 9/29/2021 for analysis.

Lab ID	Client Sample ID	Collect Date	Receive Date	Matrix	Test
G21090466-001	Hydrant	09/29/21 14:15	09/29/21	Drinking Water	Metals by ICP/ICPMS, Drinking Water Alkalinity Anion - Cation Balance Bacteria, SDWA Conductivity Hardness Hardness, grains/gallon Anions by Ion Chromatography Langelier Index Livestock Suitability; Irrigation Classification Metals pH check by the Laboratory FIRST Nitrogen, Nitrate + Nitrite pH Drinking Water Metals Digestion by EPA 200.2 Sodium Adsorption Ratio Solids, Total Dissolved - Calculated

The analyses presented in this report were performed by Energy Laboratories, Inc., 400 W. Boxelder Rd., Gillette, WY 82718, unless otherwise noted. Any exceptions or problems with the analyses are noted in the report package. Any issues encountered during sample receipt are documented in the Work Order Receipt Checklist.

The results as reported relate only to the item(s) submitted for testing. This report shall be used or copied only in its entirety. Energy Laboratories, Inc. is not responsible for the consequences arising from the use of a partial report.

If you have any questions regarding these tests results, please contact your Project Manager.

Report Approved By:

Wyoming Regional Director

Digitally signed by
Terry Friedlan
Date: 2021.10.11 17:45:31 -06:00

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Billings, MT 800.735.4489 • Casper, WY 888.235.0515
Gillette, WY 866.686.7175 • Helena, MT 877.472.0711

CLIENT: Randy Wirfel
Project: 215 Overbrook Rd.
Work Order: G21090466

Report Date: 10/11/21

CASE NARRATIVE

Tests associated with analyst identified as ELI-B were subcontracted to Energy Laboratories, 1120 S. 27th St., Billings, MT, EPA Number MT00005.

Tests associated with analyst identified as ELI-CA were subcontracted to Energy Laboratories, 2393 Salt Creek Hwy., Casper, WY, EPA Number WY00002.

Well Educated

Understanding Your Test Results

Example Test Result

LABORATORY ANALYTICAL REPORT

Analyses	Result	Units	Qual	RL	MCL/ QCL	Method	Analysis Date / By
INORGANICS							
Alkalinity, Total as CaCO3	254	mg/L		1		A2320 B	03/21/06 17:40 / qed
Chloride	27	mg/L		1		E300.0	03/22/06 19:13 / qed
Sulfate	318	mg/L		1		E300.0	03/22/06 19:13 / qed
Fluoride	1.0	mg/L		0.1		E300.0	03/22/06 19:13 / qed
Nitrogen, Nitrate+Nitrite as N	0.24	mg/L		0.05		E300.0	03/22/06 19:13 / qed

The following interpretation is based on public drinking water system standards. These standards only apply to public water systems but the health implications are the same for private well water users.

Definitions:

ND stands for no detection meaning the parameter was not detected in the sample
ppm (parts per million) is often used interchangeably with **mg/L** (milligrams per liter)
RL (reporting limit) is basically the smallest concentration a test can detect
MCL (maximum contaminant level) is a USEPA drinking water standard

Parameter Name	Possible Results	Quick Interp.	Warnings and Suggestions
Alkalinity (Total as $CaCO_3$) The ability of water to compensate for changes in pH. Higher alkalinity means water is less likely to experience big changes in acidity.	**ND or less than 100 (mg/L)**	**Corrosion Potential**	As alkalinity decreases below 100, if pH is lower than 6.5 there is increased potential for corrosion of pipes releasing metals into the water .
	100 to 200 (mg/L)	**Satisfactory**	Sufficient buffer potential to resist changes in pH and generally not significant scaling in pipes.
	200 or more (mg/L)	**Scaling Potential**	Possible scaling in pipes and water heaters.
Aluminum A naturally occurring metal generally found in concentrations between 0.01 and 0.3 mg/L in groundwater. The EPA secondary standard for aluminum is 0.050 to 0.2 mg/L because high concentrations can cause coloring of water.	**ND or less than 0.05 (mg/L)**	**Satisfactory**	No action necessary.
	0.05 or more (mg/L)	**Objectionable**	Standard based on aesthetics not health; if water discoloration is troublesome, consider treatment.
Antimony Antimony is not commonly found in nature; sources of contamination include petroleum refinery discharge, fire retardants, ceramics, electronics and solder.	**ND or less than 0.006 (mg/L)**	**Satisfactory**	Result generally shouldn't change dramatically through time, consider retesting next year if result is 0.005 or more.
	0.006 or more (mg/L)	**Unsatisfactory**	Health risk exists; consider water treatment and/or alternative sources; see fact sheet for more information
Arsenic Groundwater contamination can happen from mining, pesticides and wood preservatives; contamination can also occur naturally.	**ND**	**Satisfactory**	Retesting not necessary unless a change is suspected.
	0 to 0.010 (mg/L)	**Satisfactory**	Ideally, drinking water should contain no detectable arsenic; consider retesting next year if result is 0.008 mg/L or more.
	0.010 or more (mg/L)	**Unsatisfactory**	Health risk exists; consider water treatment and/or alternative drinking water sources; see fact sheet for more information.

Parameter Name	Possible Results	Quick Interp.	Warnings and Suggestions
Barium Found abundantly in nature and is used in the production of many household items; it can enter drinking water through industrial discharge and natural erosion.	**ND or less than 2 (mg/L)**	**Satisfactory**	Result generally shouldn't change dramatically through time, consider retesting next year if result is 1.6 mg/L or more.
	2 or more (mg/L)	**Unsatisfactory**	Health risk exists; consider water treatment and/or alternative drinking water sources; see fact sheet for more information.
Beryllium A naturally occurring metal used in metal refining; coal combustion; and electrical, aerospace and defense industries.	**ND or less than 0.004 (mg/L)**	**Satisfactory**	Result generally shouldn't change dramatically through time, consider retesting next year if result is 0.003 mg/L or more.
	0.004 or more (mg/L)	**Unsatisfactory**	Health risk exists; consider water treatment and/or alternative sources; see fact sheet for more information.
Bicarbonate as HCO_3 Bicarbonate is the principle alkaline constituent in drinking water. See alkalinity.	**Any Value**	**Satisfactory (depending on alkalinity)**	Bicarbonate does not pose a health risk; bicarbonate and carbonate are closely related to alkalinity.
Cadmium A metallic element that can enter drinking water through corrosion of pipes, erosion of natural deposits, metal refining and runoff from waste batteries and paints.	**ND or less than 0.005 (mg/L)**	**Satisfactory**	Result generally shouldn't change dramatically through time, consider retesting next year if result is 0.004 mg/L or more.
	0.005 or more (mg/L)	**Unsatisfactory**	Health risk exists; consider water treatment and/or alternative sources; see fact sheet for more information.
Calcium A naturally occurring metal essential in the human diet and common in groundwater with concentrations ranging from zero up to several hundred mg/L. A major contributor to the hardness of water which can cause scaling problems in pipes and hot water heaters.	**Any Value**	**Satisfactory (depending on hardness)**	Calcium does not pose a health risk; calcium and magnesium together make up the hardness; see hardness.
Carbonate as CO_3 Mineral found in groundwater. See alkalinity.	**Any Value**	**Satisfactory (depending on alkalinity)**	Carbonate does not pose a health risk; carbonate and bicarbonate are closely related to alkalinity; see alkalinity.
Chloride A common natural salt in groundwater. The EPA secondary standard for chloride is 250 mg/L; higher concentrations can cause a salty taste.	**ND or less than 250 (mg/L)**	**Satisfactory**	No action necessary.
	250 or more (mg/L)	**Objectionable**	Standard based on aesthetics not health; if salty taste is troublesome, consider treatment.

Parameter Name	Possible Results	Quick Interp.	Warnings and Suggestions
Chromium A metallic element commonly found in nature; contamination of groundwater can happen through discharge from leather tanning, steel and pulp mills or erosion of natural deposits.	**ND or less than 0.10 (mg/L)**	**Satisfactory**	Result generally shouldn't change dramatically through time, consider retesting next year if result is 0.08 mg/L or more.
	0.10 or more (mg/L)	**Unsatisfactory**	Health risk exists; consider water treatment and/or alternative sources; see fact sheet for more information.
Coliform Bacteria (Total) A type of bacteria which should not be present in groundwater; indicates potential contamination.	**Absent**	**Satisfactory**	Continue testing annually to monitor for contamination.
	Present	**Objectionable**	No direct health threat, but coliforms should not be present in groundwater; see fact sheet for more information.
Coliform Bacteria (*E. coli*) A type of bacteria found in feces of warm blooded animals which indicates fecal pollution. If *E. coli* is present in a sample, the water is unsafe to drink without treatment.	**Absent**	**Satisfactory**	Continue testing annually to monitor for contamination.
	Present	**Unsatisfactory**	Direct health threat; treat water for drinking and cooking; see fact sheet for more information.
Conductivity A measure of how easily electric current will pass through a water sample. This measurement is related to and often used to estimate total dissolved solids. Also used to estimate the tendency of water to corrode metal.	**Any Value**	**Satisfactory**	Conductivity does not pose a health risk; it is related to total dissolved solids and is used in calculating the corrosivity.
Corrosivity (Langelier Index) Corrosive water can mobilize metals (especially lead and copper) from pipes into drinking water and can eventually cause leaks in plumbing. While not a perfect tool, the Langelier Index is a useful guide for assessing the corrosive ability of water.	**Less than -2.5**	**High Corrosion Potential**	Corrosive water can leach metals from minerals in the earth or from pipes and fixtures; treatment and/or testing for metals is recommended.
	-2.5 to -0.5	**Moderate Corrosion Potential**	Corrosive water can leach metals from minerals in the earth or from pipes and fixtures; Consider treatment and/or testing for metals.
	-0.5 to 0.5	**Satisfactory**	Ideal range to minimize corrosion and scaling.
	0.5 to 2.5	**Moderate Scaling Potential**	Moderate potential for scaling in pipes and hot water heaters; consider treatment.
	More than 2.5	**High Scaling Potential**	High potential for scaling in pipes and hot water heaters; consider treatment.
Copper Potential health risks; copper is a metallic element that is rarely found in groundwater, but can be introduced into drinking water by corrosion of pipes.	**ND or less than 1.3 (mg/L)**	**Satisfactory**	Pipe corrosion is a common copper source; if water is corrosive, copper concentration could change through time; consider retesting next year if result is 1.0 mg/L or more. See fact sheet for more information.
	1.3 or more (mg/L)	**Unsatisfactory**	Health risk exists; consider water treatment and/or alternative drinking water sources; see fact sheet for more information.

Parameter Name	Possible Results	Quick Interp.	Warnings and Suggestions
Fluoride A naturally occurring nonmetal which promotes dental health at concentrations between 0.7 and 1.5 mg/L, but can cause health problems at high concentrations.	**ND or less than 0.7 (mg/L)**	**Satisfactory**	Concentrations below 0.7 mg/L are out of the ideal range for protection of tooth enamel.
	0.7 to 1.5 (mg/L)	**Satisfactory**	Ideal range for development and protection of tooth enamel.
	1.5 to 2.0 (mg/L)	**Satisfactory**	Concentrations above 1.5 mg/L are out of the ideal range for protection of tooth enamel.
	2.0 to 4.0 (mg/L)	**Objectionable**	Dental fluorosis or brownish discoloration of teeth can occur; a report by the National Research Council suggests possible health effects at concentrations in this range.
	4.0 or more (mg/L)	**Unsatisfactory**	Health risk exists; consider water treatment and/or alternative sources; see fact sheet for more information.
Hardness (as $CaCO_3$) Primarily caused by compounds of calcium and magnesium in water and can result in scaling in pipes/ water heaters; it also decreases the lather and effectiveness of soaps and detergents.	**ND or less than 60 (mg/L)**	**Corrosion Potential**	Softer water can be more corrosive; see corrosivity.
	61 to 120 (mg/L)	**Satisfactory**	Generally a satisfactory intermediate between corrosion and scaling; see corrosivity.
	121 or more (mg/L)	**Scaling Potential**	Harder water can cause scaling in pipes and hot water heaters; if scaling is troublesome, consider softening.
Iron (Total) Iron is a metallic element found in nature. Aesthetic problems such as staining of clothes and pipes, as well as sediment problems in plumbing are associated with iron.	**ND or less than 0.3 (mg/L)**	**Satisfactory**	No action is necessary
	0.3 or more (mg/L)	**Objectionable**	High iron can cause discoloration of fixtures and/or clothing and can support iron bacteria growth leading to taste and odor problems; if troublesome, consider treatment.
Lead A metallic element that often enters drinking water through corrosion of pipes.	**ND**	**Satisfactory**	If water is corrosive, lead concentration could change through time; see corrosivity.
	0 to 0.015 (mg/L)	**Satisfactory**	Pipe corrosion is a common lead source; if water is corrosive, lead concentration could increase; consider retesting next year if result is 0.012 mg/L or more; see fact sheet for more information.
	0.015 or more (mg/L)	**Unsatisfactory**	Health risk exists; consider water treatment and/or alternative drinking water sources; see fact sheet for more information.
Magnesium A naturally occurring metal important in human diet and common in groundwater; with calcium, magnesium is a major contributor to the hardness of water.	**Any Value**	**Satisfactory (depending on hardness)**	Magnesium does not pose a health risk; calcium and magnesium together make up the hardness; hard water can cause scaling in pipes; see hardness.
Manganese A naturally occurring metal important in the human diet; the EPA secondary standard for manganese is 0.05 mg/L; high concentrations can cause black to brown color, black staining, and a bitter taste.	**ND or less than 0.05 (mg/L)**	**Satisfactory**	No action necessary.
	0.010 or more (mg/L)	**Objectionable**	Standard based on aesthetics not health; if black/brown staining or bitter taste is troublesome, consider treatment.

Parameter Name	Possible Results	Quick Interp.	Warnings and Suggestions
Mercury A metallic element; sources of contamination of drinking water include erosion of natural deposits, discharge from refineries and factories and runoff from landfills and croplands.	**ND or less than 0.002 (mg/L)**	**Satisfactory**	Result generally shouldn't change dramatically through time, consider retesting next year if result is 0.0016 mg/L or more.
	0.002 or more (mg/L)	**Unsatisfactory**	Health risk exists; consider water treatment and/or alternative sources; see fact sheet for more information.
Nitrate + Nitrite as N or Nitrate as N Can occur naturally, from septic tanks/wastewater treatment, or from agricultural practices and causes oxygen deficiency in infants under 6 months of age; nitrate moves easily in groundwater so increasing nitrate levels can be an early warning that other contaminants are moving toward a well.	**ND or less than 1 (mg/L)**	**Satisfactory**	Continue testing annually to monitor for contamination.
	1 to 4 (mg/L)	**Possible Impairment**	Potential pollution exists; continue testing annually to monitor for changes.
	4 to 10 (mg/L)	**Above Normal Natural Levels**	Above normal levels; possible contamination; continue monitoring annually for changes; Monitor more regularly if infants under the age of 1 year are consuming the water.
	10 or more (mg/L)	**Unsatisfactory**	Health risk exists, discontinue use of water for infants under 1 year of age and persons with cardiovascular conditions; see fact sheet for more information.
pH The measure of acidity of water; pH is related to the ability of water to corrode pipes and release metals into water.	**6.5 to 8.5**	**Satisfactory**	pH of groundwater does not generally change rapidly so retesting is not necessary unless a change is suspected.
	Less than 6.5 or More than 8.5	**Objectionable**	pH slightly out of the ideal range is not a direct health threat but can affect corrosivity which can leach metals from minerals in the earth or from pipes; consider a corrosivity test.
Potassium A common salt in groundwater-essential in the human diet; concentrations are typically less than 10 mg/L.	**Any Value**	**Satisfactory**	Tap water concentrations generally range from 0.5 to 8 mg/l; no action is necessary .
Selenium A non-metallic element found in sedimentary rocks; sources of contamination include: discharge from petroleum refineries, erosion of natural deposits, and discharge from mines.	**ND or less than 0.05 (mg/L)**	**Satisfactory**	Result generally shouldn't change dramatically through time, consider retesting next year if result is 0.04 mg/L or more.
	0.05 or more (mg/L)	**Unsatisfactory**	Health risk exists; consider water treatment and/or alternative sources; see fact sheet for more information.
Sodium A common salt in groundwater which can impart a salty taste at concentrations over 250 mg/L; sodium can contribute to hypertension and high levels in drinking water should be noted by people on low sodium diets.	**Any Value**	**Satisfactory**	Sodium in drinking water supplies can range from 0.4 to 1,900 mg/l; sodium intake in drinking water should be considered by people on low sodium diets in association with reducing risk of cardiovascular disease.

Parameter Name	Possible Results	Quick Interp.	Warnings and Suggestions
Sodium Adsorption Ratio (SAR) SAR is the amount of sodium relative to calcium and magnesium in the water; high SAR can damage soil and reduce crop productivity.	**Any Value**	**Depends on conductivity and soil type**	SAR is not relevant for drinking water, but irrigation water with an SAR value above 6 can pose a risk to physical soil characteristics; SAR risk is evaluated based on its relationship to conductivity and the texture of the soil being irrigated; see fact sheet for more information.
Sulfate A common salt in groundwater which can impart a salty taste; high quantities can cause gastrointestinal distress in people unaccustomed to the water.	**ND or less than 250 (mg/L)**	**Satisfactory**	No action necessary.
	250 or more (mg/L)	**Objectionable**	Standard based on aesthetics not health; if salty taste is troublesome, consider treatment.
Thallium A metallic element; sources of contamination include: leaching from ore-processing sites, discharge from electronics, glass and drug factories.	**ND (mg/L)**	**Satisfactory**	No action necessary.
	0.001 to 0.002 (mg/L)	**Satisfactory**	Ideally, drinking water should contain less than 0.001 mg/l of thallium; consider retesting next year if result is 0.001 mg/L.
	0.002 or more (mg/L)	**Unsatisfactory**	Health risk exists; consider water treatment and/or alternative sources; see fact sheet for more information.
Total Dissolved Solids TDS is the sum of all minerals, metals and salts dissolved in water; high quantities can cause gastrointestinal distress in people unaccustomed to the water.	**ND or less than 500 (mg/L)**	**Satisfactory**	Total Dissolved Solids should not change significantly through time; retest if a change is suspected.
	500 or more (mg/L)	**Objectionable**	High total dissolved solids do not generally pose a serious health risk but can cause water to be colored, taste poor, stain, and cause diarrhea in people not accustomed to the water.
Uranium A naturally occurring metal that can be ingested through the air, water and plants. The EPA primary standard is 30 µg/L. Water can be contaminated from natural processes, mining, coal combustion, nuclear power plants and phosphate fertilizers.	**ND or less than 30 (µg/L)**	**Satisfactory**	Ideally, drinking water should not contain any uranium.; consider retesting next year if value is greater than 24 µg/L.
	30 or more (µg/L)	**Unsatisfactory**	Health risk exists; consider water treatment or alternative drinking water sources; see fact sheet for more information.
Zinc A naturally occurring metal essential to the human diet; the EPA secondary standard for zinc is 5 mg/L; high concentrations can cause a metallic taste.	**ND or less than 5 (mg/L)**	**Satisfactory**	No action necessary.
	5 or more (mg/L)	**Objectionable**	Standard based on aesthetics not health; if metallic taste is troublesome; consider treatment.

Well Educated

Applying knowledge to improve water quality
Northern Plains & Mountains Regional Water Program
A Partnership of USDA NIFA & Land Grant Colleges and Universities

W. Adam Sigler and Jim Bauder
Montana State University Extension Water Quality Program
Department of Land Resources and Environmental Sciences

Corrosivity

What is Corrosivity?

Corrosivity is a measure of how aggressive water is at corroding pipes and fixtures. Corrosive water can mobilize lead and copper from pipes into drinking water and can eventually cause leaks in plumbing.

Corrosive potential of water is increased by:

- → **pH** (lower than 6.5 or higher than 8.5)
- → **water flow rate** (faster flow)
- → **water temperature** (higher temp)
- → **dissolved gases** (more dissolved gas)
- → **conductivity** (higher conductivity)
- → **dissolved solids** (high dissolved solids)
- → **certain bacteria** (more bacteria)
- → **suspended solids** (more sediment)
- → **chlorine** (more chlorine)

Determining Corrosivity

One common index of corrosivity is the Langelier Index (LI). The LI is calculated using pH, temperature, total dissolved solids, alkalinity, and total hardness. The LI is a measure of the balance between pH and calcium carbonate ($CaCO_3$). As the LI value becomes more negative, the water is increasingly under-saturated with $CaCO_3$ and therefore has increased corrosion potential. As the LI value becomes more positive, the water is increasingly over-saturated with $CaCO_3$. Over-saturation results in $CaCO_3$ precipitation which can coat and protect pipes from corrosion but can cause scaling in pipes, hot water heaters, and fixtures. While not a perfect analytical tool, the LI serves as a useful guide for assessing corrosive ability of well water.

Langelier Index	Description	General Recommendation
-4	Severe Corrosion	Treatment Recommended/Consider Lead/Copper Test
-3	Moderate Corrosion	Treatment Recommended/Consider Lead/Copper Test
-2	Moderate Corrosion	Treatment May Be Needed/Consider Lead/Copper Test
-1	Mild Corrosion	Treatment May Be Needed/Consider Lead/Copper Test
-0.5	None-Mild Corrosion	Probably No Treatment
0	Near Balanced	No Treatment
0.5	Some Faint Coating	Probably No Treatment
1	Mild Scale Coating	Treatment May Be Needed
2	Mild to Moderate Coating	Treatment May Be Needed
3	Moderate Scale Forming	Treatment Advisable
4	Severe Scale Forming	Treatment Advisable

Adapted from Wilkes University Center For Environmental Quality;
Corrosion, Saturation Index, Balanced Water in Drinking Water Systems

Controlling Corrosion

Corrosiveness may be increased by installing water softeners, aeration devices, increasing hot water temperatures, chlorinating water or improper matching of metal pipes. Corrosion control options include pretreatment systems, installation of non-conductive unions, reducing hot water temperature, and replacing metal piping with CPVC. Pretreatment systems include neutralizing tank filters and caustic liquid treatment. These systems change the pH, hardness, and/or alkalinity to achieve a less corrosive water chemistry.

Additional Resources:

Corrosion ... in Drinking Water Systems; Wilkes University Center for Environmental Quality
http://www.water-research.net/corrosion.htm

Lead and Copper Fact Sheet; MSU Extension Water Quality
http://waterquality.montana.edu/docs/homeowners.shtml (listed under "Drinking Water")

Household Drinking Water Protection and Treatment; MSU Extension Service
http://waterquality.montana.edu/docs/homeowners.shtml (listed under "Drinking Water")

Northern Plains and Mountains Regional Water Program– Drinking Water Initiative
http://region8water.colostate.edu/regional/DrinkingWater/slideshow/projects.shtml

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LABORATORY ANALYTICAL REPORT

Prepared by Gillette, WY Branch

Client: Randy Wirfel
Project: 215 Overbrook Rd.
Client Sample ID: Hydrant
Sampled By: Randy Wirfel
Lab ID: G21090466-001D

Report Date: 10/11/21
Collection Date: 09/29/21 14:15
Received Date: 09/29/21 14:38
Matrix: Drinking Water

Analyses	Result	Units	Safe/Unsafe	Qualifier	Method	Analysis Date / By
BACTERIA						
Bacteria, Total Coliform	Absent	per 100ml	SAFE		A9223 B	09/29/21 16:51 / blb
Bacteria, E-Coli Coliform	Absent	per 100ml			A9223 B	09/29/21 16:51 / blb

Comments: The notation "SAFE" indicates that the water was bacteriologically SAFE when sampled.
The notation "UNSAFE" indicates that the water was bacteriologically UNSAFE when sampled.

Qualifiers:

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LABORATORY ANALYTICAL REPORT

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Report Date: 10/11/21
Collection Date: 09/29/21 14:15
DateReceived: 09/29/21
Matrix: Drinking Water

Analyses	Result	Units	Qualifiers	RL	MCL/ QCL	Method	Analysis Date / By
MAJOR IONS							
Alkalinity, Total as CaCO3	206	mg/L		5		A2320 B	10/05/21 18:45 / blb
Bicarbonate as HCO3	252	mg/L		5		A2320 B	10/05/21 18:45 / blb
Carbonate as CO3	ND	mg/L		5		A2320 B	10/05/21 18:45 / blb
Chloride	9	mg/L		1		E300.0	10/05/21 20:57 / blb
Fluoride	0.5	mg/L	D	0.2	4	E300.0	10/05/21 20:57 / blb
Sulfate	288	mg/L		1		E300.0	10/05/21 20:57 / blb
Calcium	36	mg/L		1		E200.7	10/07/21 19:13 / eli-b
Iron	0.08	mg/L		0.05		E200.7	10/07/21 19:13 / eli-b
Magnesium	12	mg/L		1		E200.7	10/07/21 19:13 / eli-b
Potassium	3	mg/L		1		E200.7	10/07/21 19:13 / eli-b
Sodium	176	mg/L		1		E200.7	10/07/21 19:13 / eli-b
PHYSICAL PROPERTIES							
Conductivity @ 25 C	1010	umhos/cm		10		A2510 B	09/29/21 17:37 / blb
Hardness as CaCO3	140	mg/L				A2340 B	10/07/21 19:13 / tlf
Hardness as CaCO3 - Grains	8.2	grains/gal		0.1		A2340 B	10/07/21 19:13 / tlf
Sodium Adsorption Ratio (SAR)	6.4	unitless				Calculation	10/07/21 19:13 / tlf
Solids, Total Dissolved - Calculated	660	mg/L		1		A1030 E	10/08/21 13:10 / tlf
NON-METALS							
pH	7.6	s.u.	H	0.1		A4500-H B	09/29/21 17:37 / blb
pH Measurement Temp	20.0	°C	H			A4500-H B	09/29/21 17:37 / blb
NUTRIENTS							
Nitrogen, Nitrate+Nitrite as N	ND	mg/L		0.01	10	E353.2	10/05/21 13:35 / eli-ca
LANGELIER INDEX							
Langelier Index	-0.05					A2330 B	10/08/21 13:10 / tlf
DATA QUALITY							
A/C Balance	0.65	%				A1030 E	10/08/21 13:10 / tlf
Anions	10.4	meq/L				A1030 E	10/08/21 13:10 / tlf
Cations	10.5	meq/L				A1030 E	10/08/21 13:10 / tlf

Report Definitions:
RL - Analyte Reporting Limit
QCL - Quality Control Limit
D - Reporting Limit (RL) increased due to sample matrix
MCL - Maximum Contaminant Level
ND - Not detected at the Reporting Limit (RL)
H - Analysis performed past the method holding time

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Work Order Receipt Checklist

Randy Wirfel

G21090466

Login completed by: Tammi L. Hitt
Date Received: 9/29/2021
Reviewed by: Misty Stephens
Received by: mas
Reviewed Date: 10/1/2021
Carrier name: Hand Del

Shipping container/cooler in good condition?	Yes ☑	No ☐	Not Present ☐
Custody seals intact on all shipping container(s)/cooler(s)?	Yes ☐	No ☐	Not Present ☑
Custody seals intact on all sample bottles?	Yes ☐	No ☐	Not Present ☑
Chain of custody present?	Yes ☑	No ☐	
Chain of custody signed when relinquished and received?	Yes ☑	No ☐	
Chain of custody agrees with sample labels?	Yes ☑	No ☐	
Samples in proper container/bottle?	Yes ☑	No ☐	
Sample containers intact?	Yes ☑	No ☐	
Sufficient sample volume for indicated test?	Yes ☑	No ☐	
All samples received within holding time? (Exclude analyses that are considered field parameters such as pH, DO, Res Cl, Sulfite, Ferrous Iron, etc.)	Yes ☑	No ☐	
Temp Blank received in all shipping container(s)/cooler(s)?	Yes ☑	No ☐	Not Applicable ☐
Container/Temp Blank temperature:	15.0°C From Field		
Containers requiring zero headspace have no headspace or bubble that is <6mm (1/4").	Yes ☐	No ☐	No VOA vials submitted ☑
Water - pH acceptable upon receipt?	Yes ☐	No ☑	Not Applicable ☐

Standard Reporting Procedures:

Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH, Dissolved Oxygen and Residual Chlorine, are qualified as being analyzed outside of recommended holding time.

Solid/soil samples are reported on a wet weight basis (as received) unless specifically indicated. If moisture corrected, data units are typically noted as –dry. For agricultural and mining soil parameters/characteristics, all samples are dried and ground prior to sample analysis.

Radiochemical precision results represent a 2-sigma Total Measurement Uncertainty.

Contact and Corrective Action Comments:

The Domestic water sample was preserved in the laboratory upon receipt. The sample for Metals was preserved to pH <2 with 2 mL of nitric acid per 250 mL and the subsample for Nitrate + Nitrite was preserved to <2 with 2 mL of sulfuric acid per 250 mL.

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Gillette, WY 866.686.7175 • Helena, MT 877.472.0711

Sample ID: G21090466-001
Client ID: RSDNTL-TSTNG

Livestock Suitability

Based on the mineral content only, the water is suitable for all classes of livestock.

Irrigation Classification

Salinity Hazard	**C3**	**High-Salinity Water:**	cannot be used on soils with restricted drainage. Even with adequate drainage, special management for salinity control may be required and plants with good salt tolerance should be selected.
Sodium (Alkali) Hazard	**S2**	**Medium-Sodium Water:**	will present an appreciable sodium hazard in fine-textured soils having high cation-exchange-capacity, especially under low-leaching conditions, unless gypsum is present in the soil. This water may be used on coarse-textured or organic soils with good permeability.

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Domestic plus Bacteria

Chain-of-Custody

[redacted]

The cost of analysis is $167.00 per sample.

The laboratory must receive the sample within 30 hours of sampling.
The laboratory prefers to receive all bacteria samples before 4:30 Monday-Thursday of each week.
Samples received on Friday are subject to additional weekend fees.
The laboratory will be closed on all major holidays and will not accept bacteria samples one day before any major holiday.
The turnaround time is 7 business days.

Account Information	
Company/Name:	Randy Wirfel
Contact:	Wirfel
Phone:	307-299-8005
Mailing Address:	215 Overbrook Road
City, State, Zip:	Gillette WY 82718
Email:	
How would you like to receive the report: ☐ Hard Copy ☐ Email	

Report Address *(leave blank if same as Account Information)*	
Company/Name:	
Contact:	
Phone:	
Mailing Address:	
City, State, Zip:	
Email:	
How would you like to receive the report: ☐ Hard Copy ☐ Email	

Physical Address	Source / Site (Well, Cistern, Kitchen Sink, Direct, etc.)	Collection Date	Collection Time
215 Overbrook Road	Hydrant	9-29-21	2:15

Sampler Name (Printed): _____ ***Company (if applicable):*** _____

Sampler Signature: _____
I hereby acknowledge that this sample was collected at the above location, date and time.

Custody Record MUST be Signed	Relinquished by Signature:	Date/Time:	Received by Signature:	Date/Time:
	Randy Wirfel	9-29-21		
	Relinquished by Signature:	Date/Time: 2:38	*Received by Laboratory Signature:*	Date/Time: 9/29/21 1438

Shipped by: HAND	**Custody Seals Intact:** Y N C B / Y N	**Receipt Temp:** 15.0 °C	**Temp Blank:** Y N	**On ice:** Y N	
Payment Type *(circle one)* CC CASH CHK 1820		**Amount: $** Net-	**Receipt Number:** *(Applicable to Cash & Check Payments)*		
		ELI Laboratory ID: G2109046			

PAID

Energy Laboratories, Inc.
400 W Boxelder Rd
337443222
Gillette, WY 82718

FedEx Ground Pick-Up Manifest

Shipper:0006154255

10/11/2021

Tracking #	COD Amount	Decl.Val. (If>$100)	Oversize I	Oversize II	Oversize III	Add'l Handling	A.O.D.	Residential
983126822011	0.0000	0.0000						
983126822000	0.0000	0.0000						
983126821997	0.0000	0.0000						
983126821975	0.0000	0.0000						
983126821964	0.0000	0.0000						
983126821953	0.0000	0.0000						
983126821942	0.0000	0.0000						
983126821931	0.0000	0.0000						
Total Packages:	0	0	0	0	0	0	0	0

1. THE LIABILITY OF FEDEX GROUND IS LIMITED TO THE SUM OF $100.00 PER PACKAGE, UNLESS A HIGHER VALUE IS DECLARED BY A SHIPPER AND AN ADDITIONAL CHARGE IS PAID AT THE RATE SET FORTH IN THE CURRENT FEDEX GROUND RATE SCHEDULE AND TARIFF PER EACH $100.00 OF ADDITIONAL VALUE, OR FRACTION THEREOF. CLAIMS NOT MADE TO FEDEX GROUND WITHIN 9 MONTHS OF THE SCHEDULED DELIVERY DATE ARE WAIVED.
2. THE ENTRY OF A.C.O.D AMOUNT IS NOT A DECLARATION OF VALUE.
3. IN NO EVENT SHALL FEDEX GROUND BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR INCOME, WHETHER OR NOT FEDEX GROUND HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

This section to be completed by Driver	
Total Ground Pkgs:	Core Zone:
Total Air Pkgs:	Pickup Time:
Driver Number:	
Driver Signature:	

	Ground	GNT
Preprinted Bar Codes Used:	0	0
Voids:	0	0
Total packages:	8	0
Total International packages:	0	

This section to be completed for spotted trailers	
Shipper load?	Trailer #:

Pickup #:069

CAFE3506

PCA ENGINEERING INC.
CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING

November 10, 2021

Campbell County Planning
500 S Gillette Avenue,
Gillette, Wyoming 82716

RE: Ludog Subdivision – Unimproved ROW

To whom it may concern,

In regards to the road extension requirement for connectivity purposes, my client, Randy Wirfel, feels that having to build that road out to the end of his property for connectivity purposes is a hardship and unfeasible at this moment in time. The existing topography and lack of knowledge of how the adjacent lands are going to be utilized and developed in the future does not provide adequate space to build out this road. Surrounding lands would be disturbed in the process and my client doesn't have those rights.

Thanks,

Sheila Slocum, PLS - agent

P.O. BOX 2185, 4506 WIGWAM BOULEVARD
GILLETTE WYOMING 82716
(307) 687-0600 (307) 687-7022 FAX

WEBSITE: www.pcaengsur.com
EMAIL: pca@pcaengsur.com

PCA ENGINEERING INC.
CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING

October 12, 2021

Campbell County Planning
500 S Gillette Avenue,
Gillette, Wyoming 82716

RE: Ludog Subdivision – Homeowners Association

To whom it may concern,

In regard to the Homeowners Association requirement, my client, Randy Wirfel, has been advised by his attorney to not create a Homeowners Association because there will not be enough members. Please see attached road maintenance agreement we came up with. We encourage feedback as this is something different.

Thanks,

Sheila Slocum, PLS - agent

P.O. BOX 2185, 4506 WIGWAM BOULEVARD
GILLETTE WYOMING 82716
(307) 687-0600 (307) 687-7022 FAX

WEBSITE: www.pcaengsur.com
EMAIL: pca@pcaengsur.com

DECLARATION OF ROAD MAINTANENCE AGREEMENT

This Declaration of Road Maintanence Agreement made this _____ day of _____, 2021, by Randolph Wirfel (hereinafter, "Declarant") of Gillette, Wyoming.

WHEREAS, Declarant owns the real property situate in Campbell County, Wyoming, and more specifically described as Ludog Subdivision Lot 1, Ludog Subdivision Lot 2 and Ludog Subdivision Lot 3.

WHEREAS, Lots 1 and 2 of Ludog Subdivision may sometimes be referred to as "Property" or "Properties;" and WHEREAS, the Declarant deems it necessary and advisable to provide and maintain a water well system and water supply to service the Properties; and

WHEREAS, it is the intention and purpose of the Declarant that the platted and constructed roadway be used by each of the Properties, for the egress and ingress of said Properties, and to assure the continuous and satisfactory operation and maintenance of the roadway for the benefit of the present and future owners, their heirs, successors and assigns of the Properties; and

WHEREAS, the Declarant intends to and hereby does impose on the Properties, and any and all subsequent owners thereof, all as set forth hereinafter;

WHEREAS, the Declarant intends and does agree that this Agreement shall benefit, burden and be appurtenant to the Properties, and any and all subsequent owners thereof, all as set forth hereinafter;

NOW THEREFORE, the Declarant hereby declares and states as follows:

1. Declarant declares that the platted/constructed roadway, shall be for the benefit and shared use of Ludog Subdivision Lots 1, 2 and 3.

5. The owners of Lots 1, 2 and 3 shall each own a one-third (1/3) interest in the as constructed roadway. All of the ownership interest and ability to use said roadway shall run with and attach to each respective Property and none of the ownership interests shall be transferrable or assignable to individuals other than owners of the Properties as previously described. Such interests shall be appurtenant to and not severable from said Properties.

6. The respective owners of the Properties shall each be obligated to contribute and pay one-third (1/3) of the costs and expenses for the use, operation, and maintenance of said roadway.

7. In the event of repairs needed with respect to the roadway, said repairs shall be discussed and agreed upon, in writing, in advance by the owners of the respective Properties. In that event, then each owner shall be responsible for its same proportionate share of costs associated with the required repairs.

13. In the event any owner finds it necessary to take legal action to enforce any rights pursuant this Agreement, it is agreed that the successful party to said action shall be entitled to recover all costs and reasonable attorney's fees from the unsuccessful party or parties.

14. The Properties subject to this Agreement shall be subject to a lien for any and all costs and expenses for or authorized by this Agreement.

15. The terms and conditions of this Agreement shall benefit, burden and be appurtenant to the Properties, and shall be binding upon and inure to the benefit of the owners thereof, their heirs, successors and permitted assigns.

17. The Parties agree to execute any and all further instruments, agreements and/or conveyances necessary to effectuate the purpose and intent of this Agreement.

18. This Agreement shall be recorded in the Office of the Campbell County Clerk.

19. This Agreement may be amended or terminated by the unanimous consent of all owners of the Properties.

DRAFT

DECLARANT:

RANDOLPH WIRFEL

By: _____
Randolph Wirfel, owner

Date: _____

STATE OF WYOMING)

) ss.

COUNTY OF CAMPBELL)

The foregoing Declaration of Shared Water Well Covenants and Water Well Agreement was acknowledged before me this _____ day of _____, 2021, by Randolph Wirfel, owner.

Witness my hand an official seal.

_____

Notary Public

My Commission Expires

DRAFT

4.3 Variances

(a) The applicant may request a variance from the design standards and infrastructure requirements of Section 7, Subdivision Design Standards. The Board may approve a variance when it finds that all of the following conditions are met:

(i) The variance will not be detrimental to the public health, safety or general welfare or injurious to other adjoining properties.

(ii) Due to the physical surroundings, shape or topographical conditions of the property involved, strict compliance with the regulations will impose an undue hardship on the owner. Undue hardship does not include personal or financial hardship, or any hardship that is self-imposed.

(iii) Any variance granted shall constitute the minimum adjustment necessary to alleviate the hardship.

(iv) The variance will not cause a substantial increase in public costs, now or in the future.

(v) The variance will not result in a subdivision that conflicts with any adopted Comprehensive Plan, Land Use Map or Zoning Regulations.

(vi) The variance is consistent with the surrounding community character of the area.

(vii) The variance is consistent with the intent and purposes of this Chapter.

(b) All requests for variances shall be submitted in writing and will be referred to the Commission for comment and recommendations prior to any action being taken by the Board. The findings and actions of the Board with respect to each variance request shall be stated in writing in the minutes of the Board and a copy thereof provided to the Department. In granting approval, the Board may require such conditions which will ensure substantial compliance with the objectives and standards of these regulations

(c) An application for a variance shall be submitted after the application and plat, if required, for which the variance is sought has been reviewed and acted upon by the Commission. The provisions of any variance granted by the Board shall be incorporated into the subdivision plat or relevant document.

11/9/2021

Jerril G. (Sam) Proffer
Planner and Zoning Administrator | Public Works-Planning Division
500 S. Gillette Ave., Suite 1500 | Gillette, WY 82716

Re: Opposition to Ludog Subdivision (Overbrook Rd., Gillette, Wy.)

Dear Mr. Proffer and Campbell County Commissioners:

My wife and I have lived at 122 Overbrook Rd. in Gillette, Wy for less than one year. I was fortunate to receive an early retirement package from Raytheon Technologies after a 30 + year career in Corporate Real Estate. We chose our home and property for the location, the size of lot (10 Acres), and that we were in a subdivision of other similar size and level of homes/properties.

I was very concerned when I learned of the plans for a potential new subdivision, Ludog. First, I was extremely upset because the current owner has somehow attached his property to our Overbrook Subdivision/ISD and uses our roadways without providing compensation to the ISD (every other resident in the Subdivision/ISD pays their annual fees in full). I have not been able to fully understand how this property at the end of our subdivision has the right to use our roadways without compensation to the ISD. It seems very unfair to the rest of the residents who pay their fair share. We will sort that out later. Regarding the Ludog Subdivision, I have great opposition and really would like to ask the Commissioners to give careful and detailed consideration to this request for a subdivision that is not consistent with the adjacent Overbrook Subdivision. The zoning is not consistent, the lot sizes are not consistent, and they expect to use our roadway. Adding two more properties that more than likely will not pay their fair share of the roadway maintenance fees is totally unreasonable. I am also concerned if this Developer of the Ludog Subdivision can follow all the rules and regulations for creating a Subdivision in the State of Wyoming and the County of Campbell, filing documents, water testing and capabilities, sewage systems, roadways, and all other items required under Title 18, Chapter 5, Article 3.

If this owner is compelled to subdivide, I would like to see this land divided into no more than two 10 - acre parcels, zoned Rural Suburban, and either be brought under and governed by the Overbrook Covenants or have each parcel owner required to sign an agreement to build at least a 2,500sf home with an attached two-stall garage and pay the annual Road Use fee. This will allow alignment with the adjacent Overbrook properties and will allow the County to be good stewards of proper land development in Campbell County while maximizing the County Tax Base.

Thank you for your consideration!!!

Sincerely,
Tracy & Cathy Overton
122 Overbrook Rd, Gillette, Wy 82718
319-499-8647

November 8th, 2021

Campbell County Planning Commission
500 S. Gillette Ave.
Suite 1500
Gillette, Wyoming 82716

Re: Ludog Subdivision Final Plat Opposition Letter

Planning Commission:

My name is Tyler Miller and I am representing the Overbrook Improvement and Service District (Overbrook) as the current I&SD President. There is currently a Final Plat for Ludog Subdivision being reviewed and considered by the Campbell County Planning Commission (Commission). With the participation of many neighbors, we have prepared this Opposition Letter for the proposed Ludog Subdivision Final Plat.

Following are the facts that we would like you to consider with this subdivision application:

1) Referring to the Campbell County Subdivision Guidelines:
   a. Subdivision Design Standards state that the following are considerations in making a decision on subdviding lands:

      SUBDIVISION DESIGN STANDARDS

      i. 7.1 Purpose and Intent (a) Campbell County is known for its natural resources, natural resource extraction and rural character. The purpose and intent of this Chapter is to balance the location and design of Subdivisions with the protection of these resources and character. It is the further purpose and intent of this section to allow the Subdivision of land while minimizing negative impacts that can occur from subdivision development and maximizing the safety of the residents in new subdivision. (b) Consistent with the Campbell County Land Use Plan, it is Campbell County's intention is to preserve existing rural development and the rural character of the County. This Chapter is intended to encourage low density, rural style developments. Furthermore, consistent with the Campbell County Land Use Plan, it is the County's intention to encourage high density, urban scale development in incorporated city and town limits, where adequate public water, sewer and roads are available.

      ii. 7.4 Lots and Blocks (b) The lot size, width, depth, shape and orientation shall be appropriate for the location of the subdivision, for the type of development and use contemplated, and for future resubdividing where appropriate.

iii. The subdivision regulations also contemplate the subdivided parcels joining our I&SD: 8.3 Associations or Districts for Subdivision Maintenance (a) An Improvement and Service District, homeowners' or landowners' association, or equivalent, shall be formed for all new Minor and Major subdivisions to provide for the maintenance of Subdivision roads and other infrastructure.

iv. Chapter 6 — Subdivision Regulations (Page 6-42) Section (a), Subsection (i) states: New subdivisions are encouraged to join or merge with an existing Improvement and Service District or association in an adjacent Subdivision, or a Subdivision whose roads are used for access to said Subdivision.

2) Attachment 1. Zoning Map – Lot Size (shown below) illustrates the size of the lots surrounding the proposed subdivision. Our subdivision was planned with lower density lots in the back. The northern portion of the subdivision are 5-acre tracts. The southern portion of the subdivision are 10-acre tracts. The land adjacent to the southern portion of Overbrook is either unzoned, 20 acre tracts or larger with low-density. The current Ludog property is 20-acres and fits with the original land use plan. However, dividing below 10 acres does not comply with the intent of the Subdivision Standards and will diminish the value of the existing properties. Our subdivision is under covenants (See Attachment 2. Overbrook Covenants) and does not allow for modular homes on the 10 acre lots at the southern portion of the subdivision. Ludog is proposing to be permitted to develop more dense lots with looser zoning at the back of our subdivision.

3) Attachment 3. Zoning Map – Land Use (shown below) illustrates the land use plan for the Overbrook and adjacent subdivision. The northern portion of Overbrook is Rural Residential. The southern portion of Overbrook is Rural Suburban. The Ludog Subdivision proposed zoning does not coincide with the land uses around his property.

4) The last 500 feet of Overbrook Road leading to the proposed Ludog Subdivision does not currently meet the County Standards due to the width of the road. In addition, Overbrook Road has a vertical curve with limited visibility towards the southern end. Additional traffic will significantly increase the likelihood of an accident.

5) Other neighbors outside of our subdivision have expressed a desire to subdivide their property. If the Ludog Subdivision Final Plat is approved we will likely have another subdivision next to it and the cycle could continue.

6) Road Maintenance Fees: The proposed Ludog Subdivision landowner refuses to pay any road maintenance fees for Overbrook Road. Originally, the landowner said he would contribute and told us to invoice him but refused to pay and now just returns any invoices for road maintenance back to the sender. The current property is in the process of being sold so the proposed conditions would be with new ownership.

Overbrook opposes the Ludog Final Subdivision Plat as presented. Overbrook would prefer that the proposed subdivided lots be added to the Overbrook Subdivision and they were subject to our

covenants and road use fees. Overbrook would agree to the Ludog Subdivision if it was limited to 2-10 acre Rural Suburban tracts and they either join the Overbrook Improvement and Service District or signed an agreement to reimburse Overbrook for road maintenance costs and agree to be subject to our covenants. Precedence was set with other subdivisions in Campbell County with the similar issues. See Attachment 4. Stonegate Agreement below.

If you have any questions or need additional information, do not hesitate to contact me at 307-682-4346.

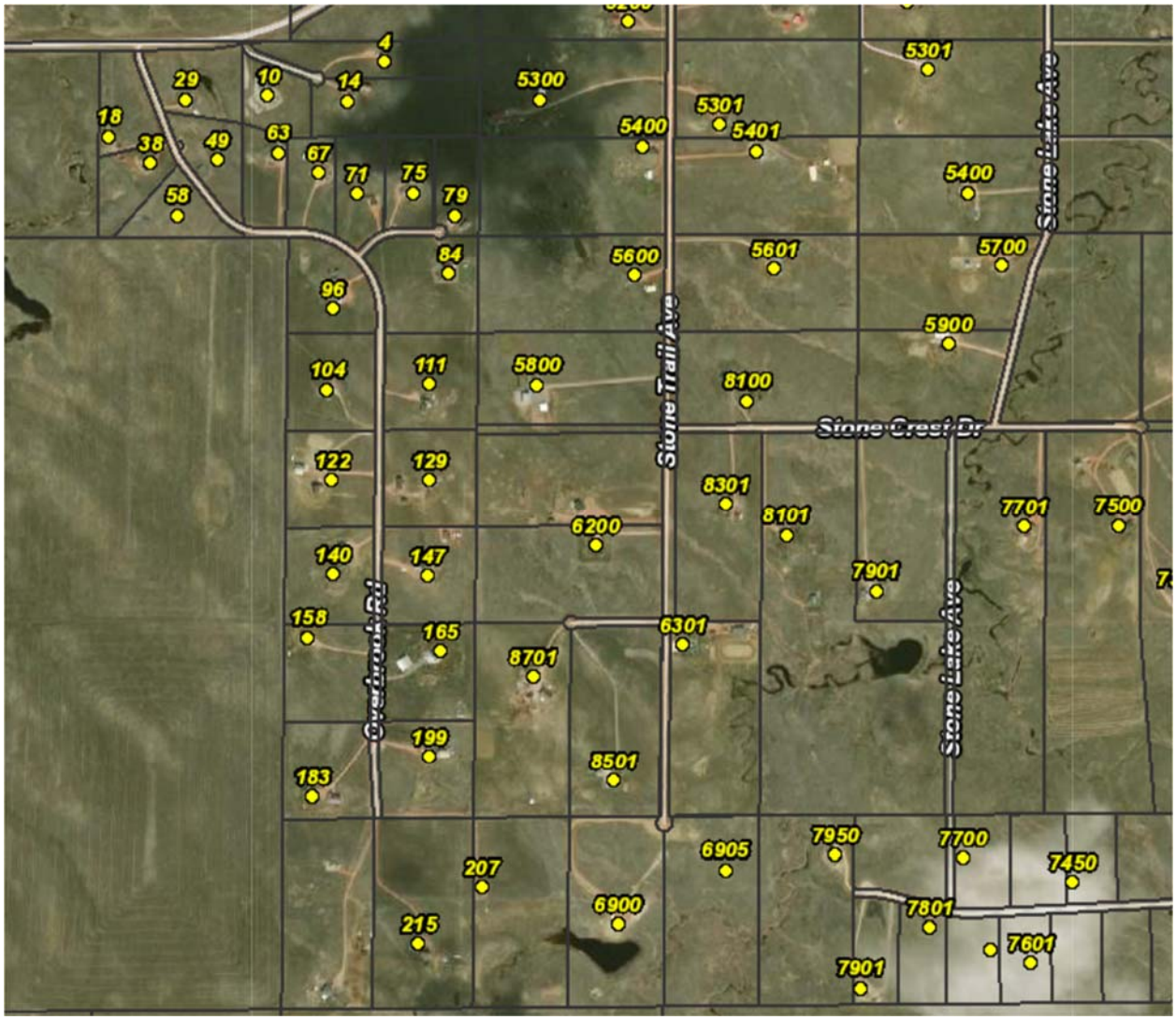
Sincerely,

Tyler Miller

Tyler Miller, P.E.
President

Attachment 1. Zoning Map – Lot Size

This zoning map illustrates that the front (northern) part of Overbrook is zoned Rural Residential (which allows modular homes). The southern portion of Overbrook is zoned Residential Suburban.



OVERBROOK ESTATES
CRAIG G. MADER AND DEBORAH A. MADER,
TRUSTEES OF THE CRAIG MADER FAMILY TRUST

TO THE PUBLIC:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF OVERBROOK ESTATES

THIS DECLARATION made on the date hereinafter set forth by CRAIG G. MADER FAMILY TRUST , CRAIG G. MADER and DEBORAH A. MADER, Trustees; referred to as "DECLARANTS",

WITNESSETH:

WHEREAS, DECLARANTS are the owners of a certain property in Campbell County, State of Wyoming, more particularly described as follows:

All of the NE1/4 NW1/4; NW1/4 NE1/4; SW1/4 NE1/4;NW1/4 SE1/4 and the SW1/4 SE1/4 of Section 10, T49N, R73W of the Sixth Principal Meridian, Campbell County, Wyoming (including Overbrook Subdivision, Phase 1) EXCEPT a tract of land situated in the NE1/4 NW1/4 and the NW1/4 NE1/4 of Section 10, T49N, R73W of the Sixth Principal Meridian, Campbell County ,Wyoming described more particularly as follows:

Beginning at the North one quarter section corner of said Section 10;
thence N89^0 44'13"E along the North line of the said NW1/4 NE1/4 of Section 10 a distance of 1335.43 feet to the Northeast corner of the said NW1/4 NE1/4 of Section 10;
thence S00^0 32'39"W along the east line of the said NW1/4 NE1/4 of Section10 a distance of 664.36 feet;
thence S89^0 42'39"W a distance of 1335.83 feet;
thence N73^0 17'25"W a distance of 341.14 feet;
thence N00^0 16'25"W a distance of 550.60 feet to the South right of way of Force Road;
thence Northeasterly along the said South right of way of Force Road along a curve to the left through a central angle of 02^0 09'22" with a radius of 1775.10 feet an arc distance of 66.80 feet with a chord that bears N76^0 43'08"E a chord distance of 66.79 feet to the North line of the said NE1/4 NW1/4 of Section 10;
thence N89^0 48'25"E along the said North line of the NE1/4 NW1/4 of Section 10 a distance of 271.07 feet to the POINT OF BEGINNING.

AND WHEREAS, in order to establish a general plan for the improvement and development of the property, the DECLARANTS desire to subject the property, and any subdivision thereof, to certain conditions, covenants, and restrictions, upon and subject to which all of the properties shall be held, improved, and conveyed.

AND WHEREAS, DECLARANTS will convey the said property, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW THEREFORE, DECLARANTS hereby declare that all of the property described above

shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protection the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, shall inure to the benefit of each owner thereof, and which are intended not to be merely personal.

Article I
DEFINITIONS

Section 1: Overbrook Estates shall mean and refer to that certain real property herein before described, in such additions thereto as may hereafter be brought within the jurisdiction of these covenants, conditions, and restrictions.

Section 2: The term covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this DECLARATION.

Section 3: DECLARANTS" shall mean and refer to THE CRAIG G. MADER FAMILY TRUST. CRAIG G. MADER and DEBORAH A. MADER, TRUSTEES, their heirs, successors and assigns, if such heirs, successors and assigns should acquire more than one undeveloped lot for the DECLARANTS from the purpose of development.

Section 4: Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of obligation.

ARTICLE II
NATURE AND PURPOSE OF COVENANTS

Overbrook Estates as described above shall be made up of ten tracts approximately 5 acres in size, and twelve tracts approximately ten acres in size, for a total of 22 total lots.. The covenants set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the property to enhance the value, desirability and attractiveness of the lots for the benefit of all owners and lots therein. These covenants are imposed upon DECLARANTS, and upon the owners of all lots, homeowners, or land owners association, or improvement and service district or its equivalent. Said covenants are for the benefit of all lots, and shall bind up the owners of all such lots. Such covenants shall be a burden upon and a benefit not only to the original owner of each lot, but also his heirs, successors and assigns.

Section 1- CONSTRUCTION:

All home construction shall be stick built, modular, or double-wide mobile homes. No mobile homes designed as single-wide mobile homes, regardless of square footage shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes,

exclusive of porches, terraces and garage, of 1,500 square feet. Two mobile homes designed as single-wides and attached together shall not constitute a double wide. Lots 1 through 9 will be zoned RR, and will allow manufactured houses provided they meet the following criteria:

1. The roof pitch will be a minimum of a 5/12 pitch.
2. The exterior foundation/skirting will be poured concrete, laid block, brick, or stone. Board skirting of any kind is prohibited.
3. Vinyl siding is prohibited.

Lots 10 through 22 will be zoned RS, and only stick built dwellings will be allowed

Section 2- BUILDING PLANS AND APPROVAL:

No building shall be erected or placed on any residential lot until the construction plans, specifications and a plan showing the location of the structure have been approved in writing by the developers.

All buildings shall be constructed and maintained in such a fashion and of such materials so as not to detract from the attractiveness of the area.

Section 3 .COMMERCIAL USE:

No part of the residential lots shall be used for manufacturing, mercantile storing, vending or any other commercial business or other non-residential purpose including, but not limited to, stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, oil field business, methane business, construction yard, livestock or agricultural enterprise, or other public place of amusement.

Section 4- HUNTING:

No hunting shall be allowed on any lot.

Section 5- SEWAGE:

All septic tanks or other sewage disposal systems must be designed, located, and constructed in accordance with the regulations, requirements, standards and recommendations of the Wyoming Public Health Department, and in compliance with the regulation of Campbell County, Wyoming.

Section 6 VEHICLES:

No inoperable vehicle shall be left exposed on any lot in excess of one (1) week.

Section 7 .RUBBISH AND TRASH COLLECTION:

No lot shall be used or maintained as a dumping ground for rubbish. All rubbish, trash and garbage shall be regularly removed from each lot, and shall not be allowed to accumulate thereon. Each lot owner shall be responsible for arranging for private pick-up and removal of garbage at least once every (2) weeks. All refuse containers, storage area, machinery and equipment shall be maintained in a clean and sanitary manner, and secured so trash may not be blown or scattered in any manner.

Section 8- WATER DRAINAGE:

Each owner shall be responsible for insuring that water drainage is continuous in the portion of the lot which adjoins the roadways in front of his lot.

Section 9 .UTILITY ACCESS:

Lot owner will allow utility access for the reading of meters or other measuring devices, installation or maintenance of utilities to his property or any adjoining property.

Section 10- MINIMUM ACREAGE:

No subdividing or splitting of lots shall be allowed.

Section 11 .LIVESTOCK

Livestock may be kept on the property, No commercial enterprise involving livestock shall be permitted. All animals including dogs must be adequately fenced or contained in a sanitary and clean environment. No owner shall over graze his property. In the event any owner or resident upon said property shall maintain livestock, poultry, or other animals, said owner shall be responsible for construction of such a fence or enclosure as will restrain and keep all livestock, poultry, and other animals on his own property.

Section 12 .OFFENSIVE ACTIVITY:

No noxious or offensive activities, including those involving snow mobiles, motor cycles and all terrain vehicles shall be allowed upon any lot or on roads nor shall anything be done there on which is an annoyance or nuisance to the neighborhood.

Section 13- AESTHETIC MAINTENANCE:

Any condition considered an eyesore by a majority of the lot owners, homeowners, or landowner's association, or improvement and service district or its equivalent must be corrected upon notification by remaining lot owners, homeowners, or landowners' association, or improvement and service district or its equivalent within thirty (30) days.

ARTICLE III
ROAD REPAIRS

All repairs to the common roads through Overbrook Estates shall be the responsibility of all lot owners, and shall be paid for equally by each lot owner. Should any lot owner not pay his share of the repairs, then at the option of the remaining lot owners, homeowners, or Improvement and Service District or its equivalent, a lien against the non-paying owner(s) may attach in favor of the paying lot owners, to the lot of the non-paying owner (s),as of the time the majority of the lot owners cause to be recorded in the office of County Clerk of Campbell County, Wyoming, a notice of assessment lien, which shall state:

a. The amount of delinquent assessment and such related charges as may be authorized by this declaration; or as may be assessed by the remaining lot owners of the Overbrook Estates.

b. The name of the owner of record or reputed owner of the lot.

c. A legal description of the lot against which the lien has been assessed.

ARTICLE IV
GENERAL PROVISIONS

Section 1 .COVENANTS RUN WITH LAND:

These covenants run with the land and are binding upon all lot owners, their heirs and assigns. The lot owners agree to abide by these covenants.

Section 2- AMENDMENT OF COVENANTS:

These covenants may be amended by a vote of the lot owners where seventy-five percent (75%) or more of the land owners vote for any amendment.

Section 3 .ENFORCEMENT:

The lot owner *(s), or* Improvement and Service District or its equivalent shall have the right to enforce, by any proceeding or law or equity, all covenants now or hereinafter imposed by the provisions of this declaration. Failure by the lot owner *(s)* to enforce any covenant herein contained shall in no even

be deemed a waiver of the right to do so thereafter. Such failure shall not prevent the lot owner (s) from enforcing any subsequent covenant violation.

Section 4 .ATTORNEY FEES:

Any expense reasonably incurred in collecting and/or enforcing any of the above covenants, which shall include reasonable attorney's fees by the other lot owners or Improvement and Service District or its equivalent shall be paid by the lot owner against whom the covenants have been successfully enforced.

Section 5 .SEVERABILITY:

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the DECLARANTS herein, has hereunto set its hand and seal the __day of ____2005.

OWNERS

Craig G. Mader Deborah A. Mader

Craig G. Mader - Trustee Deborah A. Mader - trustee

STATE OF WYOMING

ss.

COUNTY OF CAMPBELL

Subscribed and sworn to before me by Craig G. Mader and Deborah A. Mader this 7 day of February 2005

WITNESS my hand and official seal.

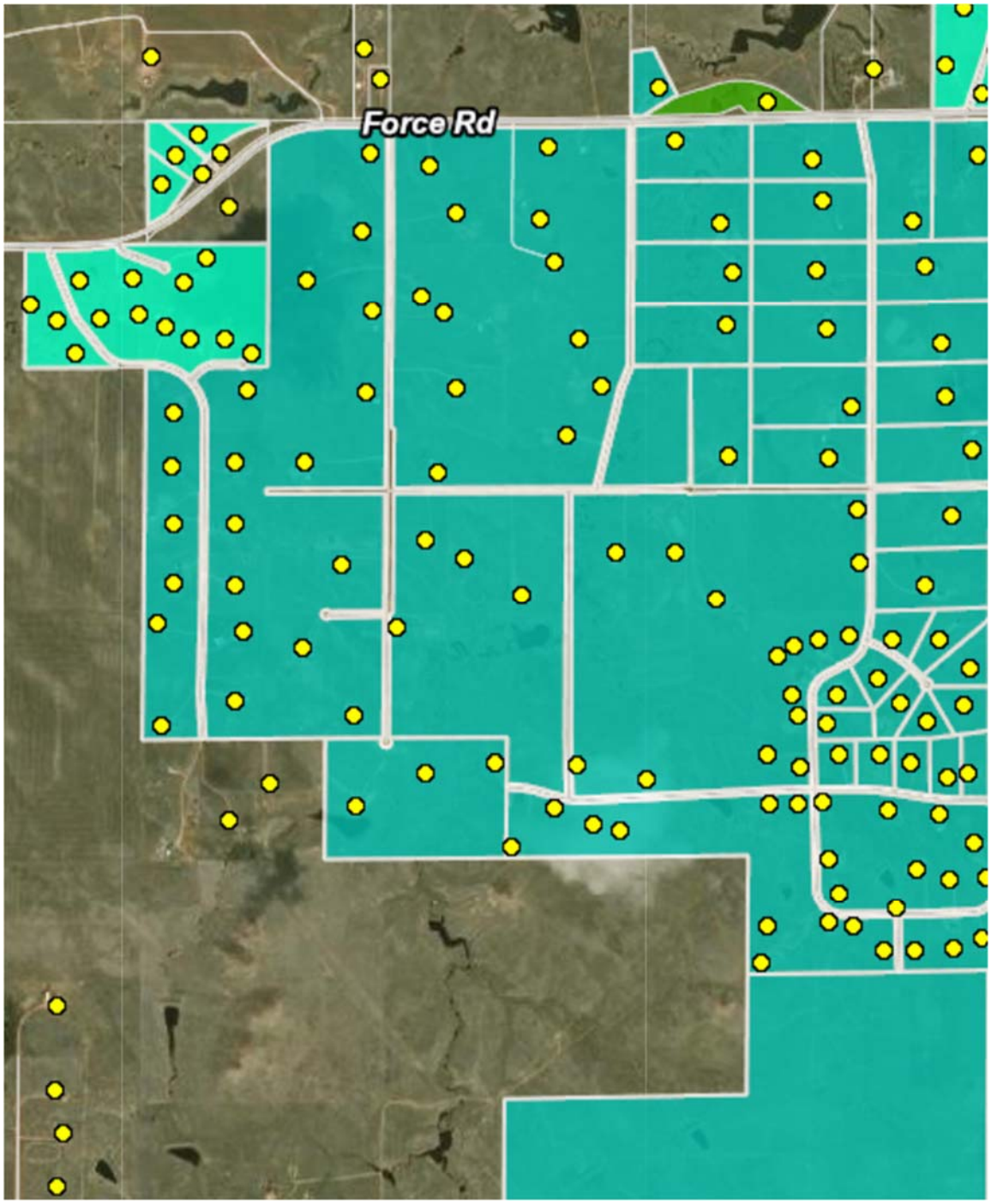
JACQUELYN A. CLOUGH - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires August, 18, 2007

Jacquelyn A. Clough
Notary Public

My commission expires: 8/18/07

Attachment 3. Zoning Map – Land Use

This zoning map below illustrates that the front (northern) portion of Overbrook is zoned Rural Residential (which allows modular homes). The southern portion of Overbrook adjacent to the proposed subdivision is zoned Residential Suburban.



1031673 Book 3078 of PHOTOS Page 381

1031673

ROAD USE AND MAINTENACE AGREEMENT

THIS ROAD USE AND MAINTENANCE AGREEMENT is made this 11th day of April, 2017 by and between the undersigned Owner of the following described properties; to wit:

Township 49 North, Range 73 West of the 6th P.M., Campbell County, Wyoming
Section 12: W½SE¼SW¼

and

Township 49 North, Range 73 West of the 6th P.M., Campbell County, Wyoming
Section 12: E½SE¼SW¼

(hereinafter collectively the "Lot Owners") and the Stone Gate Improvement and Service District, a Wyoming Improvement and Service District located and operating in Campbell County, Wyoming (hereinafter the "ISD") and having a legal boundary as described in Exhibit "A: attached hereto and incorporated herein by reference.

RECITALS

WHEREAS: The Lot Owners will utilize the public roadways located within the ISD to access their respective properties;

WHEREAS: The Lot Owners recognize that their use of the roadways within the ISD may contribute to the necessity for maintenance and/or repair of such roadways;

WHEREAS: The IDS is the governing body is such roadways and presently levies a regular monthly or annual assessment upon the lot owners within such ISD for both the maintenance and/or repair of such roadways and for water usage;

WHEREAS: the Lot Owners desire to contribute to the regular maintenance and/or repair of such roadways within the ISD by paying the sums described in the Agreement. The Lot Owners do not utilize water from the ISD and therefore will not participate in any expenses associated with that service.

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the undersigned parties agree as follows:

1. Use. Each of the Lot Owners use the public roadways located within the ISD.

2. Cost of Use, Maintenance and Upkeep. The Lot Owners each agree to pay a sum equal to sixty-five percent (65%) of the regular assessment (annual or monthly) assessed to each of the owners within the ISD. It is specifically agreed and understood that the Lot Owners shall

not be responsible for, not shall they pay, any sums for special assessments which may otherwise be levied upon the owners within the ISD. It is further specifically agreed and understood that the Lot Owners shall not be responsible for, nor shall they pay, any sums for water usage. For clarification purposes, it is understood by the parties that the ISD presently levies upon the owners within the ISD a regular monthly assessment for road maintenance and water usage in the amount of $80.00. It is agreed that the Lot Owners shall each pay a sum equal to 65% of such assessed amount in exchange for their usage of the roadways located within the ISD. Should the ISD elect to increase or decrease the regular assessment levied upon the homeowners within the ISD, the Lot Owner's payment obligation shall also be adjusted accordingly.

For purposes of further clarification, in no event shall the Lot Owners be required to pay any sum other than those stated above. Should the ISD elect to have a special assessment for any reason, including any capital improvement, the Lot Owners shall not be required to participate in any way in the payment of any such special assessment.

3. Payment. The ISD agrees that it shall provide an invoice to each Lot Owner at the same time and in conjunction with its notice of the regular assessment to the owners within the ISD. Such invoice shall specify the amount of the regular assessment levied upon the owners within the ISD and shall provide the amount (as calculated pursuant the Paragraph 2 above) owned by each Lot Owner. The Lot Owners shall then have the same period of time to pay the invoices as is provided the owners within the IDS to pay their assessed amount.

4. Covenant / Lien / Assessment. Each Lot Owner hereby covenants, and each successor in interest to any such Lot owner by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the ISD the sums stated in Paragraph 2 above. Such sums, together with interest, costs, and reasonable attorney fees, shall be the personal obligation of the person who was the Lot Owner at the time when the debt fell due. The personal obligation for delinquent payments shall not pass to his or her successor in title unless expressly assumed by them.

The amount of all delinquent payments plus interest thereon and any expenses reasonably incurred in collection such payments form any Lot Owner, including reasonable attorney's fees and costs, shall be and become a lien upon the lot of the delinquent Lot Owner which shall attach to the lot of the Lot Owner as of the time the ISD causes to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Lien, which shall state:

i. the amount of the delinquent payment and such related charges as may be authorized by this Agreement;

ii. the name of the Lot Owner of record or reputed Lot Owner;

iii. a description of the lot against which the lien has been assessed.

The Notice of Lien shall be signed by two officers of the ISD and shall be recorded in the Office of the Clerk of Campbell County, Wyoming. No proceeding or action shall be instituted to foreclosed the lien until notice of intention to proceed to foreclose the lien has been delivered

by the ISD to the Lot Owner affected by the lien at least thirty (30) days prior to the commencement of any such action or proceeding. The Lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive but shall be in addition to any other rights or remedies which the Lot Owners of the ISD may have by law or otherwise.

In lieu of the foregoing, the Lot Owners hereby consent, elect and allow the ISD the authority and option to collect any fees required by Paragraph 2 through the process of "assessing" the Lot Owners for such fees and including such "assessments" in the ISD's assessment roll for delivery to the Campbell County Assessor's Office. The Lot Owners further hereby consent to being include in any such assessment roll and consent to such fees being included in such Lot Owner's regular county tax assessments as if such Lot Owners' property was included within the boundaries of the ISD.

5. ISD Boundaries / Governance. Nothing in this Agreement shall be construed to expand the boundaries of the ISD to incorporate the land of the Lot Owners. The Lot Owners shall have no right to participate in any way in any matter of governance of the ISD.

6. Use of Funds. The funds paid by the Lot Owners shall be utilized by the ISD for road maintenance/repairs purposes only.

7. Default. In the event any Lot Owner fails to pay their share of the amount assessed to the owners within the ISD as provided in this agreement, said Lot Owner shall be deemed to be in default of this agreement. In such event, the ISD may proceed with a lien against the Lot Owner's lot as provided above, or may pursue any other remedy at law. Any defaulting Lot Owner shall be responsible for all legal fees and costs associated with the collection of any amounts owed.

8. Binding Effect. This agreement shall run with the land of the Lot Owners as described herein and shall be for the benefits and burden of the Lot Owners, their successors in interest, heirs, successors, personal representative, assigns and all mortgagees of the property.

9. Amendments. Any amendments or changes in this agreement shall be in writing and signed by both Lot Owners and the elected representatives of the ISD.

10. Recording. The Parties agree that this agreement shall be recorded in the Office of the Clerk of Campbell County, Wyoming.

11. Jurisdiction. Any disputes involving this Agreement shall be submitted to a court of competent jurisdiction in Campbell County, Wyoming.

12. Severability. Should any portion of this Agreement be determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.

13. Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM OR COUSE OF ACTION

IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS OR EVENTS CONTEMPLATED HEREBY OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THE PARTIES EACH AGREE THAT ANY AND ALL SUCH CLAIMS AND COUSES OF ACTION SHALL BE TRIED BY THE COURT WITHOUT A JURY. EACH OF THE PARTIES FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH PROCEEDING IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER PROCEEDING IN WHICH A JURY TRAIL CANNOT OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, the parties have executed this agreement as of the 11th day of April, 2017.

LOT OWNER(S):

TPG HOLDINGS, LLC, as Lot Owner of both "Lots" described herein

BY: _____
Tom Simons, Managing Member

STONE GATE IMPROVEMENT AND SERVICE DISTRICT

BY: _____
Dave Daigle, President

BY: _____
Bobby Schmitz, Secretary

BY: _____
Charlotte J. Terry, Treasurer

STATE OF WYOMING)
)
COUNTY OF CAMBELL)

Subscribed, sworn to and acknowledge before me by Tom Simons, as Managing Member of TPG Holdings, LLC, "Lot Owner(s)," on this 13th day of April, 2017.

Witness my hand and seal.

Helenanne Cathey
Notary Public

My Commission Expires: 3-23-2018

Helenanne Cathey - Notary Public
County of Campbell State of Wyoming
My Commission Expires 3/23/2018

STATE OF WYOMING)
)
COUNTY OF CAMBELL)

Subscribed, sworn to and acknowledge before me by Dave Daigle, President of Stone Gate Improvement and Service District, "ISD," on this 11th day of April, 2017.

Witness by hand and seal.

Helenanne Cathey
Notary Public

My Commission Expires: 3/23/2018

Helenanne Cathey - Notary Public
County of Campbell State of Wyoming
My Commission Expires 3/23/2018

STATE OF WYOMING)
)
COUNTY OF CAMBELL)

Subscribed, sworn to and acknowledge before me by Bobby Schmitz, Secretary of Stone Gate Improvement and Service District, "ISD," on this 11th day of April ,2017.

Witness by hand and seal.

Helenanne Cathey
Notary Public

My Commission Expires: 3/23/2018

Helenanne Cathey - Notary Public
County of Campbell State of Wyoming
My Commission Expires 3/23/2018

STATE OF WYOMING)
)
COUNTY OF CAMBELL)

Subscribed, sworn to and acknowledge before me by Charlotte J. Terry, Treasurer of Stone Gate Improvement and Service District, "ISD," on this 11th day of April 2017.

Witness by hand and seal.

Helenanne Cathey
Notary Public

My Commission Expires: 3/23/2018

Helenanne Cathey - Notary Public
County of Campbell State of Wyoming
My Commission Expires 3/23/2018

RECEIVED
APR 14 2017
CAMPBELL COUNTY CLERK

RECORDED ✓
ABSTRACTED ✓
INDEXED ✓
CHECKED ✓

1031673 Recorded on 04/14/2017 at 11:02 Fee 27.00
Book 3078 of PHOTOS Pages 381 to 386
Susan F. Saunders, Campbell County Clerk by: A. CARTWRIGHT

Attachment 5. Sight Distance





Attachment 6. Overbrook Homes
















JEFFRIES

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

For LUDOG SUBDIVISION, Campbell County Wyoming

THIS DECLARATION is made on the day hereinafter set forth by Randolph Wirfel, as the legal owner of the property situated in Campbell County, Wyoming, described herein.

ARTICLE I
DEFINITIONS

1. The "Declarant" shall mean Randolph Wirfel.

2. The "Land" shall mean the following described real property located in Campbell County, Wyoming:

   The Land is collectively referred to as the "Ludog Subdivision".

3. "Tract or Tracts" shall mean any parcel or parcels of real estate contained within the Land.

4. The "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title in any Tract which is part of the property, including contract sellers, but excluding any of those having an interest merely as security for the performance of an obligation.

5. "Covenants" or "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Ludog Subdivision contained in this document.

6. "Mobile home" and "trailer house" shall mean a transportable home connected permanently to a chassis which allows the home to be transported.

7. The Land is zoned "R-R" by Campbell County. All requirements, rules and regulations currently in force or implemented by Campbell County relating to R-R Zoning will be applicable to the Land.

ARTICLE II
PURPOSE

This Declaration is established in order to provide a general plan for the improvements and development of the Land. The Declarants desire to subject the Land to certain conditions, covenants and restrictions.

NOW THEREFORE, the Declarants hereby declare all of the Land shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Land and be binding on all parties having any right, title or interest in the above-described Land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE III
LANDSCAPE DEVELOPMENT

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

ARTICLE IV
VEHICLES

No vehicles, trailers or any vehicular equipment shall be parked along any of the dedicated easements located within the Land. A maximum of one unlicensed vehicle or trailer may be stored outside of an approved outbuilding. All other vehicles and trailers, including but not limited to, unlicensed, unused, stripped down, partially wrecked, immobile, or inoperative

DRAFT

vehicles, must be enclosed in an approved outbuilding. Truck-tractors and/or semi-trailers and/or commercial two-axel vehicles, which are twenty (20) feet in length or greater, are not permitted to park anywhere within the Land unless the vehicle or trailer is used in the homeowner's primary occupation and limited to a maximum of 3 such items unenclosed on the lot.

ARTICLE V
SANITARY SYSTEMS

All septic tanks or other sewage disposal systems must be designed, located and constructed in accordance with the regulations, requirements and standards of the Wyoming Department of Environmental Quality and any other State or County agency having jurisdiction over the Land.

ARTICLE VI
WATER USE

Water from the well shall be used exclusively for the properties within the District for ordinary residential use, subject to the restrictions contained herein. No wash bay, commercial use or use which significantly increases water usage shall be allowed without the written consent of the Declarant. No more than four (4) outside water faucets shall be installed on any home. Owner shall not irrigate more than one acre and will not maintain more than one (1) five hundred (500) gallon stock water tank, from the central water system.

ARTICLE VII
PROHIBITION AGAINST NOXIOUS ACTIVITY ON TRACTS

No noxious activity shall be permitted on any Tract which is a nuisance to adjoining Tracts or which could foreseeably become a nuisance to adjoining Tracts. Overgrazing, or using the property in such a manner that creates or permits erosion or other waste, shall be considered a nuisance. A cistern system, if installed for a particular Tract, will be at the sole cost of the Tract owner.

ARTICLE VIII
AESTHETIC MAINTENANCE

All property shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the Land.

ARTICLE IX
TEMPORARY AND GUEST QUARTERS

With the exception of a motor home or travel trailer as allowed in this Article, no structure of a temporary character, such as a mobile home, basement, tent, shack, garage or other building, shall be used on any Tract at any time as a residence, either temporarily or permanently. However:

a. An Owner or Owner's guest may locate or live in a motor home or travel trailer on a Tract for up to three separate ten (10)-day periods per calendar year provided that the motor home or travel trailer is removed from the Tract for at least ten (10) days between periods of location and occupancy.

b. An Owner may locate and live in a motor home or travel trailer on his or her Tract for a period not the exceed eighteen (18) months during the term of actual construction of the permanent dwelling upon the Tract. The motor home or travel trailer shall be promptly removed or stored after completion of the permanent residence pursuant to these Covenants.

ARTICLE X
OWNER LIABLE FOR LESSEE

Any Owner who leases or otherwise transfers any interest in a Tract shall be responsible for assuring compliance by the Lessee or assigned interest holder with all provisions of these

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Covenants and any assessments by the District. The Owner shall be jointly and severally responsible with the Lessee for any such violations.

ARTICLE XI
FENCES

Any fences constructed on a Tract shall be rail or other suitable open wood construction or smooth wire, barbed wire or steel/wood gate construction.

ARTICLE XII
SIGNS

The Declarant may place a sign at each entrance to the Land advertising the name of Ludog Subdivision. No other signs, except for sandstone name style signs, “For Sale”, “For Rent”, and “Private Driveway” signs are permissible.

ARTICLE XIII
CONSTRUCTION REQUIREMENTS

1. Objective.

   Declarant’s objections are 1) to carry out the general purposes expressed in this Declaration; 2) to assure that any improvements or changes in the properties will be good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and, 3) to assure that materials or workmanship of all improvements are of high quality and comparable to other improvements in the area.

2. All structures shall be construction in accordance with the applicable Campbell County building codes.

3. Minimum Criteria for Construction and General Restrictions on All Tracts.

   No dwelling shall be permitted to be constructed upon the Property which does not comply with the following minimum requirements:

   a. Each Tract shall be constructed upon, improved, used and occupied only for private residential purposes, excepting only small business operations which are completely self-contained within an enclosed structure are permitted. Other commercial, industrial or manufacturing activity is not permitted, whether or not conducted for profit. No dwelling or any part thereof shall be used as a boarding house, except Owners may lease single-family residences and outbuilding, for residential purposes only.

   b. No more than one single-family residence, on guest house, either attached or detached, and two service-type barns or stables shall be constructed on any Tract.

   c. All residence construction shall be stick-built, log homes, modular homes or manufactured homes, which shall be placed on a permanent foundation. For all modular homes and manufactured homes, a permanent foundation shall mean an engineered concrete foundation. No residential structure moved to, or placed on, the property shall be older than two (2) years. No structure shall have a rolled roofing or tar paper exterior. All exteriors shall be of wood, stone, brick, stucco, steel, or vinyl siding only. All roof materials shall consist of wood shakes, asphalt shingles, or metal (not corrugated tin). All construction shall be completed within eighteen (18) months following groundbreaking. All construction, including utilities, shall meet the building codes for Campbell County on the date of commencement of said construction.

   d. All garages shall be minimum two-car garages attached to the main dwelling. The Committee, in cases, may permit variation where peculiar architectural considerations require a space separation between the dwelling and garage or in

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the event that rear access would provide an opportunity for a detached garage. In such cases, the Committee will have the right to specify the locations of any garage detached for the dwelling and whether the garage must be attached by a "breezeway structure".

e. All pools and spas must be constructed clear of any required setbacks and in accordance with the Campbell County regulations. All pools must be fenced and all spas skirted with related equipment screened from view.

4. Chimneys, Outdoor Fires, and Fireplaces.

Wood burning stoves and fireplaces are allowed.

5. General Construction Conditions.

a. At all times during the construction period, a trash dumpster shall be located on the site and all construction debris shall be placed in the dumpster.

b. The roads shall be kept clean at all times. Any dirt or debris which is deposited on any road or other Lot by any vehicle entering or leaving the Owner's site shall be cleaned and removed immediately.

c. Building materials shall be staked neatly on the site and shall not be stored on adjoining property. Adjoining property shall be restored if damaged.

d. All equipment which is used in excavating or construction and which is not rubber-tired shall only be loaded or unloaded within the boundary lines of each respective Lot where excavating or construction is being performed.

6. Easements Reserved with Respect to Lots.

Easement under and through each Lot are dedicated to the public and reserved for utilities and access as so noted on the plat approved and filed with the County Clerk. Declarant reserves the right to ingress and egress as reasonably necessary to exercise such easements as follows:

a. The Owner shall not place any structure, with the exception of fencing, on any easement or setback area and shall be responsible for maintaining the easement. Any damages caused by an easement user or right to the easement shall be repaired and restored by such user.

b. No Owner shall have any claim or cause of action against the Declarant, the Improvement and Service District, the Architectural Control Committee or its successor, assigns, or licensees arising out of exercise or non-exercise of any reserved easement except in cases of willful or wanton misconduct.

ARTICLE XIV
OTHER PROHIBITED USES

1. No part of a Tract shall be used or caused to be used for any manufacturing, mercantile storing, or vending, including, but not limited to, stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yar, commercial trucking, or place of amusement.

2. No Hunting by the general public shall be allowed on any Tract.

ARTICLE XV
MINING AND QUARRYING OPERATIONS

No mining or quarrying operations for gravel or other natural resources contained on the surface of the Land shall be allowed.

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ARTICLE XVI
ANIMALS AND LIVESTOCK

Recreational livestock will be allowed such as 4-H, FFA and High School Rodeo livestock. No commercial livestock such as puppy farms, livestock boarding facility, livestock breeding or feeding operations will be allowed on any Lot. Livestock and pets (dogs and cats) will be permitted, provided they are kept under control in an area that is adequately fenced and the premises are kept in a clean and sanitary condition.

ARTICLE XVII
NO SUBDIVISIONS

No Owner may further subdivide a Tract, either by formal subdivision or by sale of a Tract in more than one parcel.

ARTICLE XVIII
RUBBISH AND TRASH COLLECTION

No Tract shall be used or maintained as a dumping ground for rubbish or trash. All rubbish, trash and garbage shall be regularly removed from each Tract, and shall not be allowed to accumulate thereon. Each Tract Owner shall be responsible for arranging private pickup and removal of garbage at least once very two (2) weeks. All refuse containers, storage areas, machinery and equipment shall be maintained in a clean and sanitary manner and secured so trash may not be blown or scattered in any manner.

ARTICLE XIX
MISCELLANOUS PROVISIONS

1. Severability. In the event a court of competent jurisdiction declares any portion of these Covenants to be invalid or unenforceable, the remaining provisions of these Covenants shall remain in effect.

2. Effect and Duration. These Covenants shall run with the Land and shall be for the benefit of and binding on each Tract, Owner, and their respective heirs, assigns, agents, invitees, social guests, and successors in interest and shall continue to be of full force and effect perpetually unless these Covenants are terminated pursuant to the laws of the State of Wyoming.

3. Amendments. These Covenants may be amended by a vote of 100% or more of the Tract Owners.

4. Enforcement. Any Tract Owner, may institute proceedings at law or in equity to enforce any of the provision of these Declarations, to restrain any individual or entity from violating or threatening to violate these Covenants, to recover damages, both actual or punitive, for such violations and shall be entitled to collect all attorney's fees and collection costs incurred in the successful enforcement of these Covenants. Failure to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so.

_____
RANDOLPH WIRFEL

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing Declaration of Shared Water Well Covenants and Water Well Agreement was acknowledged before me this _____ day of _____, 2021, by Randolph Wirfel, owner.

Witness my hand an official seal.

_____
Notary Public

My Commission Expires

DRAFT

DISCLOSURE STATEMENT

For LUDOG SUBDIVISION, Campbell County Wyoming

This disclosure statement has been prepared in an effort to provide general information to the public related to the construction and maintenance of improvements and condition of services that are to be provided within this subdivision. This document shall be recorded at the Campbell County Clerk's Office and shall be available upon request to the public.

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

1. STREET CONSTRUCTION AND MAINTENANCE

Maintenance of streets, including snow removal, will be the responsibility of the lot owners. NO PUBLIC MAINTENANCE OF STREETS OR ROADS. Access is provided via Overbrook Road. Physical addresses shall be assigned by the Campbell County Public Works Department at the time of development.

2. WATER SUPPLY

No water is being provide per this subdivision. A well exists on Lot 3 and easements have been provided for possible future shared water access. If a Shared Water Well Agreement is executed at the time of purchase for use of the existing well within the subdivision, then each lot will need to have an on-lot cistern and pressure pump installed to provide the required supply pressure and volume at the lot owner's expense.

3. SEWAGE DISPOSAL

Individual septic systems will be the responsibility of individual property owners. A report by a licensed engineer is on file with the Campbell County Public Works office which addresses the safety and adequacy of installing on-lot sewage disposal systems in the subdivision.

4. RESTRICTIVE COVENANTS

There are restrictive covenants with respect to the subdivision.

5. GARBAGE DISPOSAL

Garbage disposal will be the responsibility of the lot owner.

6. TELEPHONE SERVICE

Establishment of telephone service will be the responsibility of the lot owner. Prospective lot owners should consult the telephone service provider to determine construction charges.

7. CABLE TELEVISION SERVICE

Establishment of cable television service will be the responsibility of the lot owner. Prospective lot owners should consult the cable television service provider to determine construction charges.

8. STREET LIGHTING

No street lighting will be constructed.

11. CULVERTS AND DRAINAGE

Culverts are required for new driveway approaches that cross drainage ditches. Reference Campbell County Subdivision Regulations, Section 7.5(f)(i) and (ii) for requirements. Minimum culvert size is 12 inches in diameter. Culverts shall meet manufactures' recommendations but shall not be less than 12 inches. Individual homeowners are responsible for the installation and

maintenance of culverts. Alternate drainage solutions must be designed by a licensed professional engineer and approved by the Campbell County Public Works Department in its sole discretion.

12. SOILS REPORT

A report by a licensed engineer is on file with the Campbell County Public Works office which addresses the limiting soil types in the subdivision.

13. ZONING

The subdivision is subject to uniform regulations governing use, height, area, size, and intensity of use of buildings, land, open spaces, and other regulatory standards as set forth in the Zoning and Land Use Regulations adopted by Campbell County. Prospective lot owners should consult the Campbell County Zoning and Land Use Regulations and the Campbell County Planning and Zoning office to determine the zoning status and permitted uses of lots and land within and surrounding the subdivision.

12. FIRE PROTECTION

Fire protection is provided by the Campbell County Fire Department. Prospective lot owners should consult the Campbell County Fire Department for requirements and additional information regarding fire protection.

14. BUILDING CODES

Construction within the subdivision is subject to the Plumbing, Electrical, Septic, Building and Fire Codes adopted by Campbell County. Prospective lot owners should consult with the Campbell County Building Division and the Campbell County Department of Public Works regarding the status of applicable codes which apply to construction within the subdivision.

15. ELECTRICITY

Establishment of electric service for each lot shall be the responsibility of the lot owner. Prospective lot owners should consult the electric service provider to determine construction and connection charges.

16. POSTAL SERVICE

Postal Service is available upon petition to the United States Post Office by the lot owner. Mailbox construction and maintenance shall be the responsibility of the lot owner. Prospective lot owners should consult the United States Post Office regarding the standard terms and conditions of mailbox construction and maintenance.

17. MINERAL RIGHTS

Fee interest in mineral ownership is not held as part of the ownership of a lot within the subdivision. Prospective lot owners should be aware that there may be existing surface use agreements which may result in the drilling and production of oil, gas and other minerals upon any or all lots within the subdivision. THE SURFACE ESTATE OF THE LAND IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL STATE.

18. WILDLIFE

The area within which the subdivision is located is populated by deer, antelope and other wildlife. Prospective lot owners should be aware of the possibility of damage to gardens, shrubs and trees caused by such wildlife. It is the responsibility of the lot owner to take whatever measures may be necessary and appropriate to protect gardens, shrubs and trees.

19. EASEMENTS

No permanent structures shall be constructed in the easements within the subdivision.

DRAFT

BE ADVISED THAT CAMPBELL COUNTY, WYOMING ASSUMES NO LIABILITY BY VIRTUE OF THIS DISCLOSURE STATEMENT. CAMPBELL COUNTY HAS REQUIRED THIS DISCLOSURE STATEMENT IN ITS SUBDIVISION APPROVAL PROCESS SOLELY FOR THE PURPOSE OF INFORMING THE CONSUMER. CAMPBELL COUNTY DOES NOT IN ANY MANNER WARRANT OR GUARANTEE TO THE CONSUMER THAT THE AFOREMENTIONED STATEMENTS CONTAINED WITHIN THE DISCLOSURE STATEMENT ARE FACTUAL AS REPRESENTED. BE FURTHER ADVISED THAT THE PROPER RECOURSE FOR SHORTCOMINGS IN THE ABOVE DESCRIBED IMPROVEMENTS LIES BETWEEN THE CONSUMER AND THE DEVELOPER WHO MADE THIS DISCLOSURE STATEMENT.

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

IN TESTIMONY WHEREOF, the undersigned owners have caused these presents to be signed.

_____
Randy Wirfel

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

Subscribed and sworn before me on this _____ day of _____, 20_____ by _____ as a free and voluntary at and deed.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires: _____

DRAFT

Approved for filing by the Campbell County Planning Commission this _____ day of _____, 20____.

Attest:

_____ _____
Chairperson Clerk of the Board

Approved for filing by the undersigned Board of County Commissioners in and for the County of Campbell, State of Wyoming, this _____ day of _____, 20_____.

_____ _____
Member Member

_____ _____
Member Member

Attest:

_____ _____
Chairperson Clerk of the Board

DRAFT

PCA ENGINEERING INC.
CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING

ON - LOT SANITARY SEWER REPORT
for
LUDOG SUBDIVISION

Project No. 213895.016

Prepared For:

RANDY WIRFEL
215 OVERBROOK ROAD
GILLETTE, WY 82718

OCTOBER 2021

Prepared By:

PCA ENGINEERING, INC.
4506 WIGWAM BLVD.
P.O. BOX 2185
GILLETTE, WYOMING 82717-2185
(307) 687-0600

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PURPOSE

The purpose of this report is to present the requested and pertinent information required to meet the Campbell County Subdivision Regulations for the Ludog Subdivision and to develop a plan for the proposed on-lot sanitary sewer systems within the subdivision.

SUBDIVISION DESCRIPTION

Ludog Subdivision is located in the NW1/4, NE1/4 of Section 15 of Township 49 North, Range 73 West, Campbell County Wyoming. The site is located at the end of Overbrook Road and southwest of Stone Gate Estates IV and is not located within the City of Gillette planning district. The site is bordered by non-subdivided rural residential property to the east, agricultural land to the south and west, and by the Overbrook Subdivision II (residential suburban) on the north.

The project will create three rural residential lots containing a total of 17.5 acres. The average lot size will be 5.3 acres. A shared common access road known as Shiplap Spur provides access to the three lots within the subdivision.

EXPECTED ON-LOT SEWAGE FLOWS

The proposed Jorgensen Subdivision will contain three (3) rural residential lots. The anticipated maximum occupancy and sewer flow of each lot is as follows:

Residents	(four bedrooms)	x	470 gpd	=	470 gpd

TOTAL AVERAGE DAY FLOW PER LOT = 470 gpd

TOTAL SEWAGE FLOW FOR INTIRE SUBDIVISION = 1410 gal. per day

EXISTING AND PROPOSED LAND AND WATER USE

The area within the Ludog Subdivision and the surrounding area consists of rural residential and rural living land use. The surrounding areas obtain water from private wells. The existing and proposed land uses are compatible with on-lot septic systems and provide the required separation distances between individual systems.

SOIL FEASIBILITY AND EXPECTED SUCCESS OF ON-LOT SEPTIC SYSTEMS

It is my professional opinion that on-lot septic systems will be suitable for the Jorgensen Subdivision without the use of special design or non-traditional methods of construction. This opinion is based on the following information:

i. The NRCS has determined that approximately 65% of the soil in the subdivision are type D soils and 35% of the soils are type C soils. The NRCS states that type C and D soils are very limiting for the specified use of leach fields. The type C & D soils are classified as "very limited" which is defined as "indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected." In Campbell County many systems have been installed in similar soils and are functioning successfully with proper design, installation and maintenance.

ii. No known issues were found regarding leach field performance in the surrounding area.

iii. The soils types are limiting for the construction and usage for septic tank leach fields.

iv. Percolation tests have been performed in this subdivision on lot 3 on September 30, 2010. A copy of this test is attached.

v. The Campbell County Building Department reports no known performance issues of leach fields in the surrounding area.

CONSTRUCTION INFORMATION

The lots in Ludog Subdivision are large enough to allow a number of potential building sites that would have adequate separation distance to meet all applicable requirements and have sufficient space set aside for a replacement leech field. All lots have less than 15% natural slope and are outside the flood area during a 100-year storm event.

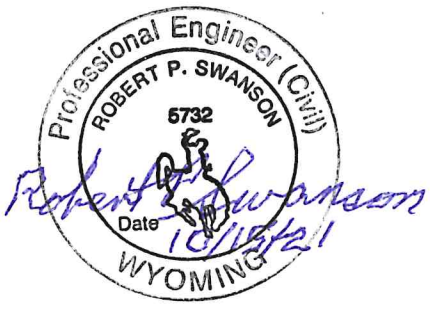
DISTANCE TO CITY OF GILLETTE WASTEWATER SYSTEM

The nearest possible connection location to the City of Gillette Sanitary Sewer System is approximately 14,500 feet north of the northerly most point of the subdivision. It is not financially or logistically feasible to extend a main this distance to provide sewer collection for three lots. Since the property surrounding this subdivision have been previously developed with individual septic systems, it is not likely that this area would consider connecting to the City of Gillette system or undergo further subdividing to increase the population in this area enough to justify such an extension.

SUMMARY

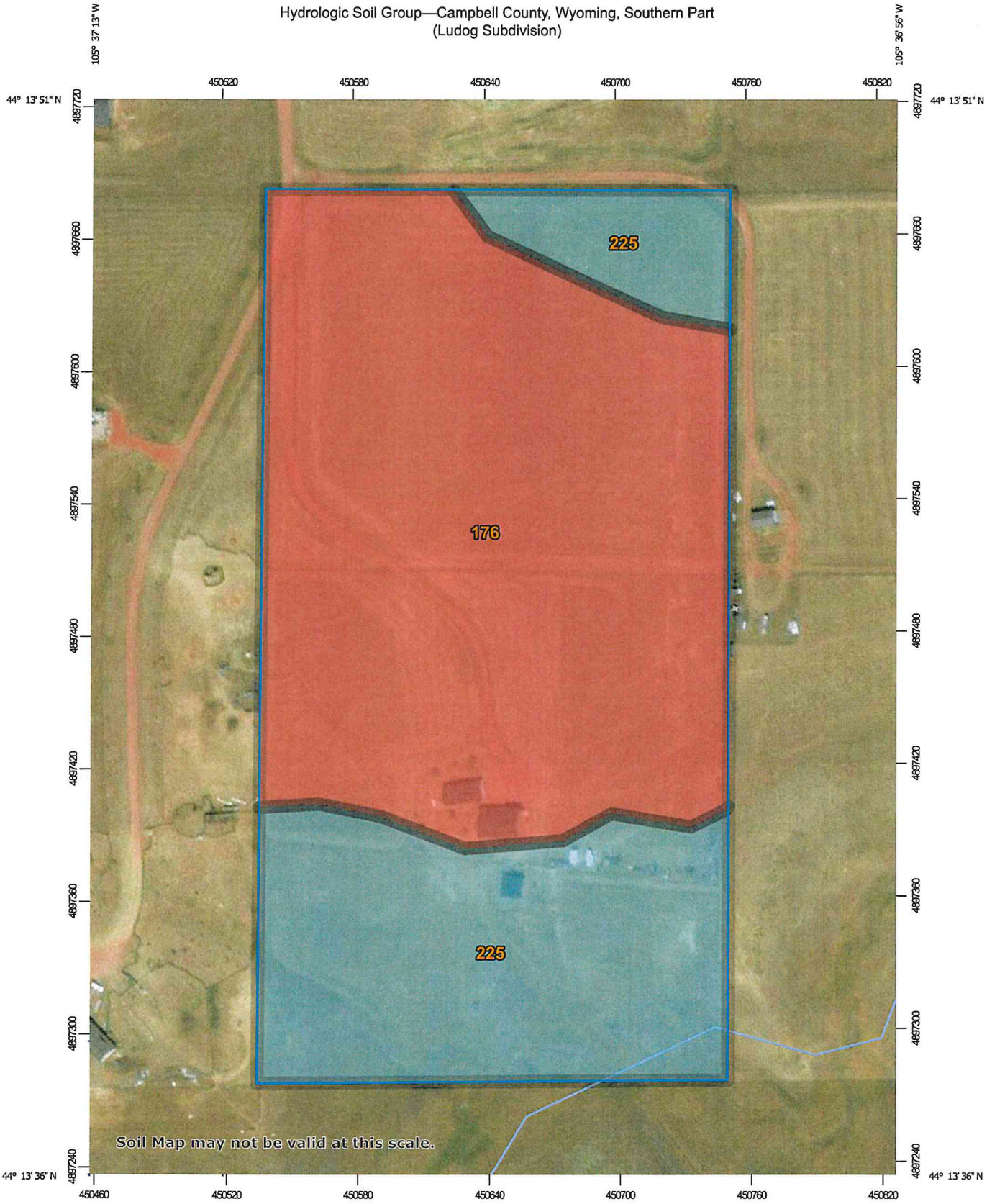
On – lot septic systems are feasible for the Ludog Subdivision and the configuration of the lots will allow for the required separation distances and areas for replacement leach fields. It will be the responsibility of individual lot owners to have systems properly designed, permitted and constructed for the development of their lot.

If you have any questions or comments regarding this "ON – LOT SANITARY SEWER REPORT" please contact me at (307) 687-0600 or email me at swansonr@pcaengsur.com.



Robert P. Swanson, P.E.
PCA Engineering, Inc.

Hydrologic Soil Group—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Map Scale: 1:2,370 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 35 70 140 210

Feet: 0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84

Hydrologic Soil Group—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Lines
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Points
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Campbell County, Wyoming, Southern Part
Survey Area Data: Version 19, Sep 13, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 29, 2014—Mar 3, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
176	Leiter-Cromack clay loams, 3 to 15 percent slopes	D	14.0	65.1%
225	Ucross-Iwait-Fairburn loams, 3 to 30 percent slopes	C	7.5	34.9%
Totals for Area of Interest			**21.5**	**100.0%**

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

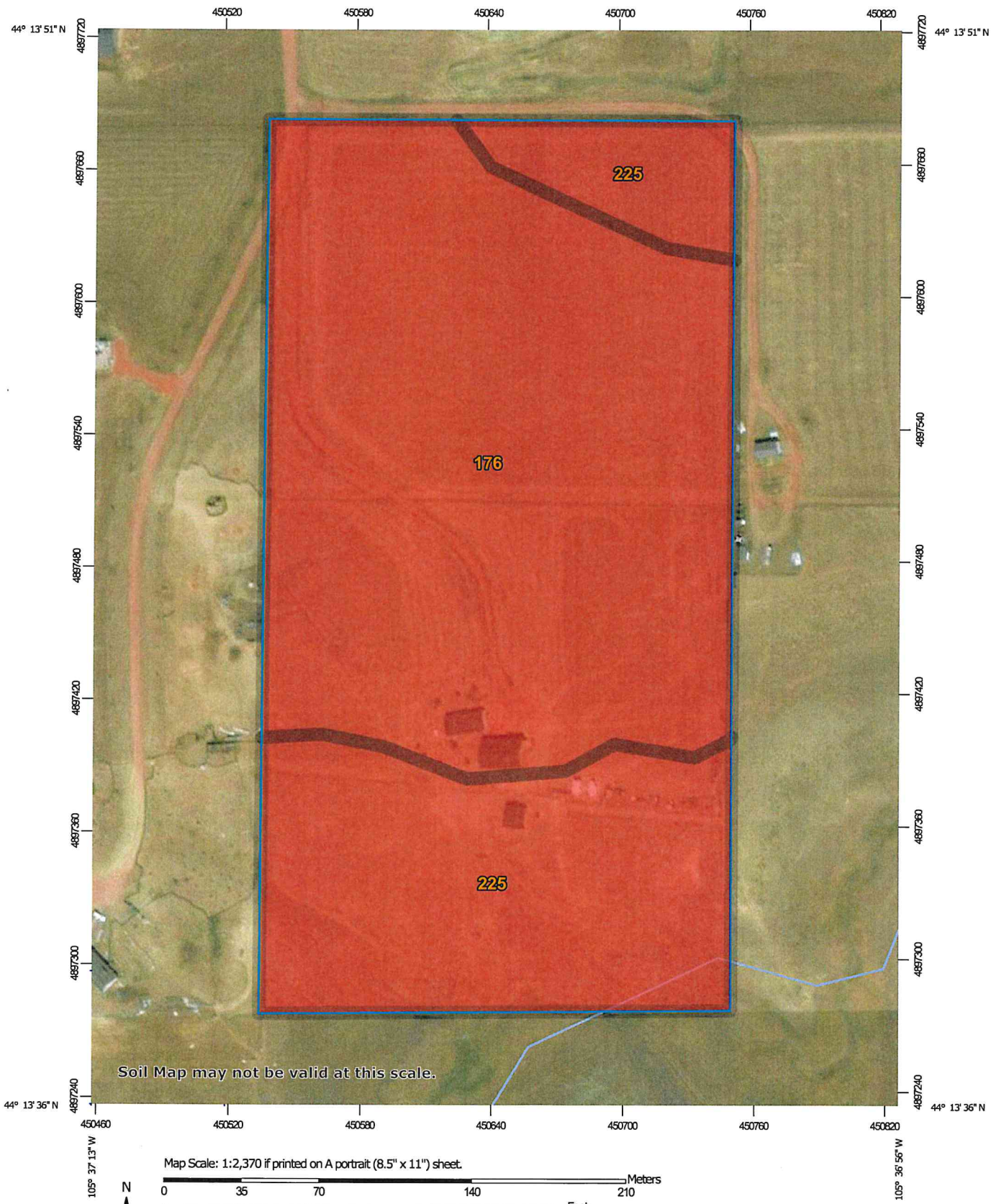
Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Septic Tank Absorption Fields—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Map Scale: 1:2,370 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 35 70 140 210

Feet
0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84

Septic Tank Absorption Fields—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- Very limited
- Somewhat limited
- Not limited
- Not rated or not available

Soil Rating Lines
- Very limited
- Somewhat limited
- Not limited
- Not rated or not available

Soil Rating Points
- Very limited
- Somewhat limited
- Not limited
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

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Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Campbell County, Wyoming, Southern Part
Survey Area Data: Version 19, Sep 13, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 29, 2014—Mar 3, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Septic Tank Absorption Fields

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
176	Leiter-Cromack clay loams, 3 to 15 percent slopes	Very limited	Leiter (50%)	Depth to bedrock (1.00)	14.0	65.1%
				Slow water movement (1.00)		
			Cromack (30%)	Slow water movement (1.00)		
				Depth to bedrock (1.00)		
			Fairburn (5%)	Depth to bedrock (1.00)		
			Ucross (5%)	Depth to bedrock (1.00)		
				Slow water movement (0.47)		
			Moorhead (5%)	Slow water movement (1.00)		
			Samsil (5%)	Depth to bedrock (1.00)		
225	Ucross-Iwait-Fairburn loams, 3 to 30 percent slopes	Very limited	Ucross (35%)	Depth to bedrock (1.00)	7.5	34.9%
				Slope (1.00)		
				Slow water movement (0.47)		
			Fairburn (20%)	Depth to bedrock (1.00)		
				Slope (1.00)		
			Pitchdraw (5%)	Depth to bedrock (1.00)		
				Slope (1.00)		
			Elwop (5%)	Depth to bedrock (1.00)		
				Slow water movement (0.47)		
				Slope (0.04)		
			Cromack (5%)	Depth to bedrock (1.00)		

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
				Slow water movement (1.00)		
				Slope (1.00)		
Totals for Area of Interest					**21.5**	**100.0%**

Rating	Acres in AOI	Percent of AOI
Very limited	21.5	100.0%
Totals for Area of Interest	**21.5**	**100.0%**

Description

Septic tank absorption fields are areas in which effluent from a septic tank is distributed into the soil through subsurface tiles or perforated pipe. Only that part of the soil between depths of 24 and 60 inches is evaluated. The ratings are based on the soil properties that affect absorption of the effluent, construction and maintenance of the system, and public health. Saturated hydraulic conductivity (Ksat), depth to a water table, ponding, depth to bedrock or a cemented pan, and flooding affect absorption of the effluent. Stones and boulders, ice, and bedrock or a cemented pan interfere with installation. Subsidence interferes with installation and maintenance. Excessive slope may cause lateral seepage and surfacing of the effluent in downslope areas.

Some soils are underlain by loose sand and gravel or fractured bedrock at a depth of less than 4 feet below the distribution lines. In these soils the absorption field may not adequately filter the effluent, particularly when the system is new. As a result, the ground water may become contaminated.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

The map unit components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as listed for the map unit. The percent composition of each component in a particular map unit is presented to help the user better understand the percentage of each map unit that has the rating presented.

Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

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

Campbell County
wyoming

Department of Building and Zoning

SMALL WASTEWATER SYSTEM RECORD

Installation: [X] New [ ] Repair [ ] Expansion [ ] Modification Date of Application: 9-27-10

Address of Facility: 215 Overbrook Road

Owner: Randy Wirfel

Mailing Address: 4001 High Cliff Ct. Gillette Wy 82718

Telephone: 299-8005

Installer: S

Mailing Address: 9 ME

Telephone:

GENERAL INFORMATION

1. Type of building Stick built Home
2. No. of bedrooms 3
   Water Softener ___ yes or X no
3. Design percolation results (minutes/inch) 20/1
4. Ground slope 4 ft./100 ft.
5. Water supply: [ ] Community [X] Private
6. Size of lot 2 acres
7. Remarks

PRIMARY TREATMENT (Septic tank)

1. Manufacturer ICM Size 1000 gal
2. [X] Pre-cast Concrete [ ] Poly/Fiberglass
3. Outlet depth (from ground level) 35 ft.
4. Type of sewer pipe pvc

SECONDARY TREATMENT (Leach field)

1. Type: (indicate number of units or square footage)
   ___ Infiltrator Bed ___ Infiltrator Trench
   ___ Rock Bed 978' Rock Trench
2. Trench/Bed size (width) 2' (length) 200'
3. Depth of Gravel (below pipe) 2' (above) 6"
4. Rock: [ ] Hard clean scoria **(Must be Approved)**
   [X] Limestone or river rock
5. Barrier material over gravel paper
6. Depth of cover 1-4 feet

SEPTIC SYSTEM PLOT PLAN: ***Show septic system plot plan on the back of this page (including all information as set forth above), as well as all distances, nearest property line, buildings, wells , water lines, waterways and indicate North. The location of the replacement leach field shall be shown on the drawing.***

Provide all percolation data outlined on page 3 of this booklet. Percolation test procedure shall be signed by Owner/Installer or Professional Engineer.

I hereby verify that the percolation test has been performed in accordance with the procedures listed in this package.

Owner/Installer 4-30-10 Dated

Professional Engineer Dated

HOLE NO.	WATER LEVEL DROP (FOR THE ESTABLISHED TIME INTERVAL)						Final Stabilized Drop	Percolation Rate (min/inch)
1	3/4	5/8	5/8				5/8	
2	3/4	5/8	1/2	1/2			1/2	20/1
3	1"	3/4	3/4	5/8			5/8	

Results:

If 3 - 5 holes were tested, the slowest rate was 20 minutes per inch.

If 6 or more holes were tested, the average rate was _____ minutes per inch

The above system was inspected and found to comply with DEQ and Campbell County standards, but this approved inspection in no way guarantees the continued performance of the system.

Approved by Keith Bauer Date Sept. 30-18

I have verified that the water table is at least four (4') feet below the lowest level of the leach field on this date.

Inspector's Signature Keith Bauer Date Sept-30-18

SYSTEM DESIGN & INSTALLATION PARAMETERS

GENERAL

☐ Check with the Building and Planning Department for minimum lot size.

☐ **All portions of the septic system must be inspected before covering anything up.** The perforated pipe in the drain field should be left exposed for the inspection. Enough rock should be on site to complete the additional two inch required coverage after the field has been inspected. *"Infiltrators"* should be bedded along their sides as part of the inspection.

☐ Complete the plot plan with all details. Use property lines and permanent construction to reference the location of the septic system to facilitate locating the system in the future.

☐ **This form shall be complete and signed by the person who installed the system at the time of final inspection.**

☐ A typical Site Plan shall include the following minimum separation distances:

Include DEQ drawing

LEACH FIELD

☐ Percolation results are a required component for proper sizing. Refer to the attached percolation procedure. Make sure the percolation results are entered on the form.

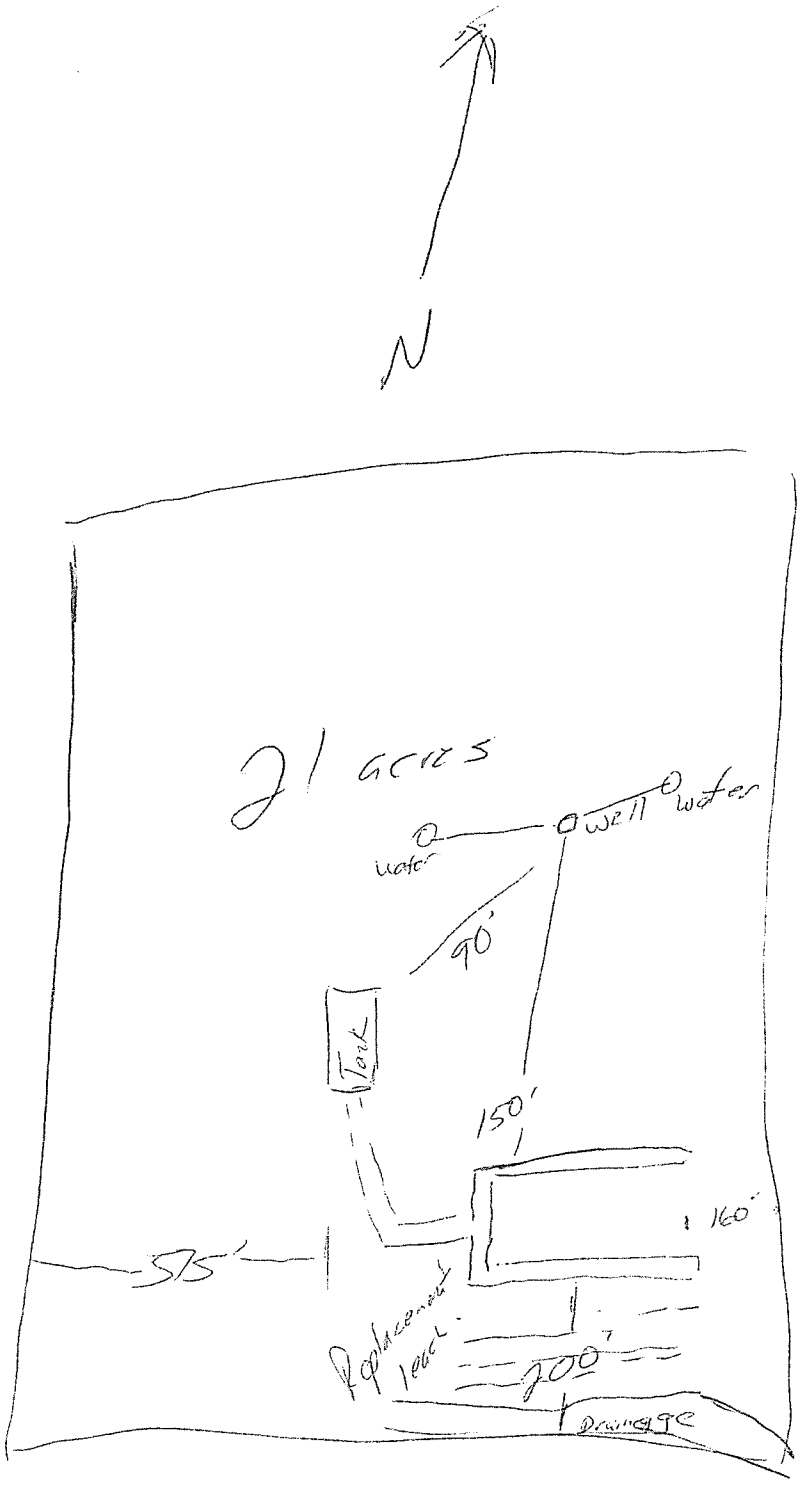
☐ Check for groundwater before installation of system - ***call Campbell County Building Department for instructions.**

☐ Determine the required leach field area or number and size of rockless chamber units.

☐ Leach field bottom must be dug level, however the line from the tank to the leach field slopes at 1/4" /ft. minimum. Rock fields must be laid such that the perforated distribution pipe lays level. The distribution pipe should be located centrally if using a trench type with distribution pipes spaced a maximum of ten foot apart in the bed type.

☐ Straw or untreated paper **(not tar paper)** should be on site for covering conventional rock fields once the system has been approved. The covering must be a permeable material to allow for air movement.

☐ Provide for a minimum of one foot of earth cover over the top of the leach field. Good drainage is essential. The field should not be located in low areas and the earth should mound slightly over the trench or bed for good drainage.


N
21 acres
Water
well
Water
90'
Tank
150'
160'
525'
Approximate
level
200'
Drainage

LUDOG SUBDIVISION

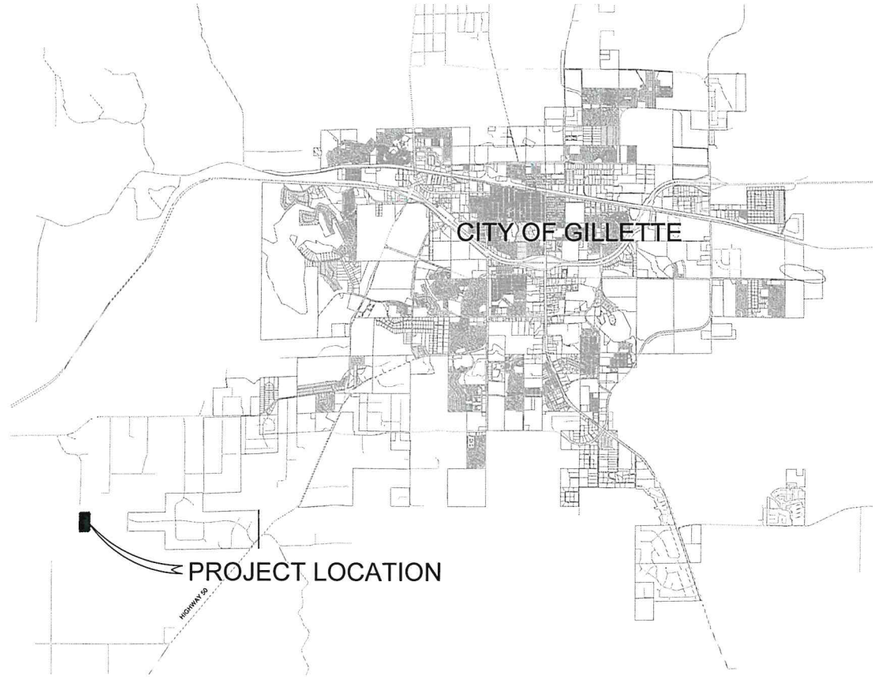
ROADWAY PLANS AND CROSS-SECTIONS

OWNER/DEVELOPER:

RANDY WIRFEL
215 OVERBROOK ROAD
GILLETTE, WY 82718
PHONE # 307-299-8005

ENGINEER:

THOMAS A. SYLTE
PCA ENGINEERING, INC.
P.O. BOX 2185
GILLETTE, WY 82717
PHONE # 307-687-0600
FAX # 307-687-7022



SHEET NO.	SHEET TITLE
CS-1	COVER SHEET
QN-1	OVERALL & NOTES
LG-1	LEGENDS
TR-1	OVERBROOK ROAD P&P
TR-2	OVERBROOK ROAD CROSS SECTIONS

TOTAL # OF SHEETS = 5

"I CERTIFY THAT THE CONSTRUCTION PLAN PREPARATION WAS PERFORMED BY ME OR UNDER MY DIRECT CONTROL AND SUPERVISION. THE CONSTRUCTION PLANS AS SHOWN ON THESE DRAWINGS ARE ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF."

PROFESSIONAL ENGINEER (CIVIL)
THOMAS A. SYLTE
8306
Date 10/14/2021
WYOMING

CALL BEFORE YOU DIG
ONE-CALL OF WYOMING
1-800-849-2476
OR
811
UTILITY NOTIFICATION CENTER OF WYOMING

REV. #	REVISION DESCRIPTION	DATE	BY

LUDOG SUBDIVISION

COVER SHEET

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

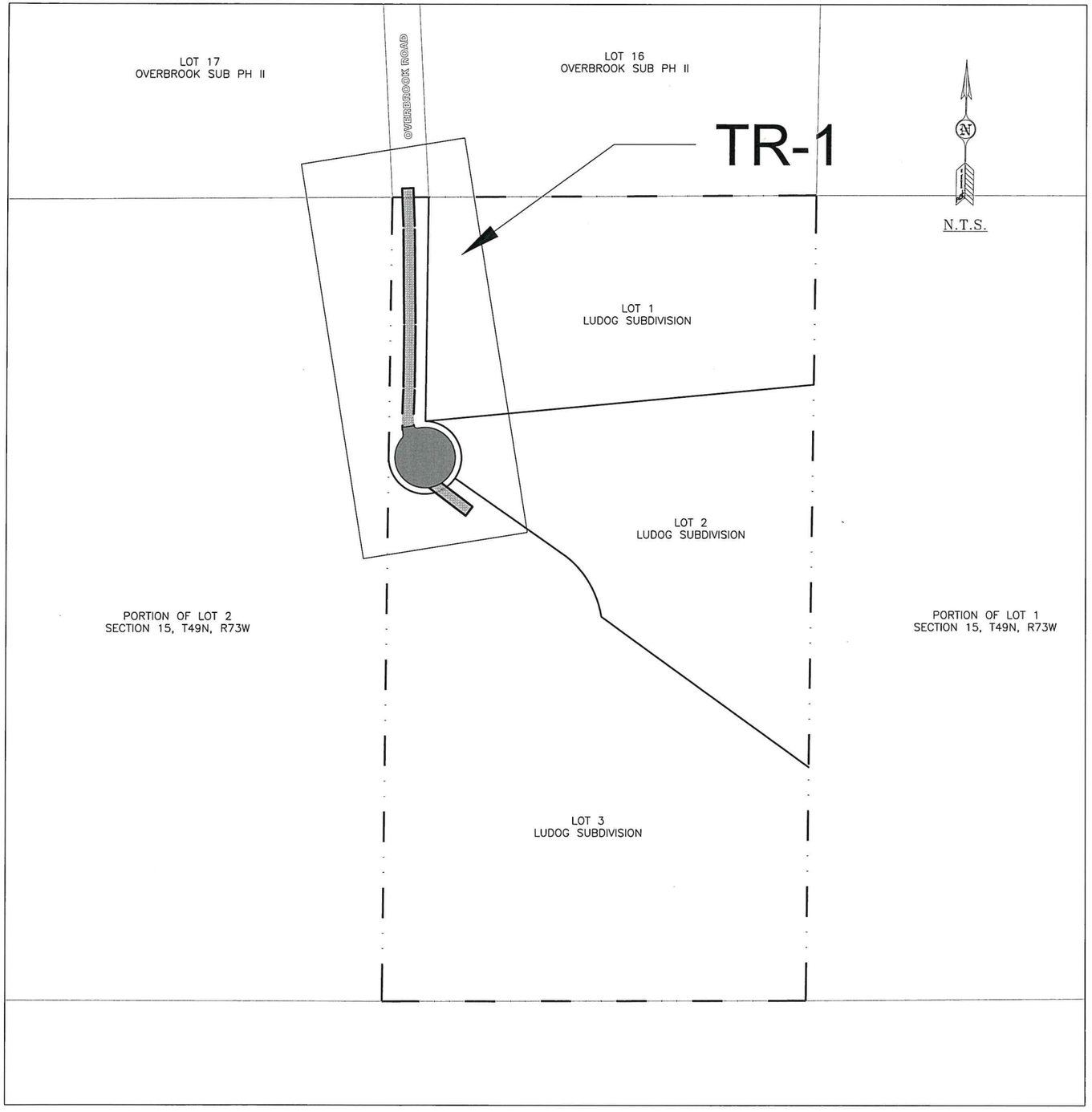
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PCA Project Number: 173806.00

DATE: 10/12/2021
DRAWN BY: SMS
APPROVED BY: TS

COVER SHEET
CS-1

OVERALL ROADWAY LAYOUT



GENERAL NOTES:

1. CONSTRUCTION AND QUALITY CONTROL SHALL BE IN GENERAL CONFORMANCE WITH THE 2020 CITY OF GILLETTE STANDARD CONSTRUCTION SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING UTILITY LOCATES AND VERIFYING ALL UTILITY LOCATIONS PRIOR TO THE COMMENCEMENT OF WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY AND ALL REQUIRED CONSTRUCTION PERMITS NECESSARY FOR THIS PROJECT.
4. THE CONTRACTOR SHALL PROVIDE PROOF OF INSURANCE.
5. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL WORK FROM DAMAGE BY ANY PERSON.
6. ANY DISTURBED PROPERTY OR SECTION CORNERS ARE TO BE RESET BY A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF WYOMING, AT THE CONTRACTOR'S EXPENSE.
7. GEOTECHNICAL CONDITIONS MAY VARY THROUGHOUT THE CONSTRUCTION AREA. SUITABILITY OF SOILS MY BE LIMITED FOR ROAD CONSTRUCTION. HOWEVER TYPICAL EQUIPMENT AND CONSTRUCTION PRACTICES ARE DEEMED SUITABLE FOR THIS SITE. SOILS ARE ADEQUATE SUBGRADE FOR THE GRAVEL SECTION PROPOSED

ABBREVIATION LEGEND

EA	EACH	FIL	FILLET
FT	FOOT	C&G	CURB & GUTTER
LF	LINEAL FOOT	LT	LEFT
SF	SQUARE FOOT	RT	RIGHT
CF	CUBIC FOOT	GRVL	GRAVEL
VF	VERTICAL FOOT	PCC	PORTLAND CEMENT CONCRETE
SY	SQUARE YARD	AC	ASPHALTIC CONCRETE
CY	CUBIC YARD	TAC	TOP OF AC PAVEMENT
CFS	CUBIC FEET PER SECOND	TC	TOP OF PCC PAVEMENT
TN	TON	TG	TOP OF GROUND
AC	ACRE	TBC	TOP BACK OF CURB
LS	LUMP SUM	TSP	TOP OF SLOPED PAVING
INS	INSTALL(ED)	TSW	TOP OF PCC SIDEWALK
REM	REMOVE(D)	TW	TOP OF WALL
R&R	REMOVE & REPLACE/REINSTALL	BW	BOTTOM OF WALL
ADJ	ADJUST	FL	FLOW LINE
TAN	TANGENT	LIP	LIP OF CURB
RAD	RADIUS	E.O.L.	END OF LINE
FES	FLARED END SECTION	ROW	RIGHT-OF-WAY
PR	PROPOSED	BV	BUTTERFLY VALVE
EX	EXISTING	GV	GATE VALVE
STA	STATION	WS	WATER SERVICE
SW	SIDEWALK	SS	SANITARY SERVICE
DW	DRIVEWAY	CO	CLEANOUT
VG	VALLEY GUTTER	SD	SUB DRAIN

REV. #	REVISION DESCRIPTION	DATE	BY

LUDOG SUBDIVISION

OVERALL & NOTES

CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING
ENGINEERING INC.
4506 Wigwam Blvd.
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307-687-0600

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PCA Project Number: 173808.00

DATE: 10/14/2021
DRAWN BY: SMS
APPROVED BY: TS

QUANTITIES AND NOTES

QN-1

P:\Projects\213895000 Misc Survey - 2021\213895016 Misc Survey - 215 Overbrook Minor Sub\DesDwgs\Main\CoverDetails.dwg, Quantities, 10/14/2021 11:09:17 AM

EXISTING LINETYPES, SYMBOLS, AND HATCH PATTERNS

- SA — SANITARY SEWER
- SS — SANITARY SEWER SERVICE
- W — WATER LINE
- WS — WATER SERVICE
- SW — STORM SEWER
- SWALE/FLOWLINE
- CULVERT
- OP — OVERHEAD POWER (3ø)
- OP — OVERHEAD POWER (1ø)
- UP — UNDERGROUND POWER (3ø)
- UP — UNDERGROUND POWER (1ø)
- GAS LINE
- T — PHONE LINE
- FO — FIBER OPTIC
- CA — CABLE TV
- PROPERTY/R-O-W LINE
- SUBDIVISION BOUNDARY
- BUILDING SETBACK LINE
- EASEMENT LINE
- GUARDRAIL
- CHAINLINK FENCE LINE
- X — BARBED WIRE FENCE LINE
- PRIVACY FENCE
- METAL FENCE LINE
- CONTOUR TEXT — MAJOR (10') CONTOUR LINE
- CONTOUR TEXT — MINOR (2') CONTOUR LINE
- TOWNSHIP LINE
- SECTION LINE
- QUARTER SECTION LINE
- SIXTEENTH SECTION LINE
- STRUCTURE
- EXISTING CONCRETE (AR-CONC SCALE:0.01, RT:0')
- EXISTING ASPHALT (SOLID SCALE:1.00, RT:0')
- EXISTING GRAVEL SURFACE (GRAVEL SCALE:0.10, RT:0')

- HIGHWAY R-O-W MONUMENT
- FOUND BRASS CAP
- FOUND REBAR
- FOUND REBAR WITH CAP
- FOUND IRON PIPE
- SET REBAR WITH CAP
- CONTROL POINT
- FOUND SECTION CORNER
- FOUND 1/4 CORNER
- FOUND 1/16 CORNER
- BM — BENCHMARK
- REFERENCE MONUMENT
- CA — CABLE TV RISER
- T — TELEPHONE RISER
- W — WATER METER PIT
- FIRE HYDRANT
- GATE VALVE
- CS — CURB STOP
- 11 1/4° BEND
- 22 1/2° BEND
- 45° BEND
- CAP (END OF LINE PLUG)
- COUPLER
- CROSS
- DEFLECTION COUPLER
- TEE
- REDUCER
- HEDGE/TREE LINE

- SW — STORM SEWER MANHOLE
- GRATED STORM INLET
- TYPE "B" INLET
- SA — SANITARY SEWER MANHOLE
- CO — CLEAN OUT
- (G) — GAS VALVE
- G — GAS METER
- STREET LIGHT
- GUY WIRE ANCHOR
- POWER POLE
- POWER POLE W/LIGHT
- POWER POLE W/GUY
- POWER POLE W/TRANSFORMER
- CAP — CAPACITOR BANK
- GANG SWITCH
- COMMON SWITCH
- FUSED SWITCH
- TRANSFORMER SINGLE PHASE
- TRANSFORMER 3 PHASE
- VFI — VARIABLE FREQUENCY INTERUPT
- ELECTRICAL VAULT
- M — ELECTRICAL METER CABINET
- E — ELECTRICAL METER
- OCB — OVERCURRENT BAY
- SWITCH CABINET
- E — STREET LIGHT PEDISTAL
- E — SECONDARY PEDISTAL
- JUNCTION BOX SINGLE PHASE
- JUNCTION BOX THREE PHASE
- F — FIBER OPTIC PEDISTAL
- F — FIBER OPTIC VAULT
- SPRINKLER HEAD
- IRRIGATION CONTROL
- CONIFEROUS TREE
- DECIDUOUS TREE
- BUSH
- 1 POLE SIGN
- BH — BOREHOLE
- MW — MONITORING WELL
- TRAFFIC SIGNAL

PROPOSED LINETYPES, SYMBOLS, AND HATCH PATTERNS

- SA — SANITARY SEWER
- SS — SANITARY SEWER SERVICE
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- EASEMENT LINE
- GUARDRAIL
- CHAINLINK FENCE LINE
- X — BARBED WIRE FENCE LINE
- PRIVACY FENCE
- METAL FENCE LINE
- CONTOUR TEXT — MAJOR (10') CONTOUR LINE
- CONTOUR TEXT — MINOR (2') CONTOUR LINE
- LIMITS OF CONSTRUCTION
- SF — SILT FENCE
- PROPOSED STRUCTURE (ANSI31 SCALE:0.40, RT:0')
- PROPOSED CONCRETE (AR-CONC SCALE:0.01, RT:0')
- PROPOSED ASPHALT (SOLID SCALE:1.00, RT:0')
- PROPOSED GRAVEL SURFACE (GRAVEL SCALE:0.10, RT:0')

- CA — CABLE TV RISER
- T — TELEPHONE RISER
- W — WATER METER PIT
- FIRE HYDRANT
- GATE VALVE
- CS — CURB STOP
- 11 1/4° BEND
- 22 1/2° BEND
- 45° BEND
- CAP (END OF LINE PLUG)
- COUPLER
- CROSS
- DEFLECTION COUPLER
- TEE
- REDUCER
- SW — STORM SEWER MANHOLE
- OSP — OUTLET STRUCTURE PROTECTION
- RCSC — ROUGH CUT STREET CONTROL
- RRC — RIPRAP FOR CULVERT PROTECTION
- SM — SEEDING AND MULCHING
- SSA — STABILIZED STAGING AREA
- VTC — VEHICLE TRACKING CONTROL
- SCL — SEDIMENT CONTROL LOG (WATTLE)
- ECB — EROSION CONTROL BLANKET

- SW — STORM SEWER MANHOLE
- GRATED STORM INLET
- TYPE "B" INLET
- SA — SANITARY SEWER MANHOLE
- CO — CLEAN OUT
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REV. #	REVISION DESCRIPTION	DATE

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LEGENDS

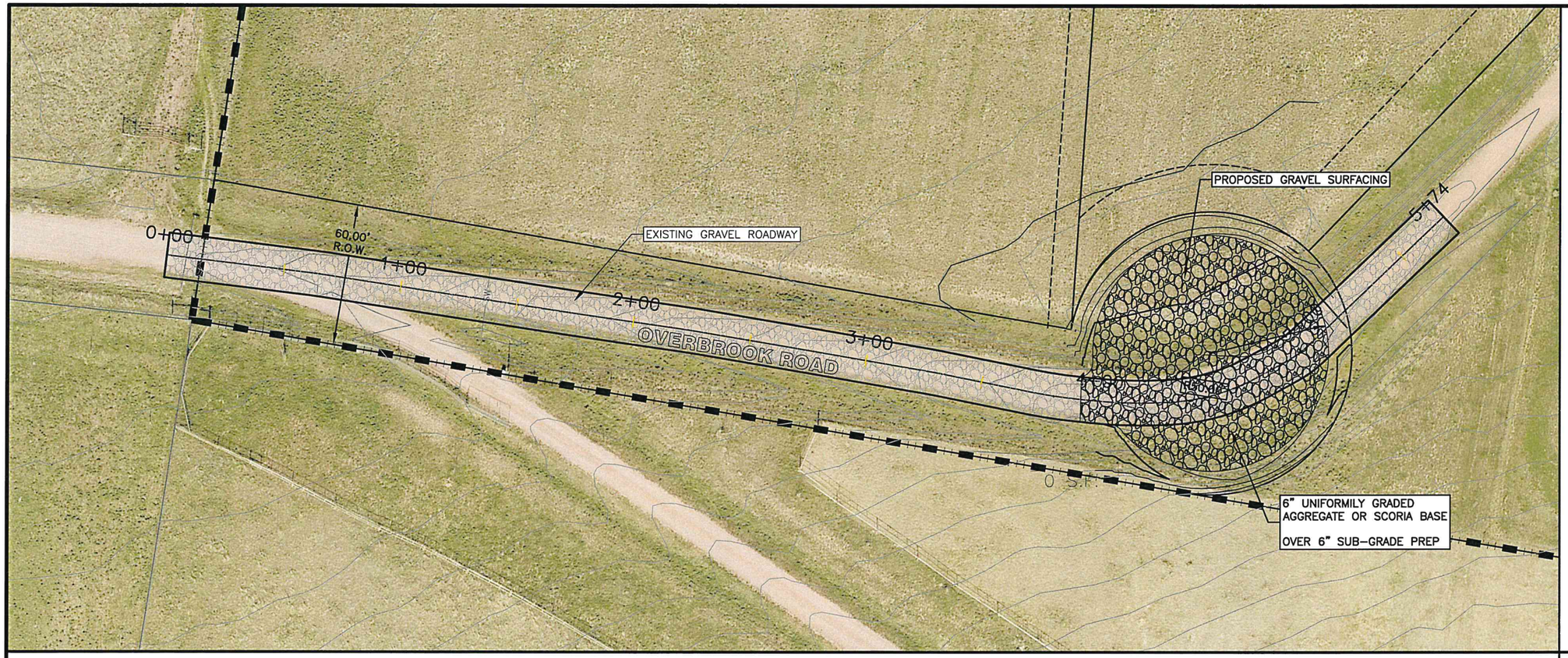
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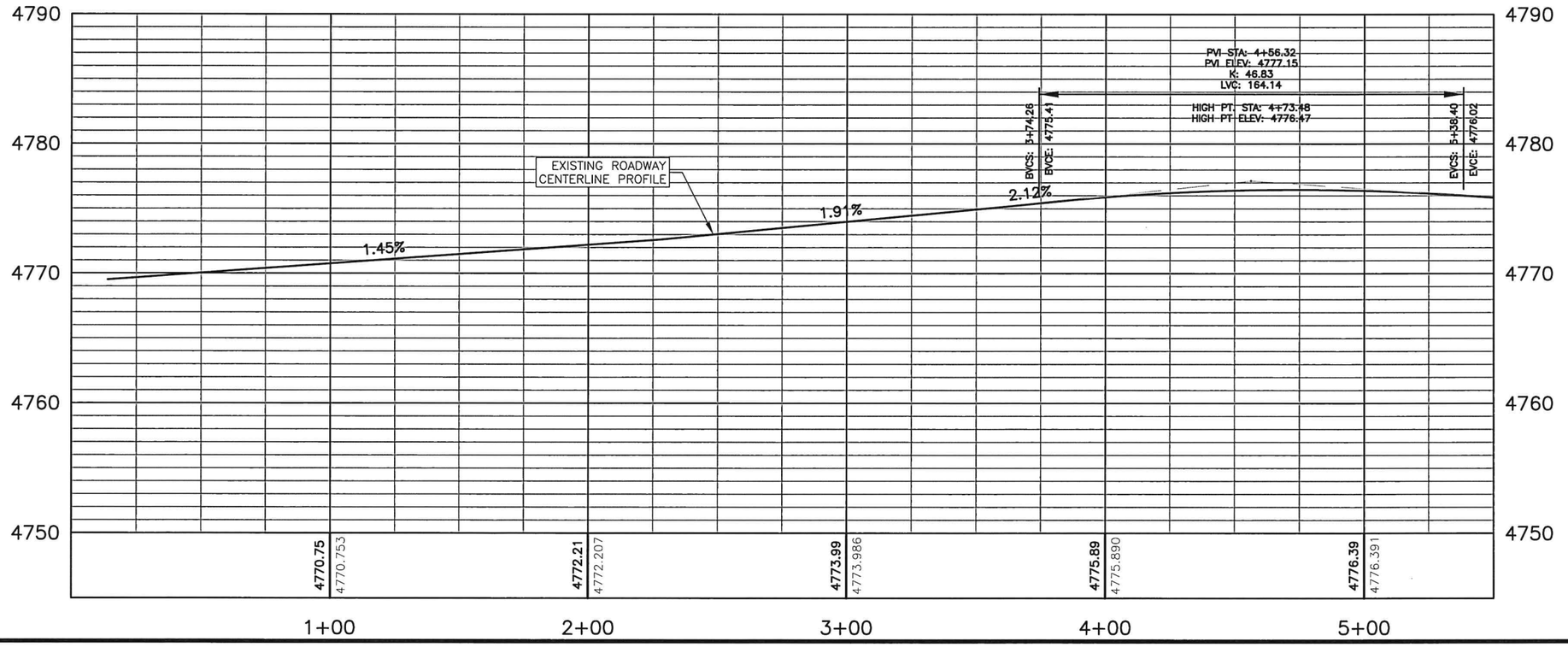
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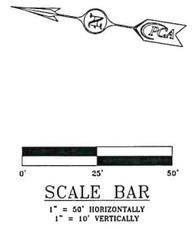
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APPROVED BY: TS

LEGENDS
LG-1







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LUDOG SUBDIVISION
OVERBROOK ROAD PLAN & PROFILE
STA. 0+00 – STA. 4+52

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ENGINEERING INC.
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P.O. Box 2185
Gillette, Wyoming 82718
307-687-0600

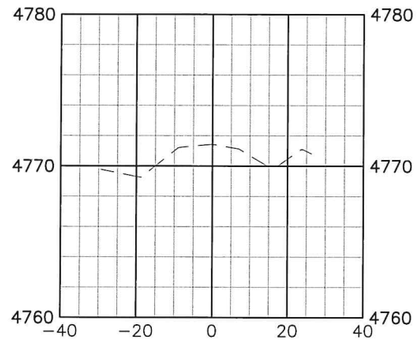
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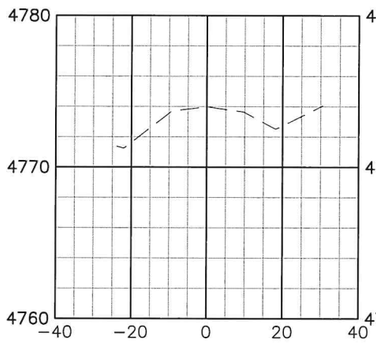
DATE: 10/14/2021
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APPROVED BY: TS

OVERBROOK ROAD P&P

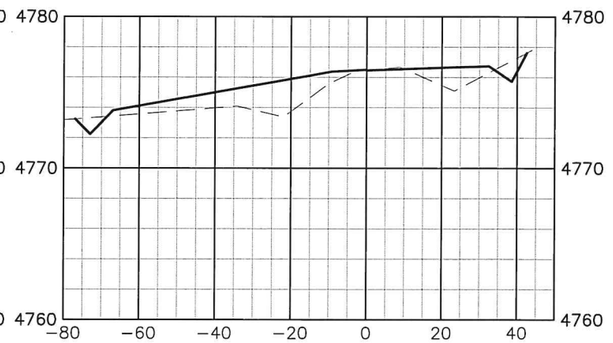
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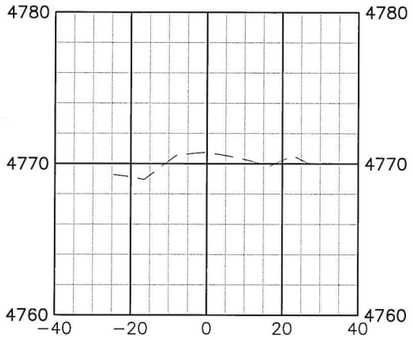
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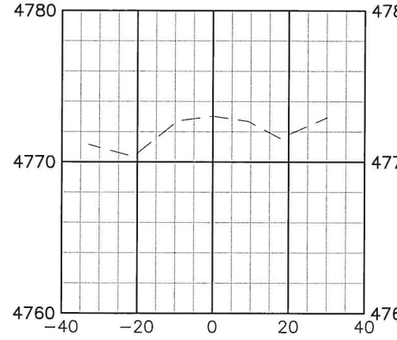
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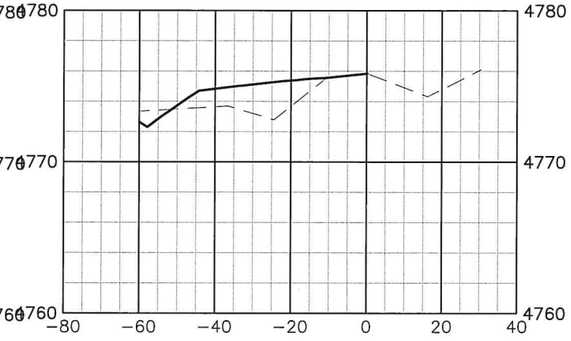
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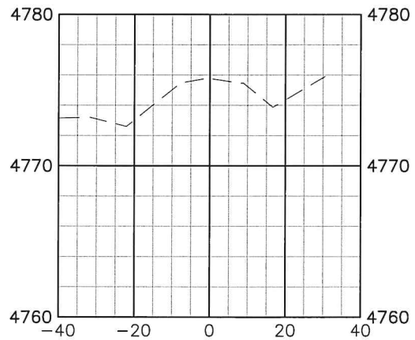
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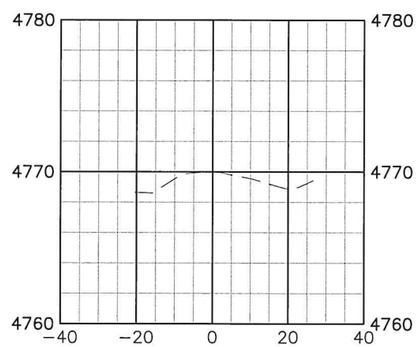
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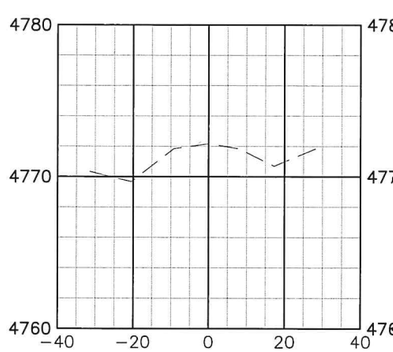
4+00



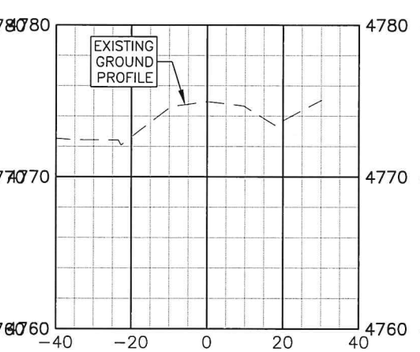
5+50



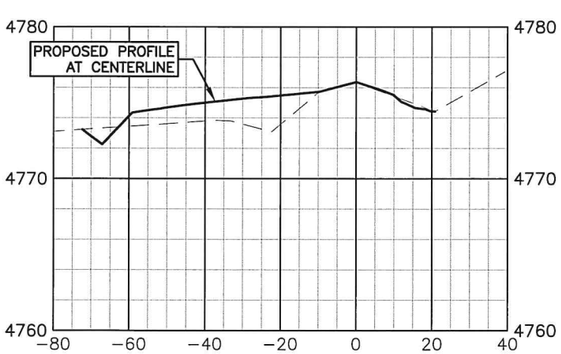
0+50



2+00



3+50



5+00

SCALE BAR
1" = 40' HORIZONTALLY
1" = 10' VERTICALLY

REV. #	REVISION DESCRIPTION	DATE	BY

LUDOG SUBDIVISION
OVERBROOK ROAD CROSS SECTIONS
STA. 0+50 – STA. 5+50

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

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PCA Project Number: 173808.00

DATE: 10/12/2021
DRAWN BY: SMS
APPROVED BY: TS

OVERBROOK ROAD X SECTIONS

TR-2

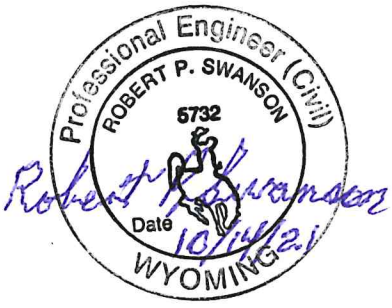
PCA ENGINEERING INC.
CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING

SOIL REPORT
LUDOG SUBDIVISION
Located in the
NW 1/4, NE 1/4, SEC 15
T49N, R73W
Campbell County, Wyoming

PCA Project No. 213895.016

Prepared For:
Randy Wirfel
215 Overbrook Road
Gillette, WY 82718

Prepared by:
PCA Engineering, Inc.
P.O. Box 2185
Gillette, WY 82717-2185
(307) 687-0600



October 13, 2021

Campbell County Engineer's Office
500 S. Gillette Avenue
Gillette, WY 82716

Re: LUDOG SUBDIVISION
Soil Suitability Report

Dear Sirs:

The following information has been gathered from the Natural Resources Conservation Service (NRCS) for the referenced subdivision as per the Campbell County Subdivision Regulations, 2020. This report provides a general overview of the soil types and suitability. See the attachments for definitions of rating terminology used herein.

The soils types for this proposed development are shown on the attached materials from the Natural Resources Conservation Service (NRCS). The predominate soils types in this subdivision are Leiter-Cromack clay loams and Ucross-Iwait-Fairburn loams.

The soils in the general area are very limiting for standard foundation construction with and without basements and may require site specific design. The reason for the limiting factors of soil at this location is shrink-swell potential, depth to soft bedrock and surface slope. The lots in the proposed subdivision will be graded as a part of the individual lot development and it is recommended that site specific soils be evaluated prior to design and construction of foundations when the specific site and construction type is defined.

The soils in the general area are somewhat limiting for shallow excavations and may require site specific design and special construction methods. The reasons for the limiting factors of this soil for shallow excavations is dust, depth to soft bedrock, and unstable excavation walls. Shallow excavations may require dust control measures and soft bedrock may be encountered.

The soils in the general area are very limiting for septic tank absorption fields because of the depth to bedrock and slow water movement.

There is only a short section of road planned within this subdivision, however the owner of each lot will be responsible for constructing the driveway into their individual lot. The soils at this location are very limiting for the construction of local road and driveway fill materials due to low strength and susceptibility to frost action. These limitations can be overcome by proper moisture conditioning and compaction of the fill material as it is placed.

The soils have a high to moderate corrosion rating for bare steel; therefore it is recommended that all culverts be HDPE smooth lined culverts.

Attached are copies of reports for the soils data available from NRCS and a map showing the approximate limits of the soil types in the general area.

If you have any questions please contact me at our office 687-0600, fax 687-7022, or email pca@pcaengsur.com.

Sincerely,

PCA ENGINEERING, INC.

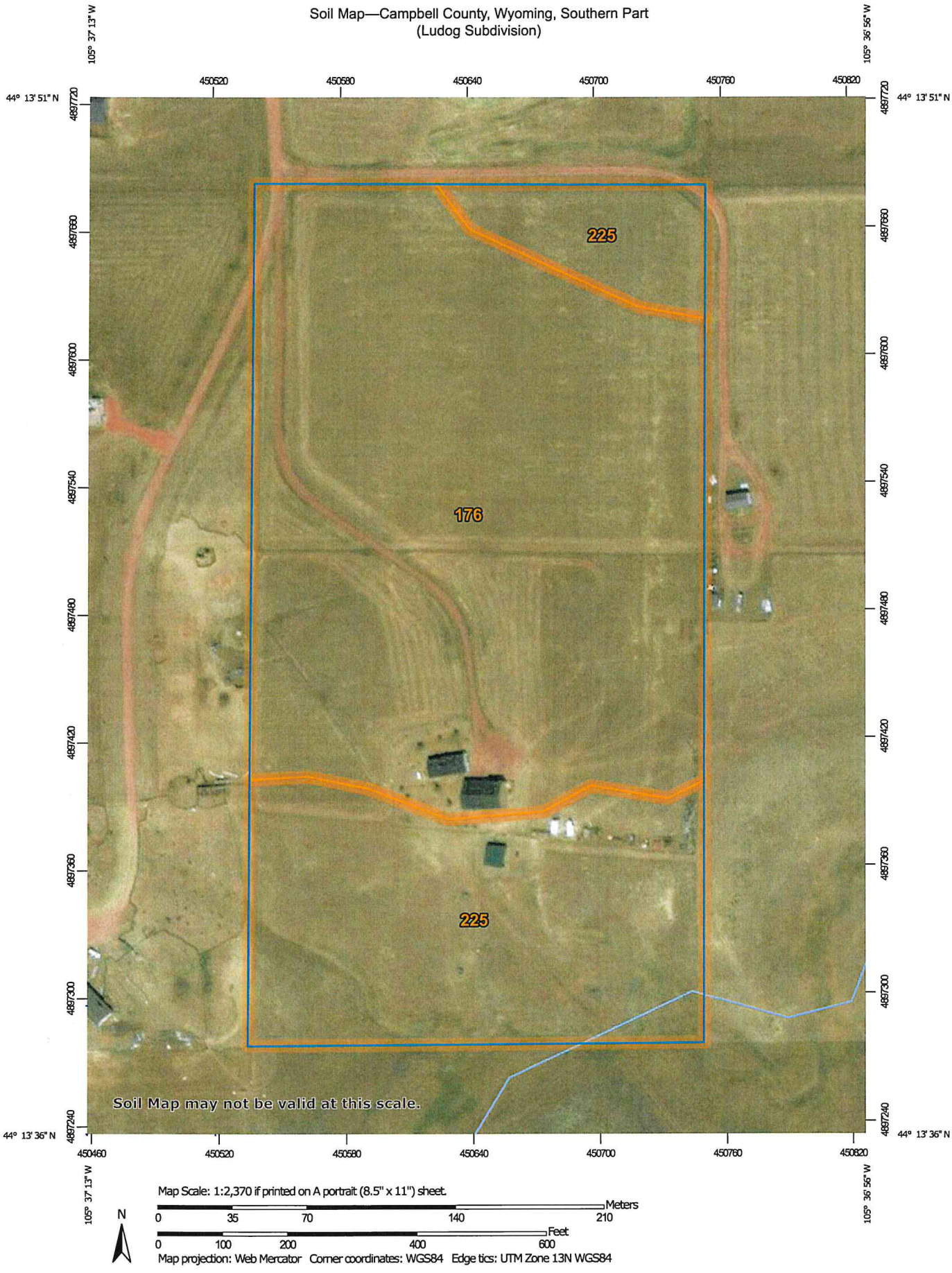
Robert P. Swanson, P.E.

RPS/rps
Attachments

NRCS Soil Map of Ludog Subdivision
NRCS Report for Dwellings With Basements
NRCS Report for Dwellings Without Basements
NRCS Report for Roads and Streets
NRCS Report for Shallow Excavations
NRCS Report for Corrosion of Steel
NRCS Report for Septic Tank Absorption Fields

NRCS Soil Map
of
Ludog Subdivision

Soil Map—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Soil Map---Campbell County, Wyoming, Southern Part
(Ludog Subdivision)

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Campbell County, Wyoming, Southern Part
Survey Area Data: Version 19, Sep 13, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 29, 2014—Mar 3, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
176	Leiter-Cromack clay loams, 3 to 15 percent slopes	14.0	65.1%
225	Ucross-Iwait-Fairburn loams, 3 to 30 percent slopes	7.5	34.9%
Totals for Area of Interest		**21.5**	**100.0%**

NRCS Report
for
Dwellings With Basements

Dwellings With Basements—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Dwellings With Basements—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- Very limited
- Somewhat limited
- Not limited
- Not rated or not available

Soil Rating Lines
- Very limited
- Somewhat limited
- Not limited
- Not rated or not available

Soil Rating Points
- Very limited
- Somewhat limited
- Not limited
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

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Please rely on the bar scale on each map sheet for map measurements.

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Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Campbell County, Wyoming, Southern Part
Survey Area Data: Version 19, Sep 13, 2021

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Date(s) aerial images were photographed: Jul 29, 2014—Mar 3, 2017

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Dwellings With Basements

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
176	Leiter-Cromack clay loams, 3 to 15 percent slopes	Very limited	Leiter (50%)	Shrink-swell (1.00)	14.0	65.1%
				Depth to soft bedrock (0.20)		
			Cromack (30%)	Shrink-swell (1.00)		
				Depth to soft bedrock (0.54)		
			Fairburn (5%)	Depth to soft bedrock (1.00)		
			Samsil (5%)	Depth to soft bedrock (1.00)		
225	Ucross-Iwait-Fairburn loams, 3 to 30 percent slopes	Very limited	Ucross (35%)	Slope (1.00)	7.5	34.9%
				Depth to soft bedrock (0.35)		
				Shrink-swell (0.08)		
			Fairburn (20%)	Depth to soft bedrock (1.00)		
				Slope (1.00)		
			Pitchdraw (5%)	Slope (1.00)		
				Depth to soft bedrock (0.35)		
			Cromack (5%)	Shrink-swell (1.00)		
				Slope (1.00)		
				Depth to soft bedrock (0.54)		
Totals for Area of Interest					**21.5**	**100.0%**

Rating	Acres in AOI	Percent of AOI
Very limited	21.5	100.0%
Totals for Area of Interest	**21.5**	**100.0%**

Description

Dwellings are single-family houses of three stories or less. For dwellings with basements, the foundation is assumed to consist of spread footings of reinforced concrete built on undisturbed soil at a depth of about 7 feet.

The ratings for dwellings are based on the soil properties that affect the capacity of the soil to support a load without movement and on the properties that affect excavation and construction costs. The properties that affect the load-supporting capacity include depth to a water table, ponding, flooding, subsidence, linear extensibility (shrink-swell potential), and compressibility. Compressibility is inferred from the Unified classification of the soil. The properties that affect the ease and amount of excavation include depth to a water table, ponding, flooding, slope, depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, and the amount and size of rock fragments.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

The map unit components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as listed for the map unit. The percent composition of each component in a particular map unit is presented to help the user better understand the percentage of each map unit that has the rating presented.

Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

NRCS Report
for
Dwellings Without Basements

Dwellings Without Basements—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Map Scale: 1:2,370 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 35 70 140 210

Feet: 0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84

Dwellings Without Basements—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Background
- Aerial Photography

Soils

Soil Rating Polygons
- Very limited
- Somewhat limited
- Not limited
- Not rated or not available

Soil Rating Lines
- Very limited
- Somewhat limited
- Not limited
- Not rated or not available

Soil Rating Points
- Very limited
- Somewhat limited
- Not limited
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

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Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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Soil Survey Area: Campbell County, Wyoming, Southern Part
Survey Area Data: Version 19, Sep 13, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 29, 2014—Mar 3, 2017

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Dwellings Without Basements

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
176	Leiter-Cromack clay loams, 3 to 15 percent slopes	Very limited	Leiter (50%)	Shrink-swell (1.00)	14.0	65.1%
			Cromack (30%)	Shrink-swell (1.00)		
225	Ucross-Iwait-Fairburn loams, 3 to 30 percent slopes	Very limited	Ucross (35%)	Slope (1.00)	7.5	34.9%
				Shrink-swell (0.08)		
			Fairburn (20%)	Slope (1.00)		
				Depth to soft bedrock (0.50)		
			Pitchdraw (5%)	Slope (1.00)		
			Cromack (5%)	Shrink-swell (1.00)		
				Slope (1.00)		
Totals for Area of Interest					**21.5**	**100.0%**

Rating	Acres in AOI	Percent of AOI
Very limited	21.5	100.0%
Totals for Area of Interest	**21.5**	**100.0%**

Description

Dwellings are single-family houses of three stories or less. For dwellings without basements, the foundation is assumed to consist of spread footings of reinforced concrete built on undisturbed soil at a depth of 2 feet or at the depth of maximum frost penetration, whichever is deeper.

The ratings for dwellings are based on the soil properties that affect the capacity of the soil to support a load without movement and on the properties that affect excavation and construction costs. The properties that affect the load-supporting capacity include depth to a water table, ponding, flooding, subsidence, linear extensibility (shrink-swell potential), and compressibility. Compressibility is inferred from the Unified classification of the soil. The properties that affect the ease and amount of excavation include depth to a water table, ponding, flooding, slope, depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, and the amount and size of rock fragments.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

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Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

NRCS Report
for
Roads and Streets

Local Roads and Streets—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Local Roads and Streets—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- Very limited
- Somewhat limited
- Not limited
- Not rated or not available

Soil Rating Lines
- Very limited
- Somewhat limited
- Not limited
- Not rated or not available

Soil Rating Points
- Very limited
- Somewhat limited
- Not limited
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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Soil Survey Area: Campbell County, Wyoming, Southern Part
Survey Area Data: Version 19, Sep 13, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 29, 2014—Mar 3, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Local Roads and Streets

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
176	Leiter-Cromack clay loams, 3 to 15 percent slopes	Very limited	Leiter (50%)	Shrink-swell (1.00)	14.0	65.1%
				Low strength (1.00)		
			Cromack (30%)	Shrink-swell (1.00)		
				Low strength (1.00)		
			Moorhead (5%)	Low strength (1.00)		
				Shrink-swell (1.00)		
			Samsil (5%)	Depth to soft bedrock (1.00)		
				Low strength (1.00)		
225	Ucross-Iwait-Fairburn loams, 3 to 30 percent slopes	Very limited	Ucross (35%)	Slope (1.00)	7.5	34.9%
				Low strength (0.56)		
				Frost action (0.50)		
				Shrink-swell (0.08)		
			Fairburn (20%)	Depth to soft bedrock (1.00)		
				Slope (1.00)		
				Frost action (0.50)		
				Low strength (0.22)		
			Pitchdraw (5%)	Slope (1.00)		
				Frost action (0.50)		
			Cromack (5%)	Shrink-swell (1.00)		
				Low strength (1.00)		
				Slope (1.00)		
Totals for Area of Interest					**21.5**	**100.0%**

Rating	Acres in AOI	Percent of AOI
Very limited	21.5	100.0%
Totals for Area of Interest	**21.5**	**100.0%**

Description

Local roads and streets have an all-weather surface and carry automobile and light truck traffic all year. They have a subgrade of cut or fill soil material; a base of gravel, crushed rock, or soil material stabilized by lime or cement; and a surface of flexible material (asphalt), rigid material (concrete), or gravel with a binder. The ratings are based on the soil properties that affect the ease of excavation and grading and the traffic-supporting capacity. The properties that affect the ease of excavation and grading are depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, depth to a water table, ponding, flooding, the amount of large stones, and slope. The properties that affect the traffic-supporting capacity are soil strength (as inferred from the AASHTO group index number), subsidence, linear extensibility (shrink-swell potential), the potential for frost action, depth to a water table, and ponding.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

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Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

NRCS Report
For
Shallow Excavations

Shallow Excavations—Campbell County, Wyoming, Southern Part



MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- Very limited
- Somewhat limited
- Not limited
- Not rated or not available

Soil Rating Lines
- Very limited
- Somewhat limited
- Not limited
- Not rated or not available

Soil Rating Points
- Very limited
- Somewhat limited
- Not limited
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Campbell County, Wyoming, Southern Part
Survey Area Data: Version 19, Sep 13, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 29, 2014—Mar 3, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Shallow Excavations

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
176	Leiter-Cromack clay loams, 3 to 15 percent slopes	Somewhat limited	Leiter (50%)	Dusty (0.26)	13.8	65.3%
				Depth to soft bedrock (0.20)		
				Too clayey (0.02)		
				Unstable excavation walls (0.01)		
			Cromack (30%)	Depth to soft bedrock (0.54)		
				Unstable excavation walls (0.51)		
				Dusty (0.25)		
				Too clayey (0.02)		
			Ucross (5%)	Depth to soft bedrock (0.35)		
				Dusty (0.22)		
				Unstable excavation walls (0.01)		
			Moorhead (5%)	Dusty (0.26)		
				Too clayey (0.02)		
				Unstable excavation walls (0.01)		
225	Ucross-Iwait-Fairburn loams, 3 to 30 percent slopes	Very limited	Ucross (35%)	Slope (1.00)	7.3	34.7%
				Depth to soft bedrock (0.35)		
				Dusty (0.24)		
				Unstable excavation walls (0.01)		
			Fairburn (20%)	Depth to soft bedrock (1.00)		
				Slope (1.00)		
				Dusty (0.24)		
				Unstable excavation walls (0.01)		
			Pitchdraw (5%)	Slope (1.00)		

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
				Depth to soft bedrock (0.35)		
				Unstable excavation walls (0.01)		
			Cromack (5%)	Slope (1.00)		
				Depth to soft bedrock (0.54)		
				Dusty (0.26)		
				Unstable excavation walls (0.14)		
				Too clayey (0.02)		
Totals for Area of Interest					**21.1**	**100.0%**

Rating	Acres in AOI	Percent of AOI
Somewhat limited	13.8	65.3%
Very limited	7.3	34.7%
Totals for Area of Interest	**21.1**	**100.0%**

Description

Shallow excavations are trenches or holes dug to a maximum depth of 5 or 6 feet for graves, utility lines, open ditches, or other purposes. The ratings are based on the soil properties that influence the ease of digging and the resistance to sloughing. Depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, the amount of large stones, and dense layers influence the ease of digging, filling, and compacting. Depth to the seasonal high water table, flooding, and ponding may restrict the period when excavations can be made. Slope influences the ease of using machinery. Soil texture, depth to the water table, and linear extensibility (shrink-swell potential) influence the resistance to sloughing.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

The map unit components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as listed for the map unit. The percent composition of each component in a particular map unit is presented to help the user better understand the percentage of each map unit that has the rating presented.

Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

NRCS Report
for
Steel Corrosion

Corrosion of Steel—Campbell County, Wyoming, Southern Part



MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Background
- Aerial Photography

Soils

Soil Rating Polygons
- High
- Moderate
- Low
- Not rated or not available

Soil Rating Lines
- High
- Moderate
- Low
- Not rated or not available

Soil Rating Points
- High
- Moderate
- Low
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

MAP INFORMATION

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Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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Date(s) aerial images were photographed: Jul 29, 2014—Mar 3, 2017

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Corrosion of Steel

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
176	Leiter-Cromack clay loams, 3 to 15 percent slopes	High	13.8	65.3%
225	Ucross-Iwait-Fairburn loams, 3 to 30 percent slopes	Moderate	7.3	34.7%
Totals for Area of Interest			**21.1**	**100.0%**

Description

"Risk of corrosion" pertains to potential soil-induced electrochemical or chemical action that corrodes or weakens uncoated steel. The rate of corrosion of uncoated steel is related to such factors as soil moisture, particle-size distribution, acidity, and electrical conductivity of the soil. Special site examination and design may be needed if the combination of factors results in a severe hazard of corrosion. The steel in installations that intersect soil boundaries or soil layers is more susceptible to corrosion than the steel in installations that are entirely within one kind of soil or within one soil layer.

The risk of corrosion is expressed as "low," "moderate," or "high."

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

NRCS Report
for
Septic Tank Absorption Fields

Septic Tank Absorption Fields—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Septic Tank Absorption Fields—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Background
- Aerial Photography

Soils

Soil Rating Polygons
- Very limited
- Somewhat limited
- Not limited
- Not rated or not available

Soil Rating Lines
- Very limited
- Somewhat limited
- Not limited
- Not rated or not available

Soil Rating Points
- Very limited
- Somewhat limited
- Not limited
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
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Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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Septic Tank Absorption Fields

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
176	Leiter-Cromack clay loams, 3 to 15 percent slopes	Very limited	Leiter (50%)	Depth to bedrock (1.00)	14.0	65.1%
				Slow water movement (1.00)		
			Cromack (30%)	Slow water movement (1.00)		
				Depth to bedrock (1.00)		
			Fairburn (5%)	Depth to bedrock (1.00)		
			Ucross (5%)	Depth to bedrock (1.00)		
				Slow water movement (0.47)		
			Moorhead (5%)	Slow water movement (1.00)		
			Samsil (5%)	Depth to bedrock (1.00)		
225	Ucross-Iwait-Fairburn loams, 3 to 30 percent slopes	Very limited	Ucross (35%)	Depth to bedrock (1.00)	7.5	34.9%
				Slope (1.00)		
				Slow water movement (0.47)		
			Fairburn (20%)	Depth to bedrock (1.00)		
				Slope (1.00)		
			Pitchdraw (5%)	Depth to bedrock (1.00)		
				Slope (1.00)		
			Elwop (5%)	Depth to bedrock (1.00)		
				Slow water movement (0.47)		
				Slope (0.04)		
			Cromack (5%)	Depth to bedrock (1.00)		

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
				Slow water movement (1.00)		
				Slope (1.00)		
Totals for Area of Interest					**21.5**	**100.0%**

Rating	Acres in AOI	Percent of AOI
Very limited	21.5	100.0%
Totals for Area of Interest	**21.5**	**100.0%**

Description

Septic tank absorption fields are areas in which effluent from a septic tank is distributed into the soil through subsurface tiles or perforated pipe. Only that part of the soil between depths of 24 and 60 inches is evaluated. The ratings are based on the soil properties that affect absorption of the effluent, construction and maintenance of the system, and public health. Saturated hydraulic conductivity (Ksat), depth to a water table, ponding, depth to bedrock or a cemented pan, and flooding affect absorption of the effluent. Stones and boulders, ice, and bedrock or a cemented pan interfere with installation. Subsidence interferes with installation and maintenance. Excessive slope may cause lateral seepage and surfacing of the effluent in downslope areas.

Some soils are underlain by loose sand and gravel or fractured bedrock at a depth of less than 4 feet below the distribution lines. In these soils the absorption field may not adequately filter the effluent, particularly when the system is new. As a result, the ground water may become contaminated.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

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Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

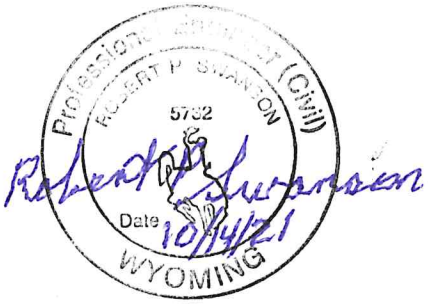
DRAINAGE REPORT
for
LUDOG SUBDIVISION

Project No. 213895.016

Prepared For:

Randy Wirfel
215 Overbrook Road
Gillette, WY 82718

October 2021



Prepared By:

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PURPOSE

The purpose of this study is to analyze and review the existing drainage in the vicinity of the Ludog Subdivision and to develop a plan for the proposed drainage system within the subdivision. The study addresses existing and developed peak runoff rates to develop a plan which will limit developed storm runoff rates to be similar to the historic runoff rates onto adjacent properties and drainage systems. It is not the intent of this subdivision to provide any detention above and beyond that which is required to maintain existing runoff rates from this subdivision or the upstream drainage basin.

LOCATION

Ludog Subdivision is located in the NW1/4, NE 1/4 of Section 15, Township 49 North, Range 73 West, Campbell County Wyoming. The site is located immediately south of the Overbrook Phase II Subdivision, and southwest of Stone Gate Estates IV. The subdivision is not located within the joint city/county planning district. The subdivision will have private driveways into each lot from a short extension of Overbrook Road. The site is bordered by non-subdivided rural residential property to the east, south and west and a residential suburban district on the North (Overbrook Phase II Subdivision).

DESCRIPTION OF PROPOSED LUDOG SUBDIVISION

The project will create three rural residential lots containing a total of 21.27 acres. The average lot size will be 6.8 acres. A shared common access road known as Overbrook Road (from Force Road) is extended into this subdivision to provide access to the lots within the subdivision.

The subdivision development will not require over-all subdivision grading to be done. All lots will have direct access to potential building sites without the necessity to cross any major drainage. Final grading of individual lots and building sites will be done by the owners of the lots as a part of individual lot development and construction of private driveways will be the responsibility of the individual lot owner at the time the lot is developed. No calculations were made to determine culvert requirements for the driveway crossing at the edge of Overbrook Road whereas the developed 25 year event peak flow is only 43.9 cfs and 67% of this flow is in the Donkey Creek triburary at the

south edge of the subdivision. It is recommended however that all culverts be 18" Ø smooth lined HDPE culverts to avoid potential corrosion and blockage from debris.

This site (subdivision) is currently undeveloped rangeland property. The NRCS soils classification of the catchment is 35% group C soil and 65% group D soil as shown in Appendix "D". The topography of the site consists of a ridge that runs southeast to northwest located approximately 150 feet south of and generally parallel to the common lot line between lots 2 and 3. The sloes away from this ridge flow to four outfall locations at the boundary of the subdivision, however all outfalls ultimately go to the same major drainage that that flows southeasterly from the southeast corner of the subdivision.

The first outfall location from sub-basin A is along the southerly boundary where overland flow enters a tributary of Donkey Creek. The second outfall is at the northwest corner of the subdivision (sub-basin B) where the flow from a shallow road ditch flows northerly along Overbrook Road. Flow from this ditch crosses under Overbrook Road north of the subdivision then southeastward to connect to the tributary of Donkey Creek east of the subdivision. There is also potential for overland flow during a major storm to flow north from sub-basin B toward the channel that the road ditch outlets too. There is a minor ridge that extends from the main ridge toward the northeast corner of the subdivision, creating sub-basin C which flows overland to the east. Sub-basin D is also located on the east side of the minor ridge and flows overland to the east towards a reservoir built in the Donkey Creek tributary. From the subdivision discharge points the drainage flow is generally easterly into a tributary of Donkey Creek. These drainage areas are shown on maps in Appendix "A".

There are four locations where storm water historically discharges out of this subdivision to adjacent properties. The developed subdivision area does not alter the size of the catchment or the outfall locations from the historic condition. The flow generated by upstream properties and by the subdivision will be conveyed by the existing natural drainage that has adequate capacity to carry the flow from a 25-year, 24-hour storm and the 100-year, 24-hour storm flow within the existing drainage channels through the subdivision.

The area of this subdivision is located outside the limits of the 500-year flood plain as per FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 56005C-1675D, dated January 2, 2008. This map shows the area to be in Zone X (Area determined to be outside the 0.2% annual chance floodplain).

There are no significant geologic features within the subdivision area.

DRAINAGE CRITERIA

The proposed drainage system for the Ludog Subdivision has been designed to meet or exceed those regulations outlined in the Campbell County Subdivision Regulations, Revised and Adopted July 7, 2021. The Rational Method of analysis was used to determine peak flow rates from this development. This analysis was made using 25-year, 24 hour and100-year, 24 hour design storm data. Time of concentration was calculated using the initial time and travel time equations in Section Three of the City of Gillette Storm Drainage Design Manual 2011. Hydrologic soil groups were determined from the Web Soil Survey on the Natural Resources Conservation Service (NRCS) website.

DRAINAGE BASIN

Ludog Subdivision is contained within a large drainage basin containing 56 acres above the discharge locations from the subdivision. For purposes of analysis this basin has been broken into 4 sub-basins to allow analysis of the peak flows at critical points within the subdivision. The flow to the subdivision from upstream sub-basins (shown on Appendix "A") will not be altered by this subdivision development and will remain the same as it currently exists, therefore the upstream catchments were analyzed only for the existing condition. Following is a description of each of the 4 catchments (sub-basins) used in this study:

The south sub-basin area (SB-A) contains 40.96 acres of agricultural/rural residential area. This sub-basin contains slopes from 3% to 8%. The upstream portion of this sub-basin contains 34.02 acres that flow in a natural channel through the southwest corner of

the subdivision then easterly along the south boundary of the subdivision. The ground cover in this area is native rangeland grassed areas. The only impervious ground cover is roof and driveway areas of developed homesites. The NRCS soil classifications of this catchment are 35% group C soil, and 65% group D soil as shown in Appendix "D". The flow path for water from this area to the proposed subdivision is overland flow to shallow swales and draws in the upper area of the sub-basin and natural channelized flow in the lower elevations. The outfall from this sub-basin is a tributary of Donkey Creek that flows east and north from the southeast corner of sub-basin A. It is not likely that any significant future development will occur within this sub-basin because of the land use and proximity to other developments.

The north catchment area (SB-B) contains 11.5 acres of rural residential use land and 0.7 acres of this catchment is off-site with overland flow from the off-site portion to the on-site portion of the catchment. This sub-basin contains slopes averaging 4% in the upper portion and 2% in the lower area of the catchment. Flow from approximately 20% of the sub-basin is intercepted by a road ditch that flows to the northwest corner and the remainder of the area flows overland to the north boundary of the sub-basin. The ground cover in this catchment is native rangeland grass. Approximately 2% of this catchment has impervious ground cover. The NRCS soil classifications of this catchment is mostly type D soil as shown in Appendix "D". The flow path for water through this area to the sub-basin outfall is overland flow to shallow swales and road ditches and then flows north.

The northeasterly catchment area (SB-C) contains 1.5 acres of rural residential district. All of this catchment is contained within the boundary of the subdivision. This catchment contains slopes averaging 1.2% toward the east boundary of the catchment. The ground cover in this catchment is native rangeland grass. Less than 10% of this catchment will be impervious ground cover after development. The NRCS soil classification of this catchment is group D soil as shown in Appendix "D". The flow path for water through this area to the catchment outfall location is overland flow toward the Donkey Creek Tributary located east of this subdivision.

The fourth catchment (SB-D) is located entirely within the subdivision and contains 1.7 acres. This catchment contains slopes up to 3.2%. The ground cover in this catchment

is open rangeland and a portion of a home site with approximately 10% existing impervious ground cover. The impervious ground cover is not anticipated to change after development. The NRCS soils classification of the subdivision catchment is group D soil as shown in Appendix "D". The flow path for water through this area to the catchment outfall location is overland flow to the outfall at the east edge of the subdivision then to a reservoir on the Donkey Creek tributary.

A summary of the catchment characteristics and peak runoff rates for each storm event is included in Appendix "B" of this report. Section 3.3.1 of the City of Gillette Storm Drainage Design Manual was used to determine the time of concentration of each of the drainage catchments as shown in Appendix "C". The existing characteristics of the catchment were used to determine the historic runoff from the basin. If changes are made in the off-site areas, this will increase potential runoff from that area and it will be the responsibility of the developers of that property to maintain peak runoff to less than or equal to the existing runoff that flows to the subdivision.

PROPOSED DRAINAGE SYSTEM

The proposed Ludog Subdivision does not significantly affect the flow from the existing drainage basin. An analysis of historic and developed hydrologic characteristics of the overall drainage basin were made to determine the maximum impact on the peak runoff from the area. The calculated peak flow from the overall drainage basin after development is only 44.2 cfs during a 25-year 24-hour storm and 79.8 cfs during a 100-year 24-hour storm. This is an increase in peak flow due to the development of Ludog Subdivision of only 0.3 cfs (0.7%) during a 25-year 24-hour storm and 3.6 cfs (4.5%) during a 100-year 24-hour storm. The impervious areas within the subdivision will produce higher runoff than the existing surface however due to the proximity of these areas to the outfall locations, this flow will be downstream of the outfall before the peak flow from the off-site basins reaches the subdivision. The impervious areas are also not considered to be directly connected to the main flow channels and the majority of the flow from the impervious areas will be absorbed prior to reaching the main drainage channels.

Since total change in flow at the outfall locations is so small and the depth of flow is virtually immeasurable; I hereby recommend that no detention be required for the Ludog Subdivision to attenuate the design storms.

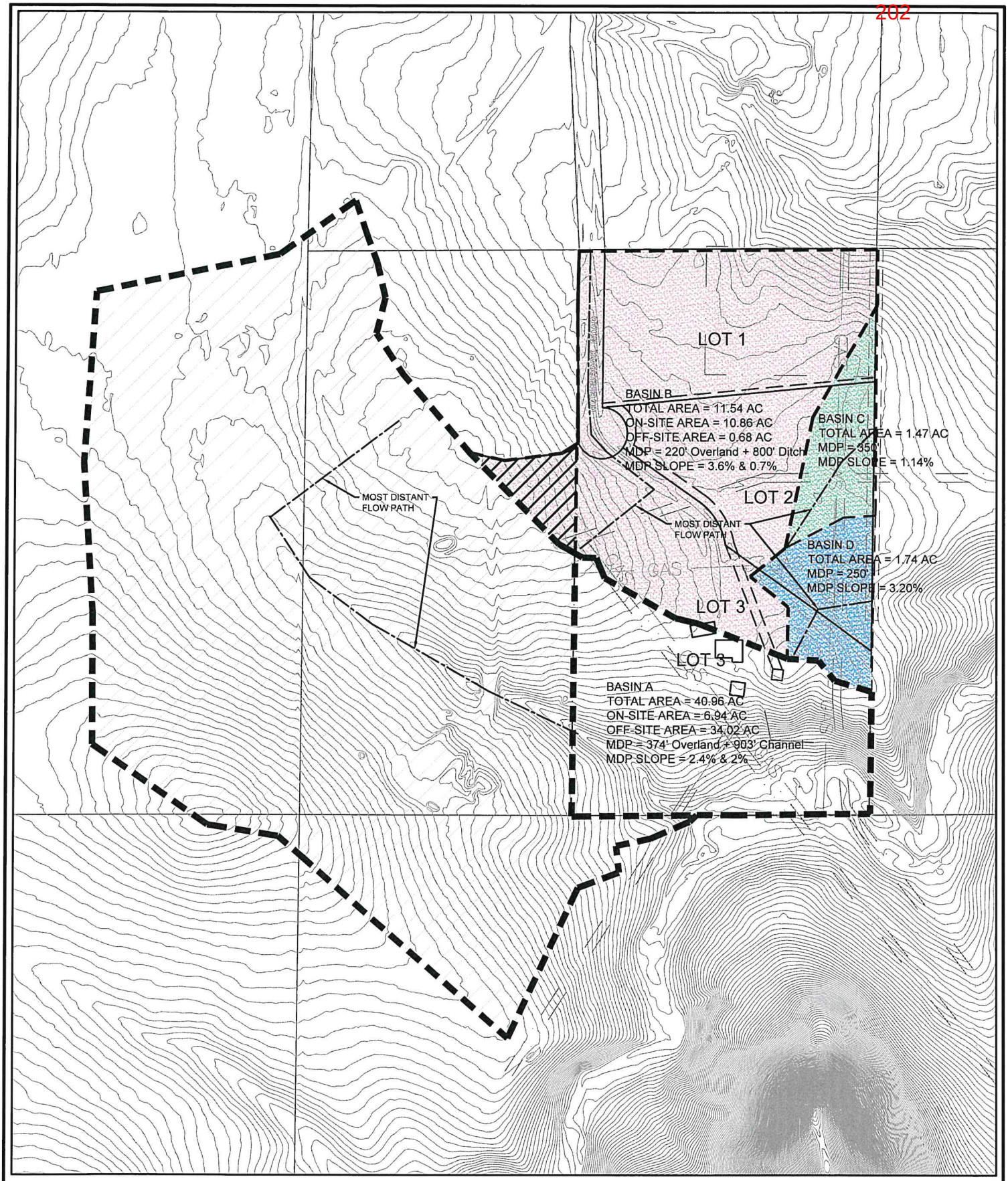
SUMMARY

As described above, the Ludog Subdivision has historically drained to four (4) outfall locations. The same outfall locations will be maintained and used as the outfall locations for the developed subdivision. The management facilities will consist of ditches along private driveways, overland flow similar to the historic flow patterns of the area and the existing drainage ways to convey the 25-year and 100-year storm flow from the off-site basins located upstream of the subdivision, through the subdivision in the location of the historic flow channel to the outfall locations. No detention facilities are recommended in this subdivision due to the small amount of change to the flow from the overall drainage basin.

This drainage plan meets the requirements of the State, County, and local drainage regulations. Refer to the appendix for exhibits, calculations, and supplemental information.

APPENDIX A

DRAINAGE BASIN MAP



SCALE:	1" = 300'
Design by:	RPS 10/14/21
Drawn by:	RPS 10/14/21
Revised:	
Revised:	
PCA Project Number:	213895.016

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Prepared for: **RANDY WIRFEL**
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82718

LUDOG SUBDIVISION
DRAINAGE BASIN MAP

1/1

APPENDIX B

RATIONAL METHOD
PEAK RUNOFF RATE
CALCULATIONS

RATIONAL METHOD

"x" Values inserted by designer

"y" Values calculated by spreadsheet

Q = CIA

C_{25}= 25-year Runoff Coefficient (Table 3-3, COG SDDM)

I_{25}= 25-year Runoff Coefficient (Table 2-4, COG SDDM)

A= Area of sub-basin

C_{100}= 100-year Runoff Coefficient (Table 3-3, COG SDDM)

I_{100}= 100-year Runoff Coefficient (Table 2-4, COG SDDM)

A= Area of sub-basin

Input: **MAXIMUM FLOW IN CFS FROM EXISTING SUB-BASIN A (OFF-SITE)**

	C_{25}=	0.37	C soil 2% Impervious	C_{100}=	0.5	
	I_{25}=	1.91	Inches T_c = 55.9 min.	I_{100}=	2.46	Inches
	A=	34	Acres	A=	34	Acres
Results:	Q_{25}=	24.0	CFS	Q_{100}=	41.8	CFS

Input: **MAXIMUM FLOW IN CFS FROM EXISTING SUB-BASIN A (ON-SITE)**

	C_{25}=	0.39	C soil 5% Impervious	C_{100}=	0.52	
	I_{25}=	4.44	Inches T_c = 12.5 min.	I_{100}=	5.72	Inches
	A=	3.2	Acres	A=	3.2	Acres
Results:	Q_{25}=	5.5	CFS	Q_{100}=	9.5	CFS

Input: **MAXIMUM FLOW IN CFS FROM DEVELOPED SUB-BASIN A (ON-SITE)**

	C_{25}=	0.39	C soil 5% Impervious	C_{100}=	0.52	
	I_{25}=	4.44	Inches T_c = 12.5 min.	I_{100}=	5.72	Inches
	A=	3.2	Acres	A=	3.2	Acres
Results:	Q_{25}=	5.5	CFS	Q_{100}=	9.5	CFS

Input: **MAXIMUM FLOW IN CFS FROM EXISTING SUB-BASIN B (ON-SITE + OFF-SITE)**

	C_{25}=	0.37	C/D soil 2% Impervious	C_{100}=	0.5	
	I_{25}=	2.35	Inches T_c = 40.5 min.	I_{100}=	3.03	Inches
	A=	11.5	Acres	A=	11.5	Acres
Results:	Q_{25}=	10.0	CFS	Q_{100}=	17.4	CFS

Input: **MAXIMUM FLOW IN CFS FROM DEVELOPED SUB-BASIN B (ON-SITE + OFF-SITE)**

	C_{25}=	0.37	C/D soil 2% Impervious	C_{100}=	0.5	
	I_{25}=	2.36	Inches T_c = 40.2 min.	I_{100}=	3.61	Inches
	A=	11.5	Acres	A=	11.5	Acres
Results:	Q_{25}=	10.0	CFS	Q_{100}=	20.8	CFS

Input: **MAXIMUM FLOW IN CFS FROM EXISTING SUB-BASIN C (ON-SITE)**

	C_{25}=	0.37	C/D soil 2% Impervious	C_{100}=	0.5	
	I_{25}=	2.8	Inches T_c = 30.3 min.	I_{100}=	3.61	Inches
	A=	1.5	Acres	A=	1.5	Acres
Results:	Q_{25}=	1.6	CFS	Q_{100}=	2.7	CFS

Input: **MAXIMUM FLOW IN CFS FROM DEVELOPED SUB-BASIN C (ON-SITE)**

	C_{25}=	0.41	C/D soil 10% Impervious	C_{100}=	0.53	
	I_{25}=	2.92	Inches T_c = 28.7 min.	I_{100}=	3.77	Inches
	A=	1.5	Acres	A=	1.5	Acres
Results:	Q_{25}=	1.8	CFS	Q_{100}=	3.0	CFS

Input: **MAXIMUM FLOW IN CFS FROM EXISTING SUB-BASIN D (ON-SITE)**

	C_{25}=	0.41	D soil 10% Impervious	C_{100}=	0.53	
	I_{25}=	3.82	Inches T_c = 17.3 min.	I_{100}=	4.91	Inches
	A=	1.8	Acres	A=	1.8	Acres
Results:	Q_{25}=	2.8	CFS	Q_{100}=	4.7	CFS

Input: **MAXIMUM FLOW IN CFS FROM DEVELOPED SUB-BASIN D (ON-SITE)**

	C_{25}=	0.41	D soil 10% Impervious	C_{100}=	0.53	
	I_{25}=	3.82	Inches T_c = 17.3 min.	I_{100}=	4.91	Inches
	A=	1.8	Acres	A=	1.8	Acres
Results:	Q_{25}=	2.8	CFS	Q_{100}=	4.7	CFS

COMPARRISON OF EXISTING TO DEVELOPED DURING 25 YEAR STORM

Sub-basin	Existing Peak	Developed Peak	Increased Peak Flow
A (off-site)	24.0	24.0	0.0
A (on-site)	5.5	5.5	0.0
B	10.0	10.0	0.0
C	1.6	1.8	0.2
D	2.8	2.8	0.0
TOTAL 25 YR	43.9	44.2	0.3

COMPARRISON OF EXISTING TO DEVELOPED DURING 100 YEAR STORM

Sub-basin	Existing Peak	Developed Peak	Increased Peak Flow
A (off-site)	41.8	41.8	0.0
A (on-site)	9.5	9.5	0.0
B	17.4	20.8	3.3
C	2.7	3.0	0.3
D	4.7	4.7	0.0
TOTAL 100 YR	76.2	79.8	3.6

APPENDIX C

TIME OF CONCENTRATION SPREADSHEETS

SB - A (Existing Off-site Tc)

"X" Values inserted by designer

"Y" Values calculated by spreadsheet

Overland Flow Time

t_i= 1.8(1.1-C_5)$L_O^{1/2}/S^{1/3}$ (equation 3.3, COG SDDM)

C_5= 5-year Runoff Coefficient (Table 3-3, COG SDDM)

L_O= Length of Overland Flow, (ft,300-ft maximum)

S= Average Watershed Slope (%)

Input:

C_5= 0.16 C/D soil 2% impervious

L_O= 374 ft

S= 2.41 %

Results: t_i= 24.5 min

Channel Flow Time

V= $C_V S_W^{1/2}$ (equation 3.4, COG SDDM)

C_V= Conveyance coefficent (Table 3-4, COG SDDM)

S_W= Watercourse slope (ft/ft)

L= Length

Input:	C_V=	7	(See Table 3-4, COG SDDM)	7
	S_W=	0.02	ft/ft	0.015402844
	L=	903	ft	844
Results:	V=	1.0	fps	0.9
	t_t=	15.2	min	16.2

Total Time of Concentration

t_c= t_i+t_t (equation 3.2, COG SDDM)

t_i= 24.5 min t_t= 31.4 min

t_c= 55.9 min (by equation 3.2, COG SDDM)

SB - A (Existing Off-site Tc)

t_c= 55.9 min

SB - A (Existing On-site Tc)

"X" Values inserted by designer

"Y" Values calculated by spreadsheet

Overland Flow Time

t_i= $1.8(1.1-C_5)L_O^{1/2}/S^{1/3}$ (equation 3.3, COG SDDM)

C_5= 5-year Runoff Coefficient (Table 3-3, COG SDDM)

L_O= Length of Overland Flow, (ft,300-ft maximum)

S= Average Watershed Slope (%)

Input:

C_5=	0.18		C soil 5% impervious
L_O=	230	ft	
S=	8.26	%	

Results: t_i= 12.5 min

Channel Flow Time

V= $C_V S_W^{1/2}$ (equation 3.4, COG SDDM)

C_V= Conveyance coefficent (Table 3-4, COG SDDM)

S_W= Watercourse slope (ft/ft)

L= Length

Input:

C_V=	0	(See Table 3-4, COG SDDM)	
S_W=	0	ft/ft	
L=	0	ft	

Results:

V=	0.0	fps
t_t=	####	min

Total Time of Concentration

t_c= t_i+t_t (equation 3.2, COG SDDM)

t_i=	12.5	min
t_c=	13	min (by equation 3.2, COG SDDM)

SB - A (Existing On-site Tc)

t_c= 13 min

SB - B Existing Tc

"X" Values inserted by designer

"Y" Values calculated by spreadsheet

Overland Flow Time

t_i= 1.8(1.1-C_5)$L_O^{1/2}$/$S^{1/3}$ (equation 3.3, COG SDDM)

C_5= 5-year Runoff Coefficient (Table 3-3, COG SDDM)

L_O= Length of Overland Flow, (ft, 300-ft maximum)

S= Average Watershed Slope (%)

Input:

C_5= 0.16 C & D Soil 2% Impervious

L_O= 220 ft

S= 3.6 %

Results: t_i= 16.4 min

Channel Flow Time

V= $C_V S_W^{1/2}$ (equation 3.4, COG SDDM)

C_V= Conveyance coefficent (Table 3-4, COG SDDM)

S_W= Watercourse slope (ft/ft)

L= Length

Input: C_V= 7 (See Table 3-4, COG SDDM)

S_W= 0.01 ft/ft

L= 800 ft

Results: V= 0.6 fps

t_t= 24.1 min

Total Time of Concentration

t_c= t_i+t_t (equation 3.2, COG SDDM)

t_i= 16.4 min

t_c= 41 min (by equation 3.2, COG SDDM)

SB - B Existing Tc

t_c= 40.5 min

SB - C EXISTING Tc

"X" Values inserted by designer

"Y" Values calculated by spreadsheet

Overland Flow Time

t_i= 1.8(1.1-C_5)$L_O^{1/2}$/$S^{1/3}$ (equation 3.3, COG SDDM)

C_5= 5-year Runoff Coefficient (Table 3-3, COG SDDM)

L_O= Length of Overland Flow, (ft, 500-ft maximum)

S= Average Watershed Slope (%)

Input:

C_5= 0.16 D soil 2% Impervious

L_O= 350 ft

S= 1.1429 %

Results: t_i= 30.3 min

Channel Flow Time

V= $C_V S_W^{1/2}$ (equation 3.4, COG SDDM)

C_V= Conveyance coefficent (Table 3-4, COG SDDM)

S_W= Watercourse slope (ft/ft)

L= Length

Input:

C_V= 0 (See Table 3-4, COG SDDM)

S_W= 0 ft/ft

L= 0 ft

Results:

V= 0.0 fps

t_t= #DIV/0! min

Total Time of Concentration

t_c= t_i+t_t (equation 3.2, COG SDDM)

t_i= 30.3 min

t_c= 30 min (by equation 3.2, COG SDDM)

SB - C EXISTING Tc

t_c= 30.3 min

SB - D Existing Tc

"X" Values inserted by designer

"Y" Values calculated by spreadsheet

Overland Flow Time

t_i= $1.8(1.1-C_5)L_O^{1/2}/S^{1/3}$ (equation 3.3, COG SDDM)

C_5= 5-year Runoff Coefficient (Table 3-3, COG SDDM)

L_O= Length of Overland Flow, (ft, 500-ft maximum)

S= Average Watershed Slope (%)

Input:

C_5= 0.21 D soil 10% Impervious

L_O= 250 ft

S= 3.2 %

Results: t_i= 17.3 min

Channel Flow Time

V= $C_V S_W^{1/2}$ (equation 3.4, COG SDDM)

C_V= Conveyance coefficent (Table 3-4, COG SDDM)

S_W= Watercourse slope (ft/ft)

L= Length

Input:

C_V= 0 (See Table 3-4, COG SDDM)

S_W= 0 ft/ft

L= 0 ft

Results:

V= 0.0 fps

t_t= 0.0 min

Total Time of Concentration

t_c= t_i+t_t (equation 3.2, COG SDDM)

t_i= 17.3 min

t_c= 17 min (by equation 3.2, COG SDDM)

SB - D Existing Tc

t_c= 17.3 min

SB - A (Developed On-site Tc)

"X" Values inserted by designer

"Y" Values calculated by spreadsheet

Overland Flow Time

t_i= $1.8(1.1-C_5)L_O^{1/2}/S^{1/3}$ (equation 3.3, COG SDDM)

C_5= 5-year Runoff Coefficient (Table 3-3, COG SDDM)

L_O= Length of Overland Flow, (ft,300-ft maximum)

S= Average Watershed Slope (%)

Input:

C_5= 0.18 C soil 5% impervious

L_O= 230 ft

S= 8.26 %

Results: t_i= 12.5 min

Channel Flow Time

V= $C_V S_W^{1/2}$ (equation 3.4, COG SDDM)

C_V= Conveyance coefficent (Table 3-4, COG SDDM)

S_W= Watercourse slope (ft/ft)

L= Length

Input:

C_V= 0 (See Table 3-4, COG SDDM)

S_W= 0 ft/ft

L= 0 ft

Results:

V= 0.0 fps

t_t= 0.0 min

Total Time of Concentration

t_c= t_i+t_t (equation 3.2, COG SDDM)

t_i= 12.5 min

t_c= 13 min (by equation 3.2, COG SDDM)

SB - A (Developed On-site Tc)

t_c= 13 min

SB - B Developed Tc

"X" Values inserted by designer

"Y" Values calculated by spreadsheet

Overland Flow Time

t_i= $1.8(1.1-C_5)L_O^{1/2}/S^{1/3}$ (equation 3.3, COG SDDM)

C_5= 5-year Runoff Coefficient (Table 3-3, COG SDDM)

L_O= Length of Overland Flow, (ft, 300-ft maximum)

S= Average Watershed Slope (%)

Input:

C_5= 0.18 C & D Soil 5% Impervious

L_O= 220 ft

S= 3.6 %

Results: t_i= 16.1 min

Channel Flow Time

V= $C_V S_W^{1/2}$ (equation 3.4, COG SDDM)

C_V= Conveyance coefficent (Table 3-4, COG SDDM)

S_W= Watercourse slope (ft/ft)

L= Length

Input:

C_V= 7 (See Table 3-4, COG SDDM)

S_W= 0.01 ft/ft

L= 800 ft

Results:

V= 0.6 fps

t_t= 24.1 min

Total Time of Concentration

t_c= t_i+t_t (equation 3.2, COG SDDM)

t_i= 16.1 min

t_c= 40 min (by equation 3.2, COG SDDM)

SB - B Developed Tc

t_c= 40.2 min

SB - C DEVELOPED Tc

"X" Values inserted by designer

"Y" Values calculated by spreadsheet

Overland Flow Time

t_i= 1.8(1.1-C_5)$L_O^{1/2}$/$S^{1/3}$ (equation 3.3, COG SDDM)

C_5= 5-year Runoff Coefficient (Table 3-3, COG SDDM)

L_O= Length of Overland Flow, (ft, 500-ft maximum)

S= Average Watershed Slope (%)

Input:

C_5=	0.21		D soil 10% Impervious
L_O=	350	ft	
S=	1.1429	%	

Results: t_i= 28.7 min

Channel Flow Time

V= $C_V S_W^{1/2}$ (equation 3.4, COG SDDM)

C_V= Conveyance coefficent (Table 3-4, COG SDDM)

S_W= Watercourse slope (ft/ft)

L= Length

Input:

C_V=	0		(See Table 3-4, COG SDDM)
S_W=	0	ft/ft	
L=	0	ft	

Results:

V=	0.0	fps
t_t=	#DIV/0!	min

Total Time of Concentration

t_c= t_i+t_t (equation 3.2, COG SDDM)

t_i=	28.7	min
t_c=	29	min (by equation 3.2, COG SDDM)

SB - C DEVELOPED Tc

t_c= 28.7 min

SB - D Developed Tc

"X" Values inserted by designer

"Y" Values calculated by spreadsheet

Overland Flow Time

t_i= $1.8(1.1-C_5)L_O^{1/2}/S^{1/3}$ (equation 3.3, COG SDDM)

C_5= 5-year Runoff Coefficient (Table 3-3, COG SDDM)

L_O= Length of Overland Flow, (ft, 500-ft maximum)

S= Average Watershed Slope (%)

Input:

C_5= 0.21 D soil 10% Impervious

L_O= 250 ft

S= 3.2 %

Results: t_i= 17.3 min

Channel Flow Time

V= $C_V S_W^{1/2}$ (equation 3.4, COG SDDM)

C_V= Conveyance coefficent (Table 3-4, COG SDDM)

S_W= Watercourse slope (ft/ft)

L= Length

Input:

C_V= 0 (See Table 3-4, COG SDDM)

S_W= 0 ft/ft

L= 0 ft

Results:

V= 0.0 fps

t_t= 0.0 min

Total Time of Concentration

t_c= t_i+t_t (equation 3.2, COG SDDM)

t_i= 17.3 min

t_c= 17 min (by equation 3.2, COG SDDM)

SB - D Developed Tc

t_c= 17.3 min

APPENDIX D

HYDROLOGIC SOIL GROUP MAP

Hydrologic Soil Group—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Hydrologic Soil Group—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Lines
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Points
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Campbell County, Wyoming, Southern Part
Survey Area Data: Version 19, Sep 13, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 29, 2014—Mar 3, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
176	Leiter-Cromack clay loams, 3 to 15 percent slopes	D	14.0	65.1%
225	Ucross-Iwait-Fairburn loams, 3 to 30 percent slopes	C	7.5	34.9%
Totals for Area of Interest			**21.5**	**100.0%**

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

The following page(s) contain the backup material for Agenda Item: 10:00 Sunshine Simple Subdivision Request

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

Campbell County
wyoming

Memorandum Department of Public Works

TO: Campbell County Board of Commissioners

FROM: Sam Proffer, Planner and Zoning Administrator

DATE: June 7th, 2022

SUBJECT: Sunshine Real Properties LLC Simple Subdivision Request

Case Number: 22.03.CRSD

Summary:

The applicant has proposed to subdivide a 40.566-acre tract of land into two parcels: Parcel 1 (northerly parcel) to be 20.293 acres and Parcel 2 (southerly parcel) to be 20.273 acres. The Simple Subdivision proposal meets all minimum requirements of Campbell County Chapter 6 Subdivision Regulations. The parcel is unzoned; no zoning was requested, and none is required.

Staff received comments from neighboring properties with concerns about additional water wells in the area and potential use and maintenance of an access easement bordering Parcel 2 known as Coal Dust Road.

At the May 19th, 2022, Planning Commission meeting, staff addressed those comments. Staff advised those that had concerns that permitting of wells falls under the purview of the State Engineers' office. Staff also advised that what is known as Coal Dust Road is an easement (not dedicated right of way) that crosses the subject property (see pages 23-29 of Exhibit 'B', attached). Therefore, any maintenance issues would have to be worked out between property owners using the easement.

Planning Commission Recommendation:

On Thursday May 19th, 2022, the Planning Commission unanimously approved the Sunshine Real Properties Simple Subdivision as requested by the applicant.

Exhibits:

- Exhibit ‘A’ May 19th, 2022, Planning Commission Minutes
- Exhibit ‘B’ May 19th, 2022, Planning Commission Case Sheet

Staff Recommendation:

Staff recommends approval of the Sunshine Real Properties Simple Subdivision request, Case Number 22.03.CRSD.

MEMBERS PRESENT

Kurt Siebenaler, Vice Chairman
Bob Jordan, Member
Harry Averett, Member
Anna Land, Member

MEMBERS ABSENT

Todd Hildebrand, Chairman

STAFF MEMBERS PRESENT

Sam Proffer, Planner and Zoning Administrator
Clark Melinkovich, Senior Engineer & County Recorder

The meeting was brought to order at 7:00 p.m. by Vice-Chairman Siebenaler. He thanked the public for attending and reminded them of how to address their comments to the Commission.

Approval of Minutes:

Vice-Chairman Siebenaler asked if the Commissioners had read the March 17th, 2022, meeting minutes and asked if there were any changes or corrections that needed to be made. All affirmed that they had read the minutes and no changes were needed.

Vice-Chairman Siebenaler asked for a motion to approve the March 17th, 2022, minutes as submitted. Commissioner Jordan moved to approve, and Commissioner Averett seconded.

All voted aye. Motion carried.

Public Hearings:

Case No. 22.01.SUTP the Schatz Temporary Use Permit Request

Vice-Chairman Siebenaler asked Planner and Zoning Administrator Proffer to present the case.

Mr. Proffer presented the case beginning by explaining that the applicant lived in a zoned subdivision that allowed only one single-family home per lot, and that the applicant was requesting to receive permission to live in his existing manufactured home while he built a new ‘shop/home’.

Per the applicant’s submittal, his long-range goal is to build the shop/home and then remove the manufactured home, and then at some point in the future propose to build his main home while living in his shop/home, and upon completion of that project, revert to just having his main home and converting the shop/home to simply a shop/garage.

Mr. Proffer went on to explain that Temporary Use Permits (TUP's) are usually handled at the staff level, but because of the long-term nature of this request it was being presented to the Planning Commission. Mr. Proffer advised the Commission that the applicant had been informed that the TUP was valid for only one year. The TUP would be issued at the same time his Building Permit is issued, and that the shop/home must be completed, and the manufactured home removed within that timeframe. It was also noted that there were no objections to the request from any of the neighboring properties.

Vice-Chairman Siebenaler requested that the applicant remove the existing infrastructure such as electrical pedestals, sewer/water hook-ups, etc., from the property once the manufactured home was removed. Mr. Proffer asked for clarification if the Commission wanted the applicant to remove the equipment even if he planned on using it for his future home.

Vice-Chairman Siebenaler clarified that if the home would be built in a different location, then the infrastructure must be removed. If the home would be built in the same location, staff could use their judgement, but the end goal was to prevent the possibility of a second manufactured home being place back on the property. Mr. Proffer stated that the Planning and Building department would make those conditions as a part of the Building Permit and advise the Commission at a future meeting.

Vice-Chairman Siebenaler opened the floor for comments. No one stepped forward to comment.

After determining that there were no more comments or discussion, Vice-Chairman Siebenaler asked for a motion to approve the Temporary Use Request as requested by the applicant. Commissioner Averett made a motion to approve and was seconded by Commissioner Jordan.

Vice-Chairman Siebenaler asked for a voice vote by the commissioners.

All voted aye:

Motion passed.

Case No. 22.03.CRSD Sunshine Real Properties Simple Subdivision

Vice-Chairman Siebenaler asked Planner and Zoning Administrator Proffer to present the case.

Mr. Proffer presented the case by explaining that the location was outside of the Joint Planning Boundary, and therefore was not subject to any zoning requirements. Mr. Proffer then went on to state that the land was owned free of liens, and that it met all the

minimum size, access, and Comprehensive Plan standards. He also went on to discuss how Coal Dust Road that borders the land is not Public Right of Way, but is an easement that crosses the applicants land, with the understanding that the Graceland Improvement and Service District has been maintaining the road.

There was some discussion with the Commission regarding maintenance of the road, but it was concluded that there would be no requirements to form a road maintenance agreement or similar since adequate access is off County maintained Fairview Road.

After some discussion, Vice-chair Siebenaler opened the floor for public comment.

Mr. Keith (Smokey) Farmer, address 37 Khadafy Skoal, approached the Commission. Mr. Farmer explained his concerns about multiple home being built at the site, and concerns about additional wells being drilled that could impact his well.

Senior County Engineer and Recorder Clark Melinkovich explained how wells were not governed by the County but by the State Engineers office. Mr. Melinkovich went on to explain the basic processes and functions of how the State administered well drilling permits. He also discussed how the number of homes that could be built was limited by the number of septic systems that could be placed at the location. Mr. Melinkovich asked Mr. Proffer if he had anything to add.

Mr. Proffer stated that the location was unzoned, so there were no restrictions on number of homes based on any regulations but affirmed Mr. Melinkovich' s explanation.

There was additional general discussion, but no additional concerns were brought out.

Ms. Audrey Henaghan, address 45 Coal Dust Road, approached the Commission. Ms. Henaghan stated the same concerns as Mr. Farmer. Ms. Henaghan had additional concerns about homes and septic systems being installed without County inspections, etc. Staff advised Ms. Henaghan that while that was always a possibility, County staff would eventually be involved because Powder Rive Energy does not install electrical service without County approval. There was general discussion on the topics of wells, septic systems, and home development.

There was general discussion between Ms. Henaghan, Mr. Farmer, and the Commission about maintenance of Coal Dust Road. After some discussion, there was no definitive course of action, but the Commission encouraged the surrounding property owners to reach out to the developer to try and work out ways to share the expense.

With no further discussion, Vice-Chairman Siebenaler entertained a motion. Commissioner Jordan made a motion to approve the Simple Subdivision request. Commissioner Averett seconded.

Senior Engineer Melinkovich polled the commissioners.

Voting was as follows:

Commissioner Averett:	Yes
Commissioner Jordan:	Yes
Commissioner Land:	Yes
Vice-Chairman Siebenaler:	Yes

Motion passed 4-0.

New Business:

None

Old Business:

None

Vice-Chairman Siebenaler asked if there were any other items to discuss.

There was no further official business discussed.

Adjournment: meeting was adjourned at 7:45 pm

_____
Kurt Siebenaler, Vice-Chairman

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

ENCLOSURE 2

22.03.CRSD
SUNSHINE REAL PROPERTIES LLC
SIMPLE SUBDIVISION

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

Campbell County
wyoming

Sunshine Real Properties, LLC
Simple Subdivision Request

May 19th, 2022

Planning Commission Meeting	**Board of Commissioners Meeting**
May 19th, 2022,	TBD

Applicant: Mr. Scott Brady, Sunshine Real Properties LLC **Case Number:** 22.03.CRSD

Agent: Sheila Slocum, PCA Engineering

Summary: The applicant proposes to subdivide a 40.566-acre tract of land into two parcels: Parcel 1 (northerly parcel) to be 20.293 acres and Parcel 2 (southerly parcel) to be 20.273 acres.

Legal Description: The NE1/4 NE1/4 of Section 23, T49N, R71W of the 6th P.M.

Location: The proposed subdivision is located off Fairview Road at the intersection of Fairview Road and Coal Dust Road adjacent to the Rodeo Flats Subdivision.

Current Zoning: Unzoned

Proposed Zoning: None

Existing Land Use: Mixed use of large acreage residential and agricultural

Adjacent Land Use: North: Residential/Agricultural Unzoned
South: Agricultural Unzoned
East: Residential/Agricultural Unzoned
West: Residential/Agricultural Unzoned

Findings of Fact:

The proposed subdivision meets all the following Campbell County Chapter 6 Subdivision Regulations Section 6.8 for Simple Subdivision requirements.

- **Zoning:** The area is not within the Gillette Joint Planning Boundary Area; therefore, no zoning is required.
- **Lot size:** The Subdivision meets the minimum size standards of a parcel at least 35 acres in size being split into 2 parcels, neither less than 10 acres.
- **Access:** Recorded access easements of at least 40' in width leading to a publicly dedicated right of way are provided for both lots.
- **Compatibility:** The subdivision is compatible to the surrounding area and is consistent with surrounding uses.
- **Comprehensive Plan:** The proposed subdivision is consistent with the Future Land Use Map.
- **Title Report No More Than 3-months Old Provided**
- **No Liens or Encumbrances**

Exhibits:

- 'A' Comp Plan Future Land Use Map (Pg. 16)
- 'B' Title Report (Pgs. 17 - 23)
- 'C' Recorded Easement (Pgs. 24 - 29)

Planning Considerations:

None

Staff Recommendation:

Staff recommends approval of the Sunshine Real Properties, LLC Simple Subdivision as submitted

SIMPLE SUBDIVISION APPLICATION

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

Applicant Information

Name of Applicant: Sunshine Real Properties, LLC (Scott Brady)		
Applicant Phone Number:	307-680-0854	Applicant Fax Number:
Applicant Mailing Address:	P.O. Box 397, Gillette, WY 82717	
Applicant Email Address:	scottbrady5910@gmail.com	
Relationship of Applicant to Property:	■ Owner □ Tenant □ Lessee □ Other	

Agent Information

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

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

Sheila Slocum - agent — Applicant

04/14/22 — Date

INFORMATION REQUIRED FOR REVIEW:

1. Legal Description of Area: NE1/4NE1/4 of Section 23, T49N, R71W of the 6th P.M., Campbell County, WY
2. Parcel to be divided is a quarter of a quarter section, or, if larger than a quarter of a quarter section, is less than seventy acres.

   Total Proposed Area for this Subdivision: 40.566 Acres
3. Parcel is surrounded by land owned by other than the applicant.
4. Parcel is being divided into two (2) tracts
5. Parcel sizes both exceed ten (10) acres in size:

   Parcel 1: 20.293 acres Parcel 2: 20.273 acres

Landowner's Certification:

The above or foregoing subdivision of the NE1/4NE1/4 of Section 23, T49N, R71W of the 6th P.M., Campbell County, Wyoming as appears on the attached Record of Survey, is made with the free consent, and in accordance with the desire of the undersigned owners and proprietors, and that this is a correct survey of the area as it is divided into two parcels;

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

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

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

Executed this 2 day of May A.D., 2022 by

Scott Brady Sunshine Real Property LLC

Owner SUNSHINE REAL PROPERTIES, LLC

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

The foregoing Subdivision Application was acknowledged before me by Scott Brady, Owner, Sunshine Real Properties, Inc. this 2 day of May, 2022.

ANGIE SIEGEL - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
MY COMMISSION EXPIRES APRIL 5, 2023

Angie Siegel
Notary Public

My Commission Expires: 4-5-2023

CERTIFICATE OF APPROVAL – CAMPBELL COUNTY PLANNING COMMISSION:

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

_____
Chairman of the Planning Commission

Attest:

_____
Clerk of the Planning Commission

SUBDIVISION PERMIT APPROVAL – CAMPBELL COUNTY BOARD OF COMMISSIONERS

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

_____
Chairman of the Board

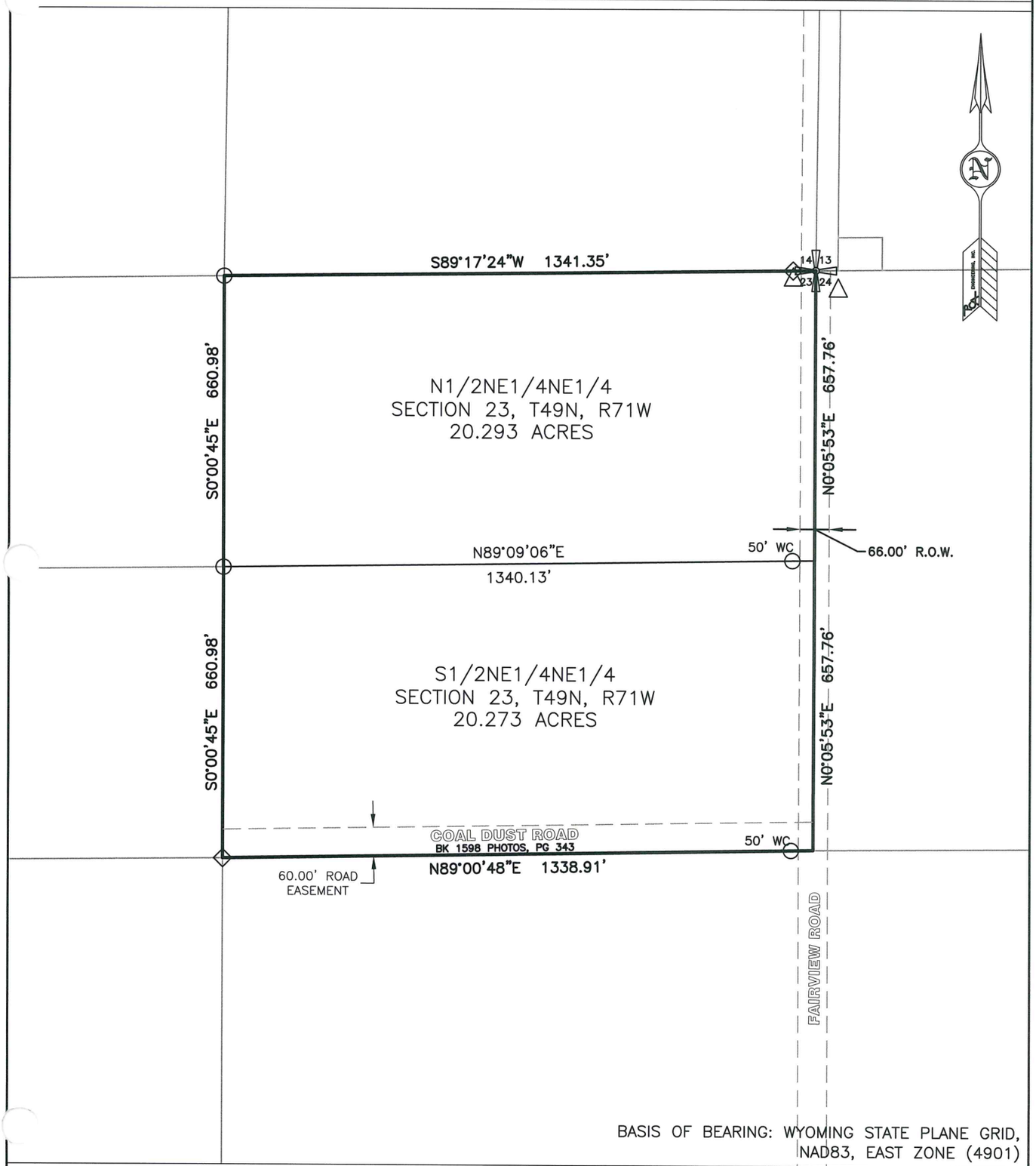
Attest:

_____
Clerk of the Board

PCA ENGINEERING INC.
CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING

RECORD OF SURVEY

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



BASIS OF BEARING: WYOMING STATE PLANE GRID, NAD83, EAST ZONE (4901)

SURVEYOR'S CERTIFICATE

I, SHEILA M. SLOCUM, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS RECORD OF SURVEY IS A TRUE, CORRECT AND COMPLETE PLAT OF LANDS LOCATED IN NE1/4NE1/4 OF SECTION 23, T49N, R71W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACTUAL SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION.

LEGEND

- ○ FOUND ALUMINUM CAP RLS 2333
- ◇ FOUND BARE REBAR
- △ FOUND REFERENCE CORNER 1985 BLM BRASS CAP
- ✛ CALCULATED POSITION

NE1/4NE1/4 OF
SECTION 23,
T49N, R71W, OF THE
6TH P.M.,
CAMPBELL COUNTY,
WYOMING

FOR:
SUNSHINE REAL PROPERTIES, LLC
P.O. BOX 397
GILLETTE, WYOMING 82716
(307) 680-0854

Project No. 223919.014
Scale: 1" = 300'
Drawn By: SMS
Date: APRIL, 2022

Legal Description
N1/2NE1/4NE1/4
April 14, 2022

A parcel located in the N2NENE of Section 23, T49N, R71W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Commencing at the northeast section corner of said Section 23, being monumented by 2 BLM brass cap reference monumented and being the point of beginning;

Thence along the north line of said Section 23, S89°17'24"W, 1341.35 feet to the northwest corner of aforementioned N2NENE, monumented by an aluminum cap stamped RLS 2333;

Thence along the west boundary of said N2NENE, S00°00'45"E, 660.98 feet to the southwest corner of said N2NENE, monumented by an aluminum cap stamped RLS 2333;

Thence along the south boundary of said N2NENE, N89°09'06"E, 1340.13 feet to the southeast corner of said N2NENE, monumented with a 50 foot witness corner stamped RLS 2333;

Thence along the east line of aforementioned Section 23, N00°05'53"E, 657.76 feet to the point of beginning.

Said parcel contains 20.293 acres more or less.

The basis of bearing for this legal description and for the attached "Record of Survey" is Wyoming State Plane Grid, NAD83, East Zone (4901).

Legal Description
S1/2NE1/4NE1/4
April 14, 2022

A parcel located in the S2NENE of Section 23, T49N, R71W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Commencing at the northeast section corner of said Section 23, being monumented by 2 BLM brass cap reference monumented;

Thence along the east line of said Section 23, S00°05'53"W, 657.76 feet to the northeast corner of aforementioned S2NENE, monumented with a 50 foot witness corner stamped RLS 2333 and being the point of beginning;

Thence along the north line of said S2NENE, S89°09'06"W, 1340.13 feet to the northwest corner of said S2NENE, monumented by an aluminum cap stamped RLS 2333;

Thence along the west boundary of said S2NENE, S00°00'45"E, 660.98 feet to the southwest corner of said S2NENE, monumented by a bare rebar;

Thence along the south boundary of said S2NENE, N89°00'48"E, 1338.91 feet to the southeast corner of said S2NENE, monumented with a 50 foot witness corner stamped RLS 2333;

Thence along the east line of aforementioned Section 23, N00°05'53"E, 657.76 feet to the point of beginning.

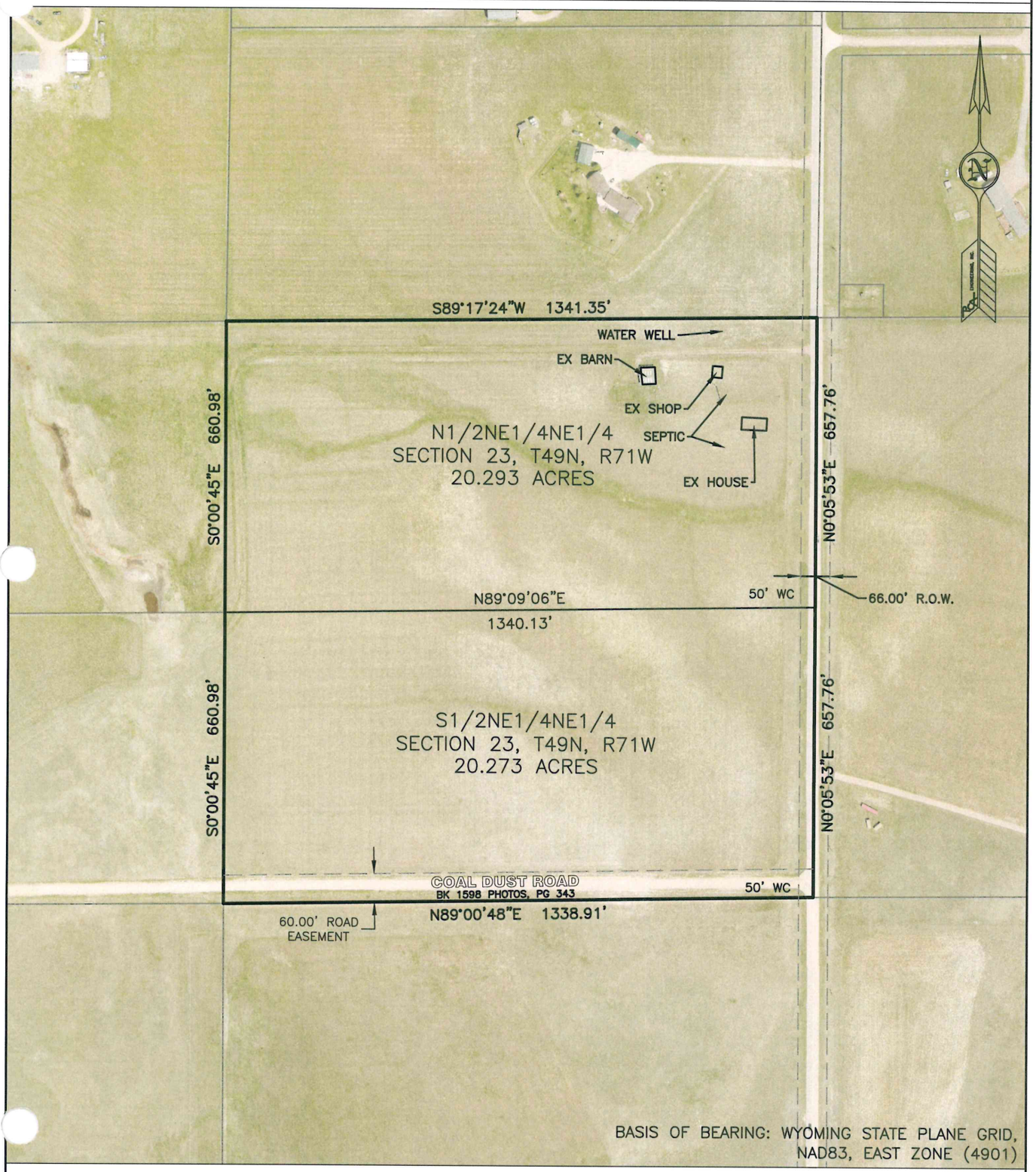
Said parcel contains 20.273 acres more or less.

The basis of bearing for this legal description and for the attached "Record of Survey" is Wyoming State Plane Grid, NAD83, East Zone (4901).

PCA ENGINEERING INC.
CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING

SITE PLAN

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



NE1/4NE1/4 OF
SECTION 23,
T49N, R71W, OF THE
6TH P.M.,
CAMPBELL COUNTY,
WYOMING

FOR:
SUNSHINE REAL PROPERTIES, LLC
P.O. BOX 397
GILLETTE, WYOMING 82716
(307) 680-0854

Project No. 223919.014
Scale: 1" = 300'
Drawn By: SMS
Date: APRIL, 2022

Publisher's Affidavit

Notice is hereby given that Sunshine Real Properties, LLC, Campbell County, WY has applied for a permit to subdivide a portion of the NENE of Section 23, T49N, R71W of the 6th P.M., Campbell County, WY. A Record of Survey will be reviewed at the May 19, 2022, Campbell County Planning Commission meeting at 7:00 p.m. in the Campbell County Commissioner's Chambers, 500 S. Gillette Avenue, Gillette, WY. The record of survey can be reviewed at the office of the Campbell County Planning Division, 500 S. Gillette Avenue, Suite 1500, Gillette, WY.

May 3, 2022
May 10, 2022

Sheila Slocum

From: Sheila Slocum
Sent: Wednesday, April 13, 2022 2:28 PM
To: Crystal Meadows
Subject: Newspaper Notice
Attachments: Newspaper Notice 041422.pdf

Please see attached.

Thanks,
Sheila

Sheila Slocum, PLS

PCA Engineering, Inc.
4506 Wigwam Blvd.
P.O. Box 2185
Gillette, WY 82717
Phone: (307) 687-0600
Cell: (307) 299-1976
Fax: (307) 687-7022

CONFIDENTIAL information of PCA Engineering Inc. All rights reserved. This work contains information that is confidential, privileged and proprietary to PCA Engineering, Inc. Any files contained within are to be used for information ONLY. Accuracy and/or design information to be verified from approved original plans. Use of electronic media is at the sole risk of the user. Removal of this notice, transfer, republication, disclosure and/or copying of all or part of this message, or its attachments, is strictly prohibited, except with the express, written permission of PCA Engineering, Inc.

PCA ENGINEERING INC | CIVIL ENGINEERING | SURVEYING | MATERIAL TESTING

DEPARTMENT OF PUBLIC WORKS
Building & Planning Division
500 S. Gillette Avenue, Suite 1500
Gillette Wyoming 82716
Phone 307-682-1970 Fax 307-687-6468

4/20/2022

RE: Sunshine Real Properties Simple Subdivision

Legal Description: 49N R71W SEC 23 Situs Address 484/486 Fairview Road

Dear Neighboring Landowner:

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

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

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

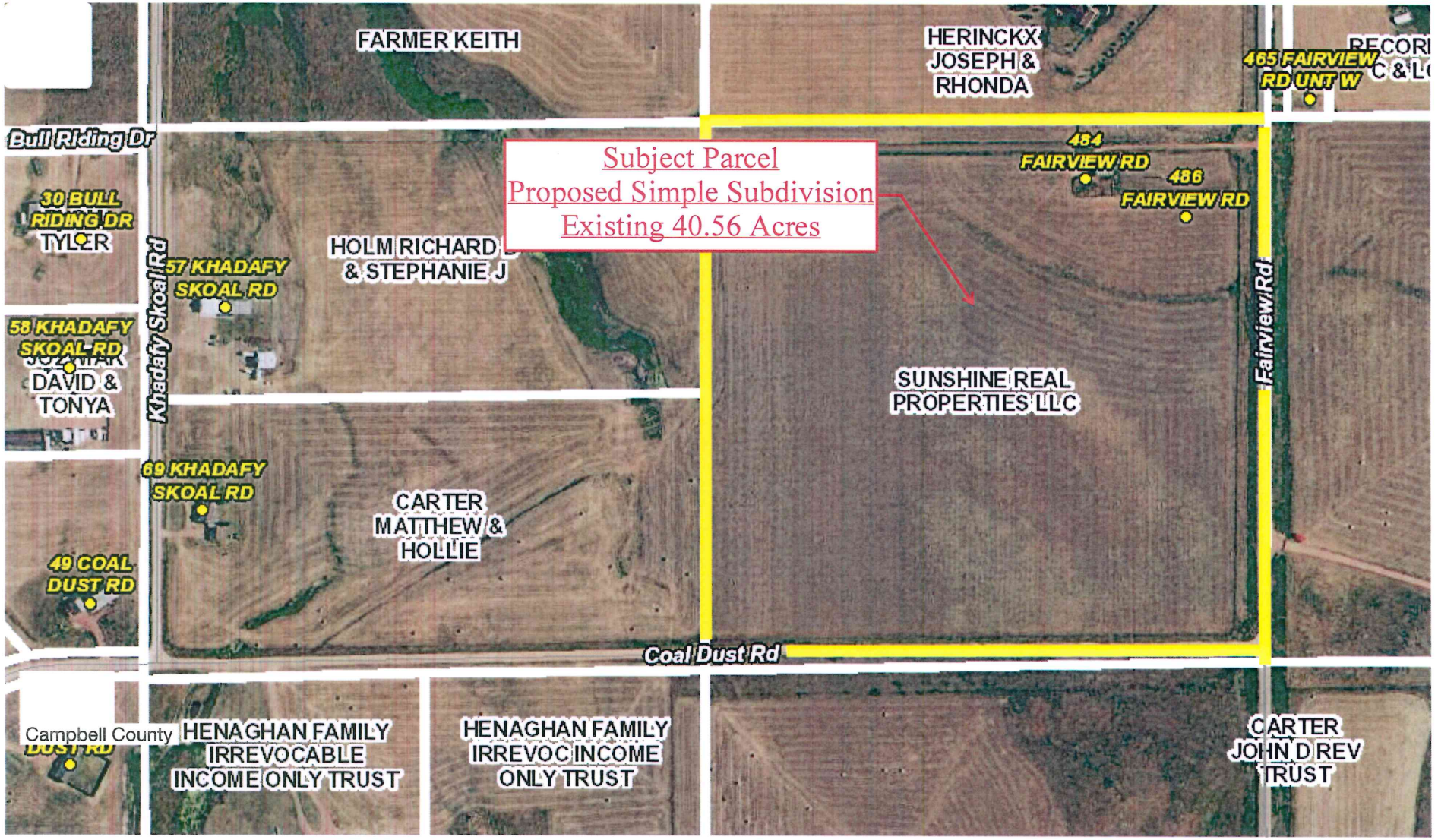
If you are unable to attend the meeting and have any comments regarding this proposal, you may send a signed letter or fax to this office, and it will be forwarded to the Commissioners on your behalf.

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

Sincerely,

Sam Proffer
Planner and Zoning Administrator

Cc: File
Enclosures: Aerial Map, Site Plan



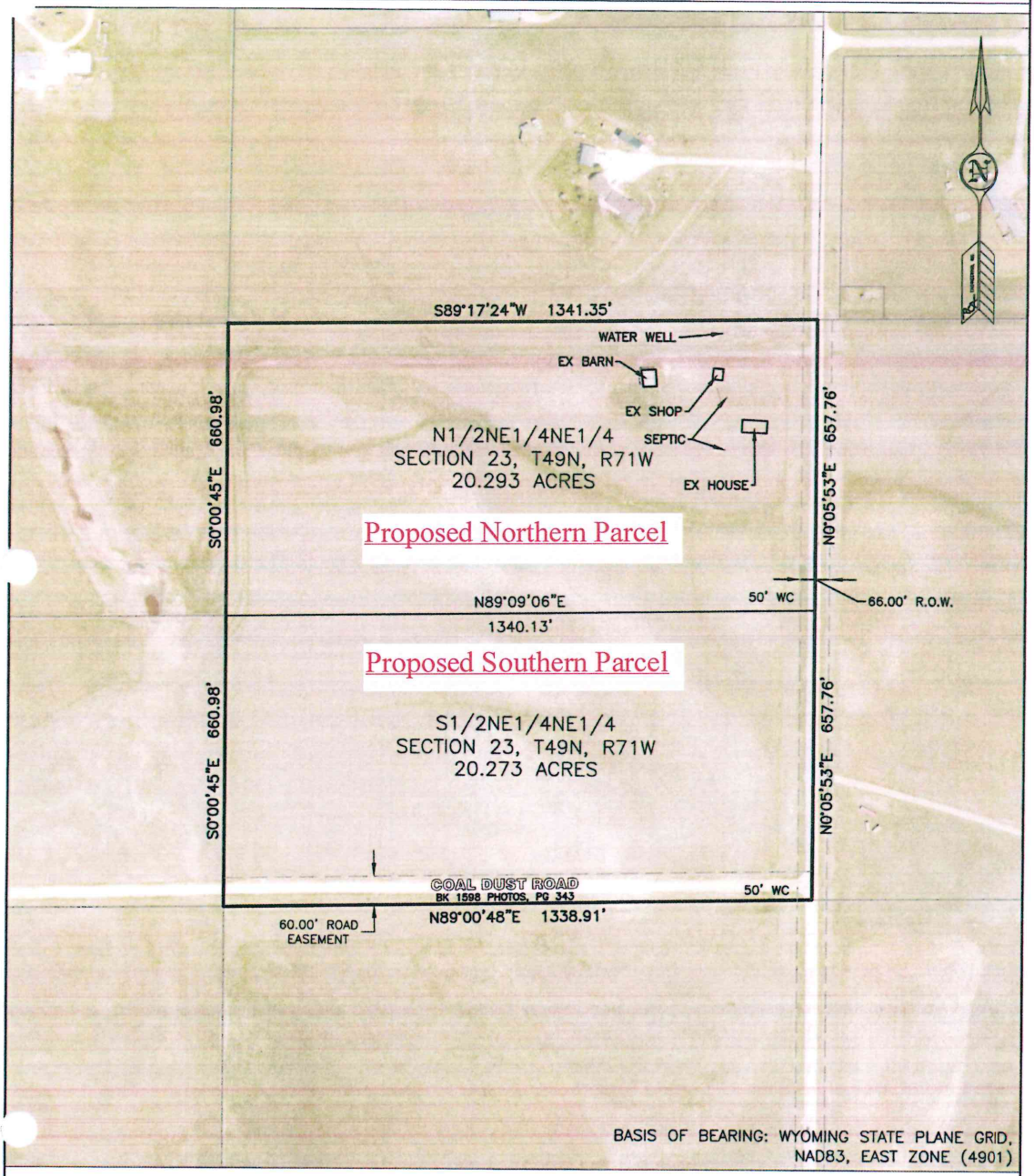
Find addr, street, or lat/long

-105.350572 44.216623 Degrees

PCA ENGINEERING INC.
CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING

SITE PLAN

4506 Wigwam Blvd.
P.O. Box 2185
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NE1/4NE1/4 OF
SECTION 23,
T49N, R71W, OF THE
6TH P.M.,
CAMPBELL COUNTY,
WYOMING

FOR:
SUNSHINE REAL PROPERTIES, LLC
P.O. BOX 397
GILLETTE, WYOMING 82716
(307) 680-0854

Project No. 223919.014
Scale: 1" = 300'
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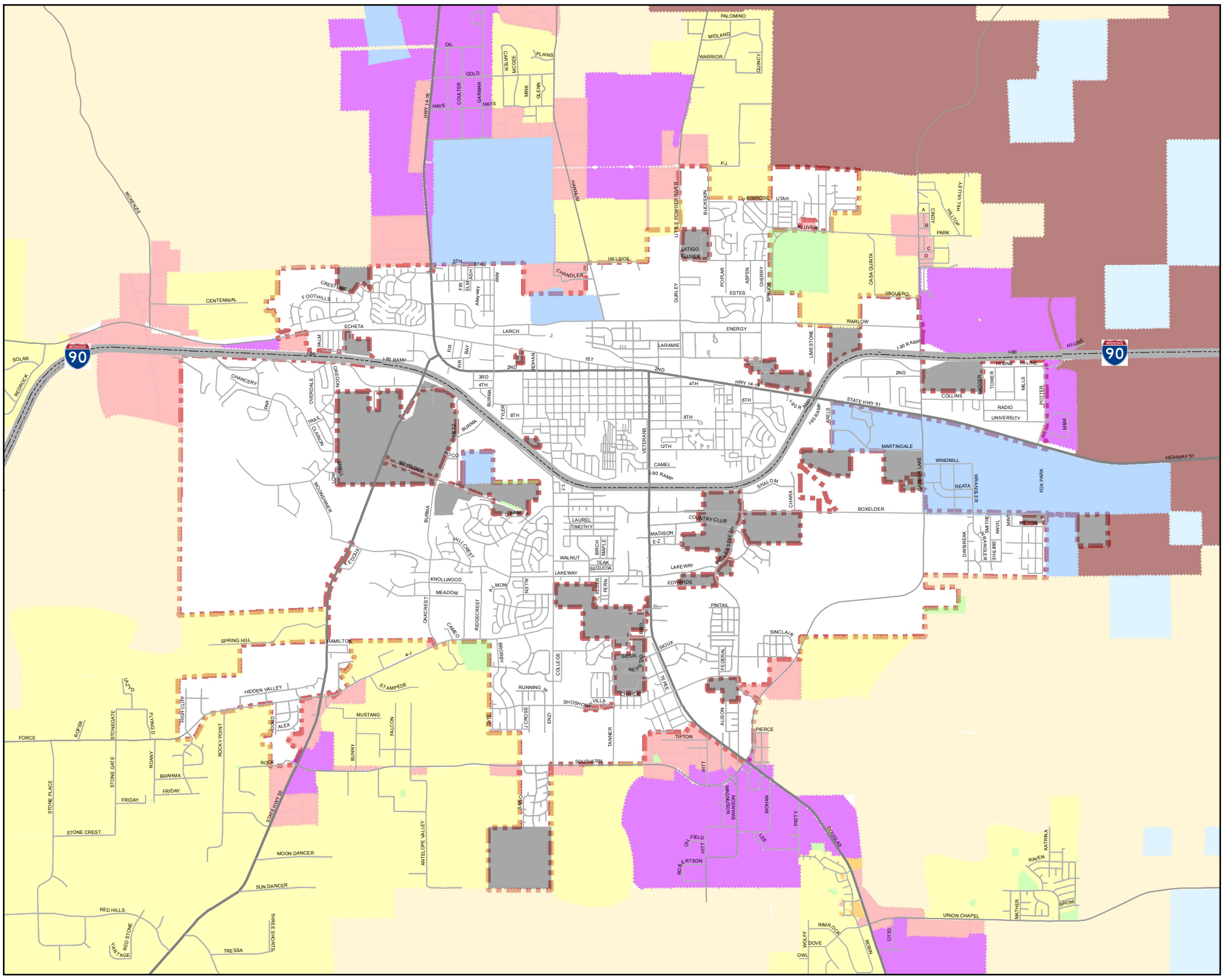
P:\PROJECTS\223919000 MISC. SURVEY - 2022\223919014 - MISC SURVEY - SUNSHINE SIMPLE SUB\DESDWGS\MAIN\SIMPLE SUBDIVISION.DWG

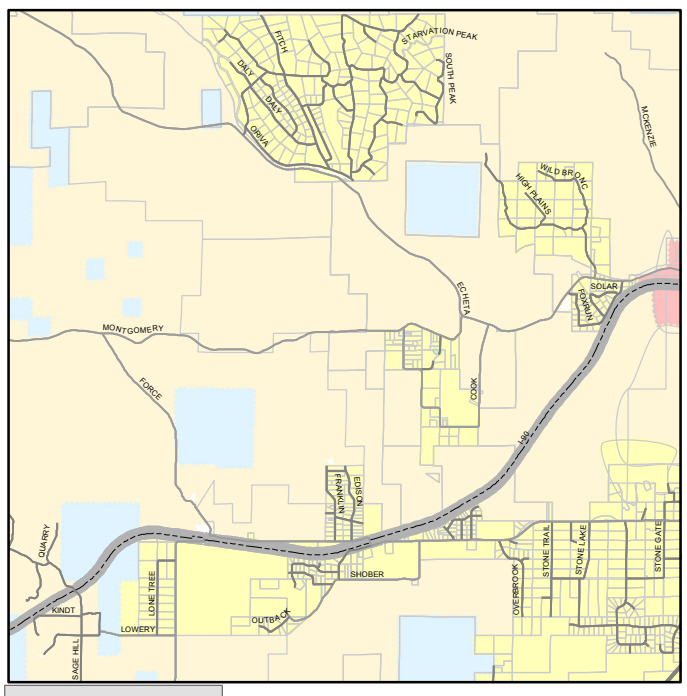
Name	Address1	City	St	Zip
Matthew & Hollie Carter	69 Khadafy Skoal Road	Gillette	WY	82718
Keith Farmer	37 Khadafy Skoal Rd	Gillette	WY	82718
Berton David & Susannah Q Fortner	526 Union Chapel Rd	Gillette	WY	82718
Clinton D Hammers	450 Fairview Rd NO 50	Gillette	WY	82718
Henaghan Family Irrevocable Income Only Trust	45 Coal Dust Rd	Gillette	WY	82718
Richard D & Stephanie J Holm	57 Khadafy Skoal Rd	Gillette	WY	82718
Keith N Jr & Terryl S King	PO Box 4271	Gillette	WY	82717
Terry L Matchin	514 Americas Way	Box Elder	SD	57719
Leonard P & Gloria J Morrison	3125 N Buffalo Dr Unit 2082	Las Vegas	NV	89128
Eduardo Lopez Ortega	10 Moore Ct	Gillette	WY	82718
Paul C & Lori A Record	6 Moore Ct	Gillette	WY	82718
Mark E & Helen M Salzer	499 Fairview Rd	Gillette	WY	82718

Campbell County
wyoming

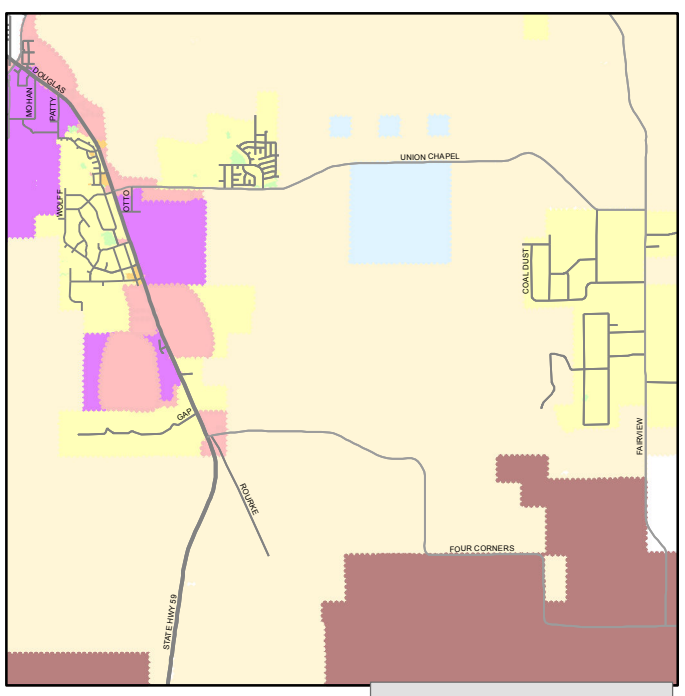
CAMPBELL COUNTY
2013 Future Land Use

Campbell County
wyoming

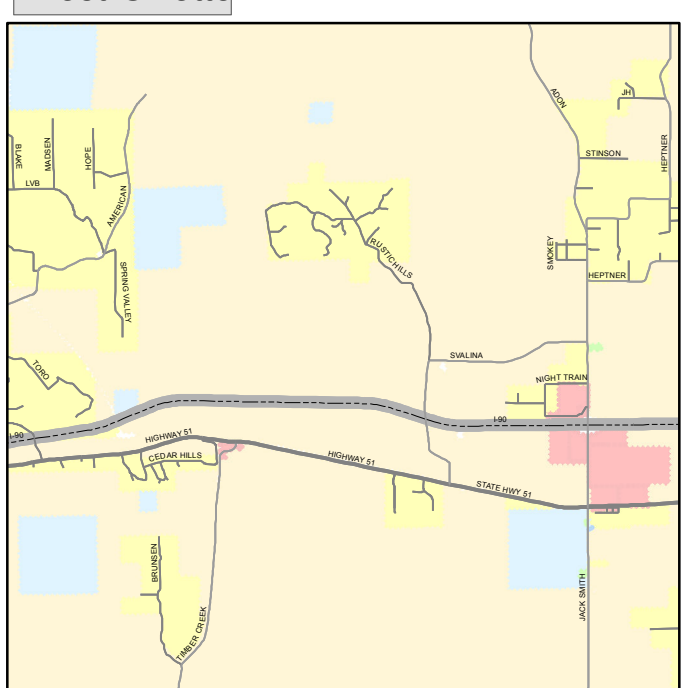




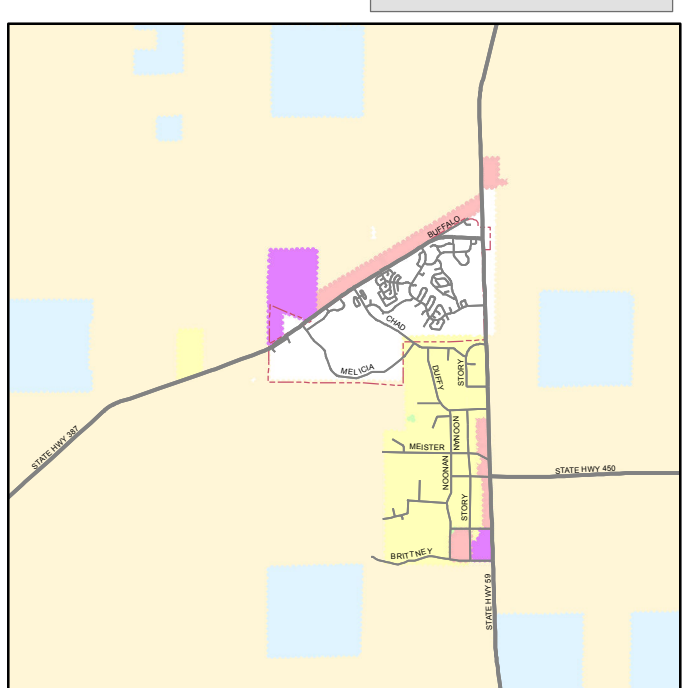
West Gillette



Southeast Gillette



Rozet Area



Wright Area

Future Land Use Categories

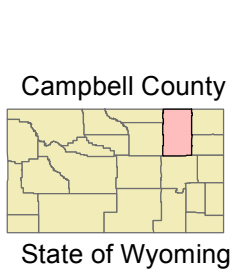
- City Infill
- Commercial
- Federal/State/Public
- High Density Residential
- Industrial
- Mining
- Parkland/Infrastructure
- Public Facilities
- Residential
- Rural General
- City Limits

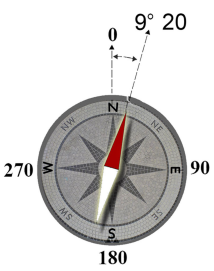
Additional Map Information

Future Land Use categories shown on this map were created through a public input process during the development of the 2013 Campbell County Comprehensive Plan Update. This map is made available to the public by the County and is not a legally recorded map or survey and is not intended to be used as such.

This map is created from compiled records, spatial information, and data from various sources. The source data may contain errors.

Campbell County shall not be liable for any damages or claims that arise out of the user's access to, or use of this map. This map is provided as reference only and should not be relied upon without reviewing the Official Future Land Use Map kept in the Public Works, Planning Division. This Future Land Use Map is a generalization that is not updated daily. Maps can be pruchased in full size copies or small copies or by obtaining a .shp or .lyr file from the Planning Division





Campbell County's future...today

Leave Your Mark

COMPREHENSIVE PLAN 2013

First American	Condition of Title Guarantee
Guarantee	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **50036956-3927862**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES
the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.

(c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.

(d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.

(f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.

(g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.

b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.

d. "Public Records": those records established under Wyoming statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.

f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by

the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. **Proof of Loss or Damage.**
   a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
   b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. **Options to Pay or Otherwise Settle Claims: Termination of Liability.**
   In case of a claim under this Guarantee, the Company shall have the following additional options:
   a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
   b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that where authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
   c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

   Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. **Limitation Liability.**
   a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
   b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
   c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
   d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. **Reduction of Liability or Termination of Liability.**
   All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. **Payment of Loss.**
   a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
   b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. **Subrogation Upon Payment or Settlement.**
Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.
The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.
If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. **Arbitration.**
Provision intentionally deleted.

12. **Liability Limited to This Guarantee; Guarantee Entire Contract.**
    a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
    b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
    c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. **Severability.**
In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. **Choice of Law; Forum.**
    a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.
    Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
    b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. **Notices, Where Sent.**
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)**



First American

Schedule A

Condition of Title Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
3927862

File No.: 4539-3927862

Guarantee No. 3927862

Amount of Liability: $300.00

Date of Guarantee: April 1, 2022 at 5:00 P.M.

Fee: $250.00

1. Name of Assured:

   PCA Engineering Inc.

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

   Fee Simple

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

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

   TOWNSHIP 49 NORTH, RANGE 71 WEST, 6TH P.M., CAMPBELL COUNTY, WYOMING

   Section 23: NE¼NE¼

   Account No. (for reference only): 34613

4. ASSURANCES:

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

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

      Sunshine Real Properties LLC, a Wyoming limited liability company

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

File No.: 4539-3927862

1. The Land is located in the Grace Land Improvement and Service District and may be subject to annual assessments and/or periodic charges.

2. Retracement Survey Plat of Sections 23 and 26, T.49N., R.71W., of the 6th P.M., Campbell County, Wyoming as recorded October 15, 1976 in Book 2 of Plats, page 33.

3. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
   Recording Information: November 13, 1995 in Book 1357 of Photos, page 28

4. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
   Recording Information: October 13, 1999 in Book 1566 of Photos, page 558 and Amendment recorded January 7, 2000 in Book 1581 of Photos, page 85

5. An easement reserved in a deed, including the terms and conditions thereof:
   Reserved By: Berton David Fortner and Susannah Q. Fortner, husband and wife
   For: Roadway and utilities
   Recorded: April 24, 2000
   Recording Information: Book 1598 of Photos, page 343

6. Right of way, including terms and conditions contained therein:
   Granted to: Powder River Energy Corporation
   For: Electric lines and associated facilities and equipment
   Recorded: May 3, 2000
   Recording Information: Book 1600 of Photos, page 78

7. Easement, including terms and conditions contained therein:

Granted to:	Grace Land Improvement and Service District
For:	Ingress and egress and for utilities
Recorded:	May 15, 2002
Recording Information:	Book 1757 of Photos, page 366

8. Fairview Road and Coal Dust Road as it may cross the Land.

796407

EASEMENT FOR ROAD AND UTILITIES AND ABANDONMENT AND VACATION OF PRIOR RESERVATIONS AND GRANTS OF EASEMENTS

COME NOW the undersigned property owners of the property as set forth in Exhibit A attached hereto, and do hereby grant and convey to Grace Land Improvement and Service District, Campbell County, Wyoming, the easement described in Exhibit C attached hereto as an access easement for ingress and egress and for utilities for the benefit of and to be appurtenant to all lands contained in the Grace Land Improvement and Service District described in Exhibit B for the use and benefit of the property owners, their guests and invitees. The easement granted herein shall be perpetual and shall run with the land and shall be binding upon the heirs, assigns, and successors in interest to the properties described in Exhibit A.

Each of the undersigned further agree that all prior reservations for the purpose of easement for road or utilities contained in the deeds wherein Berton David Fortner and Susannah Q. Fortner were the Grantors and any of the undersigned were Grantees, is hereby vacated and abandoned.

This document may be signed in counterparts, all of which shall be part of the total grant of the easement granted herein.

IN WITNESS WHEREOF, the grantors have signed on the date indicated.

Jeremy D. Michaels — 4/25/02 DATE

Deborah D. Michaels — 5/15/02 DATE

Richard D. Holm — 5-2-02 DATE

Stephanie J. Holm — 5-2-02 DATE

Thomas J. Henaghan — 5-3-02 DATE

Lori A. Mills Henaghan — 5/3/02 DATE

Robert E. Kraft — 5-3-02 DATE

Kathleen Kraft — 5-03-02 DATE

Brandon Sams — 5/7/02 DATE

Neil Tinsley — 5-8-02 DATE

Joanna Tinsley — 5-8-02 DATE

Berton David Fortner — 5-6-02 DATE

Susannah Q. Fortner — 5-6-02 DATE

ACCEPTANCE OF EASEMENT

COMES NOW, Thomas J. Henaghan, Berton David Fortner, and Susannah Q. Fortner, officers of Grace Land Improvement and Service District, Campbell County, Wyoming, and hereby acknowledge and accept, on behalf of and for the benefit of the members of the district, the easement granted herein.

Thomas J. Henaghan, President — 5-3-02 DATE

Berton David Fortner, Vice-President — 5-6-02 DATE

Sussanah Q. Fortner, Secretary — 5-6-02 DATE

~~Sussanah~~ Susannah

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The above and foregoing instrument was subscribed and sworn to before me on this 25th day of April, 2002, by Jeremy D. Michaels and Deborah D. Michaels.
WITNESS my hand and official seal.

DONNA M. DEKEMPER - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 22, 2002

Donna M. DeKemper
Notary Public

My commission expires:

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The above and foregoing instrument was subscribed and sworn to before me on this 2nd day of May, 2002, by Richard D. Holm and Stephanie J. Holm.
WITNESS my hand and official seal.

TRAYCE WILLIAMS - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires Feb. 13, 2005

Trayce Williams
Notary Public

My commission expires:

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The above and foregoing instrument was subscribed and sworn to before me on this 3rd day of May, 2002, by Thomas J. Henaghan and Lori A. Mills.
WITNESS my hand and official seal.

TRAYCE WILLIAMS - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires Feb. 13, 2005

Trayce Williams
Notary Public

My commission expires:

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The above and foregoing instrument was subscribed and sworn to before me on this 3rd day of May, 2002, by Robert E. Kraft and Kathleen Kraft.
WITNESS my hand and official seal.

MARGO HARLOW - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
MY COMMISSION EXPIRES 03-23-03

Margo Harlow
Notary Public

My commission expires:

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The above and foregoing instrument was subscribed and sworn to before me on this 3 day of May, 2002, by Brandon Sams.

WITNESS my hand and official seal.

TRACY A. PEARSON - NOTARY PUBLIC
County of Campbell State of Wyoming
MY COMMISSION EXPIRES MARCH 17, 2004

Tracy A Pearson
Notary Public

My commission expires:

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The above and foregoing instrument was subscribed and sworn to before me on this 8. day of May, 2002, by Neil Tinsley and Joanna Tinsley.

WITNESS my hand and official seal.

TRACY A. PEARSON - NOTARY PUBLIC
County of Campbell State of Wyoming
MY COMMISSION EXPIRES MARCH 17, 2004

Tracy A Pearson
Notary Public

My commission expires:

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The above and foregoing instrument was subscribed and sworn to before me on this 6 day of May, 2002, by Berton David Fortner and Susannah Q. Fortner.

WITNESS my hand and official seal.

TRACY A. PEARSON - NOTARY PUBLIC
County of Campbell State of Wyoming
MY COMMISSION EXPIRES MARCH 17, 2004

Tracy A Pearson
Notary Public

My commission expires:

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The above and foregoing instrument was subscribed and sworn to before me on this 15 day of May, 2002, by Deborah D. Michaels.

WITNESS my hand and official seal.

TAMMY L. KREI – NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
My Commission Expires 10-5-2005

Tammy L. Krei
Notary Public

My commission expires:

EXHIBIT A TO
EASEMENT FOR ROAD AND UTILITIES
GRACE LAND IMPROVEMENT AND SERVICE DISTRICT

PROPERTY OWNERS	LEGAL DESCRIPTION
	Township 49 North, Range 71 West, 6th P.M. Campbell County, WY
Jeremy D. Michaels and Deborah D. Michaels	Section 23: NE¼NE¼
Robert E. Kraft and Kathleen Kraft	Section 23: S½NW¼NE¼
Richard D. Holm and Stephanie J. Holm	Section 23: N½NW¼NE¼
Thomas J. Henaghan and Lori A. Mills	Section 23: SW¼NE¼
Brandon Sams	Section 14: SW¼SE¼
Neil Tinsley and Joanna Tinsley	Section 14: W½NW¼SE¼
Berton David Fortner and Susannah Q. Fortner	Section 14: SE¼SW¼, W½SW¼ Section 15: SE¼SE¼ Section 22: E½NE¼ Section 23: NW¼

EXHIBIT B TO
EASEMENT FOR ROAD AND UTILITIES
GRACE LAND IMPROVEMENT AND SERVICE DISTRICT

Township 49 North, Range 71 West, 6th P.M., Campbell County, WY

Section 14: W½SW¼, SE¼SW¼, SW¼SE¼
Section 15: SE¼SE¼
Section 22: E½NE¼
Section 23: NW¼, W½NE¼

EXHIBIT C TO
EASEMENT FOR ROAD AND UTILITIES
GRACE LAND IMPROVEMENT AND SERVICE DISTRICT

A strip of land being described as the Southerly sixty-five (65) feet of the NE¼NE¼ and the NW¼NE¼ of Section 23 and the Westerly sixty-five (65) feet of the SW¼SE¼ and the NW¼SE¼ of Section 14, Township 49 North, Range 71 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said strip of land being an access and utility easement sixty-five (65) feet in width extending sixty-five (65) feet right or northerly and easterly of a survey line described more particularly as follows:

Beginning at the Southeast corner of the said NE¼NE¼ of Section 23 and the center of Fairview Road;

thence S88°52'01"W along the South boundary of the said NE¼NE¼ of Section 23 a distance of 1340.03 feet to the Southeast corner of the said NW¼NE¼ of Section 23;

thence S88°53'11"W along the South Boundary of the said NW¼NE¼ of Section 23 a distance of 1338.35 feet to the Southwest corner of the said NW¼NE¼ of Section 23;

thence N00°15'01"W along the West boundary of the said NW¼NE¼ of Section 23 a distance of 1329.56 feet to the Southwest corner of the said SW¼SE¼ of Section 14;

thence N00°25'13"E along the West boundary of the said SW¼SE¼ of Section 14 a distance of 1323.91 feet to the Southwest corner of the said NW¼SE¼ of Section 14;

thence N00°25'13"E along the West boundary of the said NW¼SE¼ of Section 14 a distance of 1323.91 feet to the Northwest corner of said NW¼SE¼ of Section 14 at the center of Union Chapel Road and the POINT OF TERMINATION.

Said survey line being 6655.76 feet, more or less, in total length.



STATE OF WYOMING } ss.
Campbell County

Filed for record this 15th day of May A.D., 2002 at 3:32 o'clock P M. and recorded in Book 1757
of Photos on page 366-371 Fees $ 16.00 796407
RECORDED ✓
ABSTRACTED
INDEXED
CHECKED ✓
By Deputy Amelia M Snider

Susan Saunders
County Clerk and Ex-Officio Register of Deeds

The following page(s) contain the backup material for Agenda Item: 10:10 National High School Final Rodeo, Landfill Tipping Fee Waiver

*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.

CAM-PLEX

May 16, 2022

Campbell County Commission
500 South Gillette Avenue
Gillette, Wyoming 82716

Dear Commissioners,

During the National High School Finals Rodeo in 2017 Campbell County and CAM-PLEX agreed to donate services for tipping fees for the National High School Finals Rodeo Event. This letter is to request the same considerations this year from Campbell County. CAM-PLEX is comfortable with the process that was followed in 2017. I would like to confirm with the County if this process would be acceptable for the 2022 event.

I will also send an identical request to the City of Gillette to consider donating their solid waste removal fees during this event.

As you know, the National High School Finals Rodeo is not an event CAM-PLEX staff can produce alone. The event takes the hard work of many City and County employees, community volunteers, corporate sponsorships, and business partnerships to be successful. The reason so many groups have helped at no cost in the past is they feel the event is of tremendous benefit to the entire community both in entertainment value and economic impact.

I realize we are in difficult economic times. I appreciate your time and consideration of this request. We rely heavily on your support to continue providing a high level of service during this event. Without the help of our community's organizations, no national events could be held at CAM-PLEX and our citizens and businesses would be negatively affected by the loss.

I appreciate your time and consideration of this request. Please let me know if I can answer any question or clarify in any way. I am also available to discuss this idea further at any of your scheduled meetings if necessary.

Sincerely,

ReNae Keuck

ReNae Keuck
CAM-PLEX Interim Executive Director