

AMENDED AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

COLLEEN FABER, Chairman
DEL SHELSTAD
JIM FORD
BUTCH KNUTSON
KELLEY MCCREERY

AUGUST 1, 2023

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 County Fire Restrictions | Chief Jeff Bender |
| E. 9:10 PFM Investment Quarterly Report | Joan Evans/Chris Blackwood |
| F. 9:45 Funding Request, Chamber of Commerce | Gail Lofing/Lori Jones |
| G. 9:50 FAA AIP Grant Agreement, Snow Removal Equipment | Todd Chatfield |
| H. 9:55 WIC Program Agreement | Jane Glaser |
| I. 10:00 District Support Grant, Oriva Hills ISD | Clark Melinkovich |
| J. 10:05 District Support Grant, Stone Gate ISD | Clark Melinkovich |
| K. 10:10 BNSF Easement Agreement | Matt Olsen |
| L. 10:15 InSight Consulting Agreement, Pronghorn Industrial Park | Matt Olsen |
| M. 10:20 Board Appointment, Public Land Board | Chairman Faber |

PUBLIC COMMENT

- N. 10:30 For the Good of the County*
- O. 11:00 Commissioners Final Comments

EXECUTIVE SESSION

- P. 11:15 Wyoming Statute §16-4-405 – Statutory Reasons for Executive Sessions
Matters Posing Threat to Security of Public or Private Property or Threat to Public
Access | Personnel Matters | Pending or Potential Litigation | National Security Matters |
Real Estate-Site Selection or Purchases | Attorney Client Privileged Information

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 Managers Meeting, July 17, 2023
Board of Commissioners Regular Meeting, July 18, 2023
Board of Commissioners Airport Board Meeting, July 19, 2023
Board of Commissioners Fire Board Meeting, July 26, 2023

CANCELLATION/REBATE OF TAXES

#2021-224, 2021-225, 2021-226, 2021-227

AGREEMENTS

Contract for Purchase between CDW Government for 2023 Computer and Peripheral Equipment in the amount of \$143,929.05

COMMENT LETTERS

Submission of the comment letter to the Bureau of Land Management regarding the Buffalo RMP Supplemental Environment Impact Statement

DONATIONS

Fair – Approval to accept \$765 check donation from Farm Bureau Federation for the purchase of a Central Pavilion scale indicator.

Sheriff's Office – Approval to acquire a custom built indoor shooting range donated by Delmer Shelstad, with an appraised value of \$1,060,659.00.

LINE ITEM TRANSFERS - FY2022-2023

Adult Treatment Courts

Transfer \$3,239.44 from 100015-62240 Medical Services/Claims to 100015-60005 Full Time - Regular
Transfer \$608.02 from 100015-62240 Medical Services/Claims to 100015-61400 Retirement
Transfer \$1,246.55 from 100015-62240 Medical Services/Claims to 100015-61500 Insurance Benefits

Children's Developmental Services

Transfer \$2,968.30 from 310703-60005 Special Ed Full Time Regular to 310703-60200 Special Ed PT Regular
Transfer \$14.48 from 310704-60200 from EHS PT Regular to 310704-60100 EHS FT OT
Transfer \$369.58 from 310704-60200 EHS PT Regular to 310704-61000 EHS FICA/Medicare
Transfer \$3,702.02 from 310704-60200 EHS PT Regular to 310704-61400 EHS Retirement
Transfer \$3,032.76 from 310704-61100 EHS WC to 310704-61400 EHS Retirement
Transfer \$19,392.47 from 100701-61500 Gen Admin Insurance Benefits to 100701-60005 Gen Admin FT Regular
Transfer \$55,203.66 from 100701-61500 Gen Admin Insurance Benefits to 100701-60005 Gen Admin FT Regular
Transfer \$52,301.92 from 100701-61500 Gen Admin Insurance Benefits to 100701-60200

*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.

Gen Admin PT Regular

Transfer \$1.90 from 310703-60005 Special Ed FT Regular to 310703-60100 Special Ed FT OT

Transfer \$300.00 from 100701-61500 Gen Admin Insurance Benefits to 100701-60200 Gen Admin PT Regular

Clerk

Transfer \$961.35 from 100022-63440 Miscellaneous Expense to 100022-62100 Advert/Publication/LegalNotice

Commissioners

Transfer \$106.05 from 100013-62260 Professional Services to 100022-62100 Advert/Publication/LegalNotice

Coroner

Transfer \$14.40 from 100091-64060 Janitorial Supplies to 100091-61500 Insurance Benefits

Fair

Transfer \$947.62 from 100731-60200 Part Time – Regular to 100731-60005 Full Time – Regular

Transfer \$176.13 from 100731-61000 FICA/Medicare to 100731-61400 Retirement

Transfer \$576.98 from 100731-61000 FICA/Medicare to 100731-61500 Insurance Benefits

Fleet

Transfer \$175.26 from 100016-65000 Vehicle Repair to 100016-61400 Retirement

Transfer \$945.52 from 100016-65180 Tires to 100016-60005 Full Time – Regular

Transfer \$444.86 from 100016-65000 Vehicle Repair to 100016-61500 Insurance Benefits

Human Resources

Transfer \$7,291.00 from 100161-60450 Wellness to 100161-60005 Full Time – Regular

Juvenile Services

Transfer \$325.00 from 100451-62450 EE Dev Meet Travel Meal Lodg to 100451-62240 Medical Services/Claims

Transfer \$210.00 from 100451-62260 Professional Services to 100451-64725 Electronic Monitoring

Transfer \$277.00 from 100454-64050 Office/Computer Supplies to 100454-63420 Special Event/Program Fees

Transfer \$192.50 from 100454-62260 Professional Services to 100454-63420 Special Event/Program Fees

Library

Transfer \$293.00 from 100714-62700 Tech Hardware Maint to 100714-62220 Utilities

Transfer \$943.00 from 100714-60200 Part Time Regular – Wright Branch to 100714-60005 Full Time Regular – Wright Branch

*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.

Parks & Recreation

Transfer \$745.00 from 100774-60005 Full Time – Regular to 100771-60005 Full Time – Regular

Transfer \$1,876.00 from 100774-60005 Full Time – Regular to 100772-60005 Full Time – Regular

Transfer \$1,614.00 from 100774-60005 Full Time – Regular to 100773-60005 Full Time – Regular

Transfer \$963.00 from 100774-60005 Full Time – Regular to 100775-60005 Full Time – Regular

Transfer \$943.00 from 100777-60200 Part Time – Regular to 100777-60005 Full Time – Regular

Transfer \$490.00 from 100774-61400 Retirement to 100771-61400 Retirement

Transfer \$51.00 from 100774-61400 Retirement to 100772-61400 Retirement

Transfer \$260.00 from 100774-61400 Retirement to 100773-61400 Retirement

Transfer \$337.00 from 100774-61400 Retirement to 100775-61400 Retirement

Transfer \$175.00 from 100777-60200 Part Time – Regular to 100777-61400 Retirement

Transfer \$961.00 from 100774-61500 Insurance Benefits to 100771-61500 Insurance Benefits

Transfer \$997.00 from 100774-61500 Insurance Benefits to 100772-61500 Insurance Benefits

Transfer \$1,135.00 from 100774-61500 Insurance Benefits to 100773-61500 Insurance Benefits

Transfer \$177.00 from 100777-60200 Part Time – Regular to 100777-61500 Insurance Benefits

Public Works

Transfer \$9,242.99 from 100083-60005 Full Time – Regular to 100081-60005 Full Time – Regular

Transfer \$1,927.34 from 100083-60005 Full Time – Regular to 100081-61400 Employee Payroll Benefits

Transfer \$688.37 from 100083-60005 Full Time – Regular to 100081-60200 Part Time – Regular

Transfer \$1,502.91 from 100083-60005 Full Time – Regular to 100081-64150 Gasoline

Transfer \$119.50 from 100083-60005 Full Time – Regular to 100082-60005 Full Time – Regular

Transfer \$22,868.30 from 100083-60005 Full Time – Regular to 100082-61500 Insurance Benefits

Transfer \$108.11 from 100083-60005 Full Time – Regular to 100083-60100 Full Time OT

Transfer \$150.00 from 100083-60005 Full Time – Regular to 100083-60100 Full Time OT

Sheriff

Transfer \$315.67 from 100053-64700 Medical Supplies to 100053-60200 Part Time – Regular

Transfer \$22.29 from 100053-64700 Medical Supplies to 100053-61000 FICA/Medicare

Transfer \$48.42 from 100053-64700 Medical Supplies to 100053-61400 Retirement

LINE ITEM TRANSFERS - FY2023-2024

Attorney

Transfer \$95,000.00 from 100061-60005 Full Time Regular to 100061-60200 Part Time – Regular

Juvenile Services

Transfer \$15,000.00 from 310311-67400 Unanticipated Grants to 310452-67380 Local Op Grant Pub Safety

Transfer \$15,000.00 from 310311-46150 Unanticipated Grants to 310452-42840 Local Grants/Aid

Sheriff

Transfer \$920.16 from 310311-67400 Unanticipated Grants to 310051-67380 051GD23DOG-K-9-SUPPLIES-FY24

Transfer \$920.16 from 310311-46150 Unanticipated Grants to 310051-42840 Local Grants/Aid

Transfer \$10,000.00 from 310311-67400 Unanticipated Grants to 310051-68200 051GD23DOG-K-9-CAPEQUIP-FY24

Transfer \$10,000.00 from 310311-46150 Unanticipated Grants to 310051-42840 Local Grants/Aid

MILL LEVY REPORT 2023

Submission of the 2023 Report of Valuations, Levies and Taxes for Campbell County

POSITION VACANCY JUSTIFICATIONS

Children's Developmental Services – Nurse

Museum – Museum Educator

Public Library - Executive Director

SCHOLARSHIPS

Approval of Kaydence Black, Hallie Cole, and Kylee Emerson for the University of Wyoming 2023-2024 County Commissioners Scholarship and approval of up to \$4,000 (\$500 per semester, per student) for scholarships for Selena Melendez, Aiden Reynolds, Briseyda Lopez, and Jorge Reyes-Aldana.

Approval of Alexis Porter for the University of Wyoming 2023-2024 County Commissioners Renewal Scholarship and approval of up to \$5,000 (\$500 per semester, per student) for scholarships for Caden Randall, Paige Jaramillo, Keeli Marker, Nina Shober, and Coy Morris.

\$232.48

HAND WARRANTS

AT&T – Parks & Recreation	\$232.48
Black Hills Energy	\$1,925.74
City of Gillette	\$82,557.05
Department of Treasury – IRS	\$217.91
Paintbrush Services	\$704.00
Powder River Energy	\$19,709.20
Waste Connections of Wyoming	\$1,443.73
Wright Water & Sewer District	\$959.50
State of Wyoming – Department of Revenue & Taxation	\$5,841.48
Black Hills Energy	\$12,531.71
Charter Communications	\$1,679.01
FedEx	\$4.66
Paintbrush Services	\$1,390.00
Verizon Wireless – Adult Drug Court	\$145.74
Western Waste Solutions	\$285.00
AT&T – Airport	\$466.53
AT&T – Children’s Center	\$135.38
Black Hills Energy	\$2,809.75
City of Gillette	\$28,144.12
Powder River Energy	\$1,699.02
Verizon Wireless – Public Health	\$292.01
Verizon Wireless – Public Works	\$40.07
Black Hills Energy	\$358.95
CenturyLink	\$7,717.67
Paintbrush Services	\$1,238.00
Powder River Energy	\$1,149.81
Verizon Wireless – EMA	\$38.52
Verizon Wireless – Fair	\$50.48
Verizon Wireless – Sheriff	\$4,830.78
Waste Connections	\$175.93
Western Waste Solutions	\$991.50
Black Hills Energy	\$1,734.71
Campco Federal Credit Union	\$150.00
Circuit Court of Campbell County	\$494.30
Campbell County Clerk Tax Account	\$308,200.60
Campbell County Treasurer	\$40,822.50
CenturyLink	\$6,244.83
Great West Trust Company	\$29,083.00
Sheridan County Circuit Court	\$321.96
Verizon Wireless – Public Health	\$297.81
Wyoming Child Support	\$1,274.21

*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.

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

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

Office of County Commissioners
July 17, 2023
Gillette, Wyoming

Managers Meeting

The Campbell County Board of Commissioners met with the County Managers, Monday, July 17, 2023, at 1:30 PM.

Present were Colleen Faber, Jim Ford, Kelley McCreery, Del Shelstad, Commissioners; Cindy Lovelace, County Clerk; Denton Knapp, Commissioners Executive Director; Sandra Beeman, Commissioners Deputy Director; Leslie Perkins, Public Information Officer; Ron Smith, Airport Operations Director; Phil Harvey, IT Director; Chad Beeman, Adult Treatment Court Director; Liz Edwards, Fair Coordinator; Michalene Seeman, Sheriff's Office Manager; Eric Seeman – Sheriff Captain; Jim Lyon, Juvenile Services Director; Troy Clements, Assessor; Treasure Boller, Extension Office; Kevin Geis, Road & Bridge Director; Robert Henning, Museum Director; Tony Langone, Fleet Manager; Terri Lesley, Library Director; Troy Clements, Assessor; Nathan Grotrian, Children's Development Center Director; Brandy Elder, HR Director; Pam Merchen, Clerk of District Court; Rachel Knust, Treasurer; Dwayne Dillinger, Parks and Rec Director; Jane Glaser, Public Health Director; Terri Lesley, Library Director; Kristin Young, Grants Management Specialist. Commissioner Knutson was absent from the meeting.

Liz Edwards provided a report on the upcoming 2023 Campbell County Fair. The theme is Fairadise. New events include a Farmers Market on each Saturday, the Campbell County Born & Raised Market Livestock Show, and the return of the Red, White, and Blue BBQ. The Youth Livestock sale is scheduled for 8/6/2023.

Dwayne Dillinger advised that alternative locations are being reviewed for future 4th of July fireworks shows. Discussion was held.

Denton Knapp advised that a working group has been formed to review the county vehicle policy, emergency vehicle policy, and county fuel procedures. Discussion was held.

Denton Knapp provided an update on the plans for a joint dispatch center. Discussion was held.

Leslie Perkins provided a Public Information update.

Brandy Elder provided a report on the Job Fair held on 7/13/2023.

Sandra Beeman provided an update on the status of the 21/22 audit.

Denton Knapp provided an update on the Dump Hill Lease renewal. Discussion was held.

Keven Geis provided an updated on the Congestion Mitigation and Air Quality (CMAQ) FY24 Grant.

Ron Smith provided a report on the 2023 Wings and Wheels event.

Denton Knapp presented the upcoming Commissioners Calendar of Events.

Commissioner Ford left the meeting at 2:59 PM.

A Workshop was held on Port of Entry Concerns.

There being no further business to come before the Commissioners, the meeting was adjourned at 5:09 PM.

Cindy Lovelace, County Clerk
Board of County Commissioners

Colleen Faber, Chairman
Board of County Commissioners

Office of County Commissioners
July 18, 2023
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, July 18, 2023. Chairman Faber called the meeting to order at 9:00 AM. Pastor Caleb Nelson led the Invocation and the Pledge of Allegiance.

Present were Colleen Faber, Jim Ford, Butch Knutson, Kelley McCreery, Del Shelstad, Commissioners; Cindy Lovelace, County Clerk; Denton Knapp, Commissioners Executive Director.

The following Consent Agenda was presented:

MINUTES

Board of Commissioners Regular Meeting, July 5, 2023

MONTHLY REPORTS

Clerk of District Court – June 2023

County Clerk – June 2023

Sheriff's Office – June 2023

Worker's Comp – 2nd Quarter 2023

941 Tax Report – 2nd Quarter 2023

AGREEMENTS

Amendment One to the Contract between Wyoming Department of Family Services and Campbell County regarding the Community Juvenile Services Board to amend the responsibilities of Campbell County.

LINE ITEM TRANSFERS – FY2022-2023

Airport

Transfer \$200.00 from 100751-62450 EE Dev Meet Air Meal Lodg to 100751-62020 Communication/Network Expense

Transfer \$600.00 from 100751-62450 EE Dev Meet Air Meal Lodg to 100751-62180 Media/Subscription/Periodical

Transfer \$20,000.00 from 100751-62220 Utilities to 100751-64200 Diesel

Transfer \$1,400.00 from 100751-62080 Public Relations and Promotions to 100751-62100 Publications and Legal Notices

Transfer \$1,100.00 from 100751-62720 Software Fees to 100751-62100 Publications and Legal Notices

Transfer \$33,280.00 from 310311-46150 Unanticipated Grants Revenue-Project 311GS23UNAN-AIRPORT to

310751-42740 State Cap Pub Works-Project 751GS2311A-PROFSERV

Transfer \$33,280.00 from 310311-67400 Unanticipated Grants Expense-Project 311GS23UNAN-AIRPORT to

310751-67280 State Cap Grant Pub Works-Project 751GS2311A-PROFSERV

Children's Developmental Services

Transfer \$1,484.15 from 310703-60200 Special Ed Part Time – Regular to 310703-60005 Special Ed Full Time – Regular

Transfer \$7.24 from 310704-60100 EHS Full Time – OT to 310704-60200 EHS Part Time – Regular

Transfer \$184.79 from 310704-61000 EHS FICA/Medicare to 310704-60200 EHS Part Time – Regular

Transfer \$1,851.01 from 310704-61400 EHS Retirement to 310704-60200 EHS Part Time – Regular

Transfer \$1,516.38 from 310704-61400 EHS Retirement to 310704-61100 EHS Workers Comp

Transfer \$3,101.00 from 100701-62450 Gen Admin EE Dev Meet Trav Meal Lodg to 100701-62220 Gen Admin Utilities

Transfer \$27,601.83 from 100701-60005 Gen Admin Full Time – Regular to 100701-61500 Gen Admin Insurance Benefits

Transfer \$26,150.96 from 100701-60200 Gen Admin Part Time – Regular to 100701-61500 Gen Admin Insurance Benefits

Transfer \$0.95 from 310703-60100 Special Ed Full Time – OT to 310703-60005 Special Ed Full Time Regular

Commissioners

Transfer \$119.40 from 100011-62450 EE Dev Meet Trav Meal Lodg to 100011-64200 Diesel

Transfer \$3,500.00 from 100012-62180 Media/Subscriptions/Periodical to 100012-60100 Full Time – OT

Transfer \$2,400.00 from 100012-62760 Office Equip Main Contracts to 100012-60100 Full Time – OT

Transfer \$4,371.00 from 100011-62450 EE Dev Meet Trav Meal Lodg to 100012-60100 Full Time – OT

Transfer \$1,000.00 from 100012-64000 Supplies to 100012-62720 Software Cost

Transfer \$366.10 from 100012-62220 Assn Dues, Fees, and Licensure to 100012-62720 Software Cost

Transfer \$1,220.75 from 100013-62260 Professional Services to 100013-63440 Miscellaneous Expense

Transfer \$0.92 from 100011-62450 EE Dev Meet Trav Meal Lodg to 100012-60100 Full Time - OT

Emergency Management

Transfer \$649.75 from 100411-62450 EE Dev Meet Trav Meal Lodg to 100411-60100 Full Time – OT

Extension Office

Transfer \$71.00 from 100102-63420 Program Support to 100101-62000 Postage

Transfer \$351.00 from 100101-62760 Copier Maintenance to 100101-62000 Postage

Transfer \$50.00 from 100101-64000 Office Supplies to 100101-62000 Postage

Transfer \$97.00 from 100104-64150 Gasoline to 100101-64150 Gasoline

Transfer \$1,104.35 from 100101-60100 Full Time – OT to 100101-60005 Full Time – Regular

Transfer \$3,025.85 from 100101-60200 Part Time – Regular to 100101-60005 Full Time – Regular

Transfer \$18.00 from 100101-60200 Part Time – Regular to 100101-60700 Part Time – OT
Transfer \$112.30 from 100101-60200 Part Time – Regular to 100101-61400 Retirement
Transfer \$905.24 from 100101-60200 Part Time – Regular to 100101-61500 Insurance Benefits
Transfer \$535.00 from 100104.60100 Full Time – OT to 100104-60005 Full Time – Regular
Transfer \$213.90 from 100104.61000 FICA/Medicare to 100104-60005 Full Time – Regular
Transfer \$297.44 from 100101-60200 Part Time – Regular to 100104-60005 Full Time – Regular
Transfer \$94.40 from 100101-61000 FICA/Medicare to 100104-61400 Retirement
Transfer \$170.09 from 100101-61000 FICA/Medicare to 100104-61500 Insurance Benefits

Fair

Transfer \$125.00 from 100731-64100 Clothing/Uniform to 700731-64000 Supplies

Juvenile & Family Drug Court

Transfer \$100.00 from 310452-67220 Substance Abuse TX-Project 452GS23CST-SUBABTREAT-JFDC to Project 452GS23CST-GRADINCENT Graduation/Incentives

Museum

Transfer \$4,185.94 from 100721-60005 Full Time – Regular to 100721-60100 Full Time – OT

Library

Transfer \$3,838.00 from 100711-62760 Office Equip Maint to 100713-62220 Utilities
Transfer \$183.00 from 100711-62760 Office Equip Maint to 100713-62220 Utilities

Parks & Recreation

Transfer \$650.00 from 100775-64000 Supplies-Project 770775-AQUATICS-SUPPLIES-POOLSUPP to 100775-63420 Special Event/Program Cost-Project 770775-ADULT-SOFTBALL-PROGCOST
Transfer \$875.00 from 100773-62450 EE Dev Meet Air Meal Lodg-Project 770773-EMPLTRAN-STAFFDEV to 100773-64000-Project 770773-SUPPLIES-POOLSUPP
Transfer \$36.00 from 100776-60100 Full Time – OT to 100771-60100 Full Time – OT
Transfer \$4,380.00 from 100776-61500 Insurance Benefits to 100771-61500 Insurance Benefits
Transfer \$100.00 from 100774-60100 Full Time – OT to 100775-60100 Full Time – OT
Transfer \$32.00 from 100774-65080 Building Maintenance-Project 770774-BUILDMAINT-LIGHTMAINT to Project 770774-BUILDMAINT-ELECSUPP
Transfer \$890.00 from 100774-64000 Supplies-Project 770774-SUPPLIES-PORTAJOHNS to Project 770774-SUPPLIES-GENEQUIP
Transfer \$2,573.00 from 100776-62220 Utilities-Project 770776-ELECTRIC to 100776-62200 Assn Dues, Fees and Licensure-Project 770776-ASSNDUES
Transfer \$370.00 from 100773-63420 Special Event/Program Cost-Project 770773-NEWYTHPRO-PROGCOST to Project 770777-BBALLJH-PROGCOST
Transfer \$50.00 from 100777-63420 Special Event/Program Cost-Project 770777-VBALL-PROGCOST to 100777-62020 Communication/Network Expense-Project 770777-COMMNET-PHONE
Transfer \$1,620 from 100776-62220 Utilities-Project 770776-UTILITIES-ELECTRIC to 100776-63240

Sales/Lodging/Property Tax-Project 770776-SALESTAX-CSB

Transfer \$230.00 from 100776-62220 Utilities-Project 770776-UTILITIES-ELECTRIC to 100776-63240 Sales/Lodging/Property Tax-Project 7700776-SALESTAX-MDDB

Public Health

Transfer \$1,700.00 from 100407-64700 Medical Supplies to 100407-62580 Indigent Burials

Transfer \$1,700.00 from 100407-64700 Medical Supplies to 100407-62580 Indigent Burials

Public Works

Transfer \$17,000.00 from 100083-60005 Full Time – Regular to 100083-62220 Utilities

Road & Bridge

Transfer \$6,500.00 from 100141-65160 Fencing to 100141-64300 Lubricants

Transfer \$2,000.00 from 100141-63050 Royalties to 100141-64300 Lubricants

Sheriff

Transfer \$3,000.00 from 100052-64060 Janitorial Supplies to 100052-65080 Building Maintenance

Transfer \$500.00 from 100052-64650 Food Services to 100051-62260 Professional Services

Treasurer

Transfer \$2,000.00 from 10031-62080 Public Relations to 100031-62000 Postage & Freight

LINE ITEM TRANSFERS – FY2023-2024

Adult Treatment Courts

Transfer \$1,000.00 from 310311-67400 Unanticipated Grants Expense-Project 311G24UNAN-STIPEND-ATC to 310015-67220 State Op Grant Pub Safety-Project 015GS24CST-STIPEND (FY19 Deferred Revenue Correction)

Transfer \$1,000.00 from 310311-46150 Unanticipated Grants Revenue-Project 311G24UNAN-STIPEND-ATC to 310015-42620 State Op Grant Pub Safety-Project 015GS24CST-STIPEND (FY19 Deferred Revenue Correction)

Transfer \$1,499.00 from 310311-67400 Unanticipated Grants Expense-Project 311G24UNAN-STIPEND-ATC to 310015-67220 State Op Grant Pub Safety-Project 015GS24CST-STIPEND (FY22 Deferred Revenue Correction)

Transfer \$1,499.00 from 310311-46150 Unanticipated Grants Revenue-Project 311G24UNAN-STIPEND-ATC to 310015-42620 State Op Grant Pub Safety-Project 015GS24CST-STIPEND (FY22 Deferred Revenue Correction)

Transfer \$1,499.00 from 310311-67400 Unanticipated Grants Expense-Project 311G24UNAN-STIPEND-ATC to 310015-67220 State Op Grant Pub Safety-Project 015GS24CST-STIPEND (FY23 Deferred Revenue Correction)

Transfer \$1,499.00 from 310311-46150 Unanticipated Grants Revenue-Project 311G24UNAN-STIPEND-ATC to 310015-42620 State Op Grant Pub Safety-Project 015GS24CST-STIPEND (FY23 Deferred Revenue Correction)

Airport

Transfer \$10,400.00 from 310311-46150 Unanticipated Grants Revenue-Project

311GS24UNAN-AIRPORT to 310751-42740 State Cap Pub Works-Project 751GS2411A-PROFSERV

Transfer \$10,400.00 from 310311-67400 Unanticipated Grants Expense-Project

311GS24UNAN-AIRPORT to 310751-67280 State Cap Pub Works-Project 751GS2411A-PROFSERV

Emergency Management

Transfer \$15,000.00 from 310311-67400 Unanticipated Grants Expense-Project

311G24UNAN-EMPG-ARPA to 310751-67280 Fed Cap Grant Public Safety-Project

411GF24SIR-FED

Transfer \$15,000.00 from 310311-46150 Unanticipated Grants Revenue-Project

311G24UNAN-EMPG-ARPA to 310751-46150 Fed Cap Grant Public Safety-Project

411GF24SIR-FED

Juvenile & Family Drug Court

Transfer \$1,000.00 from 310311-67400 Unanticipated Grants Expense-Project 311G24UNAN-STIPEND-JFDC to

310452-67220 State Op Grant Pub Safety-Project 452GS24CST-STIPEND (Prior 6/30/2021 Deferred Revenue Correction)

Transfer \$1,000.00 from 310311-46150 Unanticipated Grants Revenue-Project 311G24UNAN-STIPEND-JFDC to

310452-42620 State Op Grant Pub Safety-Project 452GS24CST-STIPEND (Prior 6/30/2021 Deferred Revenue Correction)

Transfer \$1,499.00 from 310311-67400 Unanticipated Grants Expense-Project 311G24UNAN-STIPEND-JFDC to

310452-67220 State Op Grant Pub Safety-Project 452GS24CST-STIPEND (FY22 Deferred Revenue Correction)

Transfer \$1,499.00 from 310311-46150 Unanticipated Grants Revenue-Project 311G24UNAN-STIPEND-JFDC to

310452-42620 State Op Grant Pub Safety-Project 452GS24CST-STIPEND (FY22 Deferred Revenue Correction)

Transfer \$1,499.00 from 310311-67400 Unanticipated Grants Expense-Project 311G24UNAN-STIPEND-JFDC to

310452-67220 State Op Grant Pub Safety-Project 452GS24CST-STIPEND (FY23 Deferred Revenue Correction)

Transfer \$1,499.00 from 310311-46150 Unanticipated Grants Revenue-Project 311G24UNAN-STIPEND-JFDC to

310452-42620 State Op Grant Pub Safety-Project 452GS24CST-STIPEND (FY23 Deferred Revenue Correction)

POSITION VACANCY JUSTIFICATIONS

Airport – Airport Operations Tech II

Children's Developmental Services – Food Service Worker

Children's Developmental Services – Instructional Assistant (Floater – 2 Positions)

Clerk of District Court – Clerk I

Public Works/Custodial – Custodian I

Public Works/Engineering – Engineering Technician
Sheriff's Office – Detention Officer (2 Positions)
Sheriff's Office – Detention Officer/Deputy Sheriff (2 Positions)

HAND WARRANTS

CCEHB - Heath, Dental, Aflac	\$629,444.02
Delta Dental of Wyoming	\$1,736.60
Ensign Equipment	\$20,100.00
Gallagher Benefits Services	\$19,741.69
VSP of Wyoming	\$8,048.66
Black Hills Energy	\$914.60
CenturyLink	\$194.55
City of Gillette	\$4,466.04
Means First Ext Water & Sewer	\$206.04
Paintbrush Services	\$605.00
Wright Water & Sewer District	\$225.50
Worker's Compensation Division	\$113,759.30
Black Hills Energy	\$1,029.94
Campbell County Clerk Tax Acct	\$361.50
City of Gillette	\$2,584.61
Verizon Wireless - Public Works	\$457.97
Campco Federal Credit Union	\$150.00
Circuit Court of Campbell County	\$484.65
Campbell County Clerk Tax Acct	\$298,549.85
Campbell County Treasurer - FLX/HSA	\$41,200.00
Great West Trust Company	\$28,803.00
IRS Department of Treasury	\$2,965.66
Sheridan County Circuit Court	\$316.10
Wyoming Child Support Enforcement	\$1,274.21
Lowe Roofing of Wyoming	\$53,840.00
Komatsu America Corp	\$194,230.00
Yellowjacket Construction	\$20,800.00
Absolute Auto	\$13,995.00
Absolute Auto	\$14,995.00
Wyoming Machinery	\$144,550.00

Commissioner Shelstad moved the Board approve all items of the Consent Agenda as presented.
Commissioner McCreery seconded the motion. All voted Aye. Motion Carried.

Commissioner Ford presented the Commission Calendar of Events.

Denton Knapp provided the Veterans Update.

Scott Taylor and Isaac Finkle from the Wyoming Department of Transportation conducted a presentation on the Annual State Transportation Improvement Program (STIP).

James Higginbotham provided an update on the National High School Finals Rodeo Association.

Commissioner Ford moved the Board approve the Sole Source Purchase Request and agreement between Axon Enterprise, Inc and the Campbell County Sheriff's Office to lease vehicle cameras, in the amount of \$492,948.00, for a 60-month period from January 2024 to January 2028, as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion Carried.

Commissioner Shelstad moved the Board approve the Business Ready Community Grant and Loan Program Grant Agreement between the Wyoming Business Council, Investments Division and Campbell County for the design and construction of the Pronghorn Industrial Park sewer system, in the amount of \$2,669,450.00, and completion of construction services by June 30, 2025, as presented. Commissioner McCreery seconded the motion. All voted Aye. Motion Carried.

Commissioner Shelstad moved the Board approve the Statement of Work between CivicPlus and Campbell County to purchase the CivicClerk Agenda and Meeting Management software and approve the transfer of \$4,778 from General County Professional Services (100013-62660) to Software Cost (100012-62720) to cover the price difference and implementation costs, as presented. Commissioner Ford seconded the motion. All voted Aye. Motion Carried.

Commissioner Shelstad moved the Board re-appoint Harry Averett to the Planning Commission to serve a three-year term, ending June 30, 2026, as presented. Commissioner McCreery seconded the motion. All voted Aye. Motion Carried.

Commissioner Ford moved the Board approve the Memorandum of Understanding between the Department of Interior, Bureau of Land Management and Campbell County as Cooperating Agencies for the Development of the Programmatic Environmental Impact Statement and Associated Resource Management Plan Amendments for Utility-Scale Energy Development on Public Lands, as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion Carried.

An opportunity for Public Comment was provided. No Public Comment was given.

Commissioner Shelstad moved to convene into Executive Session to discuss personnel. Commissioner McCreery seconded the motion. All voted Aye. Motion Carried.

EXECUTIVE SESSION

Regular Session reconvened.

Commissioner McCreery moved the Board approve the removal of Mark Dorr from the Public Land Board, as recommended by the Public Land Board. Commissioner Ford seconded the motion. Poll vote was taken by the Clerk. All voted Aye. Motion Carried.

Commissioners gave Final Comments.

Commissioner Shelstad left the meeting.

Commissioner Ford moved the board convene into Executive Session to discuss pending litigation. Commissioner McCreery seconded the motion. All voted Aye. Motion Carried.

EXECUTIVE SESSION

There being no further business to come before the Board of Commissioners, the regular meeting was adjourned at 12:32 PM. The next regular meeting of the Commissioners will be held Tuesday, August 1, 2023, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Cindy Lovelace, County Clerk
Board of County Commissioners

Colleen Faber, 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.campbellcountyny.gov

Office of County Commissioners
July 19, 2023
Gillette, WY

The Campbell County Board of Commissioners met with the Airport Board, Wednesday, July 19, 2023, at 4:00 PM.

Present were Colleen Faber, Jim Ford, Kelley McCreery, Commissioners; Cindy Lovelace, County Clerk; Denton Knapp, Commissioners Executive Director; Todd Chatfield, Airport Director; and members of the Airport Board. Commissioners Knutson and Shelstad were absent from the meeting.

A report was given on RFP/GateOne. Discussion was held.

An update was given on the Southside Hanger Development Project. Discussion was held.

The Board of Commissioners discussed the process of filling the vacant position on the Public Land Board.

Final Comments were given by the Commissioners.

Commissioners left the meeting at 4:23 PM.

Cindy Lovelace, County Clerk
Board of County Commissioners

Colleen Faber, Chairman
Board of County Commissioners

Office of County Commissioners
July 26, 2023
Gillette, WY

Joint Powers Fire Board Meeting

The Campbell County Board of Commissioners met with the Joint Powers Fire Board on Wednesday, July 26, 2023, at 5:30 PM.

Present were Butch Knutson, Kelley McCreery, Del Shelstad, Commissioners; Cindy Lovelace, County Clerk; Sandra Beeman, Deputy Director of Administration; Kyle Ferris, Deputy County Attorney; Jeff Bender, Fire Chief; Members of the JP Fire Board and Fire Department. Chairman Colleen Faber attended via teleconference. Commissioner Jim Ford was absent from the meeting.

Jeff Bender and Brian Borgialli presented a slide show and review of the emergency response to NARM after the tornado on 6/23/2023. Discussion was held.

Jeff Bender reported that Truck One has arrived and is being prepared to be placed in service.

Staff recruitment and hiring update was given by Jeff Bender.

Jeff Bender provided an update on the Fire Department Master Plan.

Jeff Bender reported the Station One Mitigation Project is complete and provided a status update on the Forest Service Thunder Basin Work Center and Training Center Master Plan.

Discussion was held concerning burn restrictions.

Jeff Bender announced that Campbell County Firefighter Richard Hauber is nominated for the State of Wyoming Firefighter Hall of Fame. The Induction Ceremony will be held 8/19/2023.

Jeff Bender provided a report on the 2023 NHSFR. Discussion was held.

There being no further business to come before the Board, the meeting was adjourned at 6:25 PM.

Cindy Lovelace, County Clerk
Board of County Commissioners

Colleen Faber, Chairman
Board of County Commissioners

06/20/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-224

NAME: REBELLION ENERGY II LLC

NOTICE ISSUED FOR:

NOVC# 2023-0237

OTHER:

☒ **PARTIAL**
☒ **REBATE**
☐ **CANCELLATION**

YEAR: 2019

TAX NOTICE NO.

ACCOUNT/PARCEL# 50061394

DISTRICT NO. 0100

ASSESSED VALUATION: \$5,927

AMOUNT: \$ 355.10

 **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

ADMINNO: 14982

TAXROLL CORRECTION
Tax Year: 2019

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Name: REBELLION ENERGY II LLC

Account #: C0061394

ATTN JEFF ENKELMANN

Map #:

Address: 5416 S YALE AVE STE 300

Parcel #:

TULSA, OK 74135-6241

Account Type State Assessed

Sub\Lot\Block

Legal Desc:

PLEASE MAKE THE FOLLOWING CHANGES TO THE TAX ROLL
FOR THE ABOVE MENTIONED YEAR

Tax District:	0100	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty \$
Prior Values		\$87,148.00	\$87,148.00	59.9120	\$5,221.21	\$0.00
Adjusted Values		\$81,221.00	\$81,221.00	59.9120	\$4,866.11	\$0.00
Difference	Decrease Tax Roll	-\$5,927.00	-\$5,927.00	0.0000	-\$355.10	\$0.00

Reason 6-20-23 REBATE #2021-224 PER NOVC #2023-0237 (\$5,927) (\$355.10).

Appraiser

Date

Reviewed By

Date

Signature

Date

06/19/2023

06/20/2023

date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-225

NAME: REBELLION ENERGY II LLC

NOTICE ISSUED FOR:

NOVC# 2023-0237

OTHER:

☒ PARTIAL
☒ REBATE
☐ CANCELLATION

YEAR: 2020

TAX NOTICE NO.

ACCOUNT/PARCEL# 50061394

DISTRICT NO. 0100

ASSESSED VALUATION: \$67,196

AMOUNT:\$ 4,035.52

 COUNTY ASSESSOR

APPROVED: ☐ DENIED: ☐

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

ADMINNO: 14983

TAXROLL CORRECTION
Tax Year: 2020

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type: **Name:** REBELLION ENERGY II LLC
Account #: C0061394 **ATTN** JEFF ENKELMANN
Map #: **Address:** 5416 S YALE AVE STE 300
Parcel #: TULSA, OK 74135-6241
Account Type State Assessed
Sub\Lot\Block
Legal Desc:

PLEASE MAKE THE FOLLOWING CHANGES TO THE TAX ROLL
FOR THE ABOVE MENTIONED YEAR

Tax District:	0100	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty \$
Prior Values		\$715,614.00	\$715,614.00	60.0560	\$42,976.91	\$0.00
Adjusted Values		\$648,418.00	\$648,418.00	60.0560	\$38,941.39	\$0.00
Difference	Decrease Tax Roll	-\$67,196.00	-\$67,196.00	0.0000	-\$4,035.52	\$0.00

Reason 6-20-23 REBATE #2021-0225 PER NOVC #2023-0237 (\$67,196) (\$4,035.52).

Appraiser

Date

Reviewed By

Date

Signature

Date

06/19/2023

Campbell County
Rachael Knust, Treasurer
2020 STATE ASSESSED - MINERALS TAX BILL

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

PO. Box 1027
 Gillette, WY 82717

Assessed Valuation

District 0100 **Parcel Number** 050061394 **State Acct. No.** C0061394

Assessed Value 715,614

REBELLION ENERGY II LLC
 ATTN JEFF ENKELMANN
 5416 S YALE AVE STE 300
 TULSA, OK 74135-6241

Total Valuation 715,614
 Mill Levy 60.056
 General Taxes 42,976.91
 Special Taxes 0.00
Total Tax \$42,976.91

(Payment Schedule is provided below)

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

Legal Description

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	8,069.26
CNTY HOSPITAL DIST TRUST FUND	3.000	2,146.84
CNTY SPEC CEMETERY BOARD TRUST	.826	591.10
CNTY UNIFIED SPEC DIST TRST FD	25.000	17,890.35
CNTY WEED & PEST BOARD TRUST	.454	324.89
COOPERATIVE HIGHER EDUC SERV	.500	357.80
COUNTY WIDE SCHOOL TRUST FUND	6.000	4,293.68
STATE OF WY FOUND PRG TRST FND	12.000	8,587.37
UNIFIED SCHOOL - RECREATION	1.000	715.62
TOTAL	60.056	42,976.91

Payments may be mailed 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!

Parcel# : 050061394

1st Half Installments

Install#	Due Date	Amount
1	10/10/2020	10,744.23
2	11/10/2020	10,744.23
		21,488.46

Parcel# : 050061394

2nd Half Installments

Install#	Due Date	Amount
1	04/10/2021	7,159.95
2	05/10/2021	7,164.25
3	06/10/2021	7,164.25
		21,488.45

06/20/2023

date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-226

NAME: REBELLION ENERGY II LLC

NOTICE ISSUED FOR:

NOVC# 2023-0237

OTHER:

☒ **PARTIAL**
☐ **REBATE**
☒ **CANCELLATION**

YEAR: 2021

TAX NOTICE NO.

ACCOUNT/PARCEL# 50061394

DISTRICT NO. 0100

ASSESSED VALUATION: \$2,540,406

AMOUNT:\$ 152,995.92

Joy A. Clement **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

ADMINNO: 14984

TAXROLL CORRECTION
Tax Year: 2021

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type: **Name:** REBELLION ENERGY II LLC
Account #: C0061394 **ATTN** JEFF ENKELMANN
Map #: **Address:** 5416 S YALE AVE STE 300
Parcel #: TULSA, OK 74135-6241
Account Type State Assessed
Sub\Lot\Block
Legal Desc:

PLEASE MAKE THE FOLLOWING CHANGES TO THE TAX ROLL
FOR THE ABOVE MENTIONED YEAR

Tax District:	0100	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty \$
Prior Values		\$5,080,811.00	\$5,080,811.00	60.2250	\$305,991.84	\$0.00
Adjusted Values		\$2,540,405.00	\$2,540,405.00	60.2250	\$152,995.89	\$0.00
Difference	Decrease Tax Roll	-\$2,540,406.00	-\$2,540,406.00	0.0000	-\$152,995.95	\$0.00

Reason 6-20-23 CANELLATION #2021-226 PER NOVC #2023-0237. 2ND HALF ONLY.

Appraiser

Date

Reviewed By

Date

Signature

Date

06/19/2023



WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF
REBELLION ENERGY II LLC**

**NOTICE OF VALUATION CHANGE
2023-0237**

Operator ID: 02654

**ASSESSOR
Campbell**

Page 1 of 3

On April 19, 2023, a deficiency assessment was issued by the Wyoming Department of Revenue to Rebellion Energy II LLC / WRC Energy LLC for the attached properties.

The Wyoming Department of Revenue issued the deficiency assessment as a result of an audit conducted by the Wyoming Department of Audit. Discrepancies were discovered in the reporting of oil and natural gas production for the attached properties. W.S. 39-14-209(d)(iii) may be applicable.

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. REBELLION ENERGY II LLC address is:

REBELLION ENERGY II LLC
MOLLY CONRAD
P.O. 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.

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
REBELLION ENERGY II LLC**

**NOTICE OF VALUATION CHANGE
2023-0237**

Operator ID: 02654

**ASSESSOR
Campbell**

Page 2 of 3

<u>Tax Year</u>	<u>Prod Year</u>	<u>Group Name</u>	<u>Group Number</u>	<u>County</u>	<u>Tax District</u>	<u>Mineral</u>	<u>Taxable Value Change</u>
2021	2020	WILDCAT	010453	Campbell	0100	Natural Gas	(267,635)
2021	2020	WILDCAT	010453	Campbell	0100	Oil	0
2020	2019	WILDCAT	009854	Campbell	0100	Oil	1
2019	2018	WILDCAT	007762	Campbell	0100	Oil	601
2021	2020	WILDCAT	009854	Campbell	0100	Natural Gas	(235,688)
2020	2019	WILDCAT	007762	Campbell	0100	Natural Gas	4,425
2020	2019	WILDCAT	007762	Campbell	0100	Oil	1
2021	2020	WILDCAT	010454	Campbell	0100	Natural Gas	(441,246)
2021	2020	WILDCAT	009854	Campbell	0100	Oil	0
2021	2020	WILDCAT	010454	Campbell	0100	Oil	(1)
2021	2020	WILDCAT	007762	Campbell	0100	Natural Gas	(3,237)
2021	2020	WILDCAT	010290	Campbell	0100	Natural Gas	(53,282)
2021	2020	WILDCAT	007762	Campbell	0100	Oil	(1)
2019	2018	WILDCAT	007762	Campbell	0100	Natural Gas	(5,927)
2020	2019	WILDCAT	009854	Campbell	0100	Natural Gas	(71,621)
2021	2020	WILDCAT	010290	Campbell	0100	Oil	0

WYOMING DEPARTMENT OF REVENUE

IN THE MATTER OF THE
ASSESSMENT OF
REBELLION ENERGY II LLC

Operator ID: 02654

NOTICE OF VALUATION CHANGE
2023-0237

ASSESSOR
Campbell

Page 3 of 3

MADE AND ENTERED at Cheyenne, Wyoming, this 15th day of June, 2023.

WYOMING DEPARTMENT OF REVENUE

Brenda L. Henson

Craig Grenvik

Brenda L. Henson
Director, Department of Revenue

Craig Grenvik
Administrator, Mineral Tax Division

2019-Oil #601 MLX 59.912 #36.01 Added Roll see Schl #61383	2019-GAS (#5,927) MLX 59.912 (#355.10) Rebate #2021-224 see Schl #61394
2020-Oil #2 MLX 60.056 #12 Added Roll see Schl #61383 (Did not process)	2020-GAS (#67,196) MLX 60.056 (#4,035.52) Rebate #2021-225 see Schl #61394
2021-Oil (#2) MLX 60.225 (#12) (Did not process)	2nd half 2021-GAS (#1,001,088) MLX 60.225 (#60,290.50) Cancellation #2021-226 #2,540,406 see Schl #61394 - #1,001,088 Novc Added Roll see Schl #61394 #1,539,318

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

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-227

NAME: GRUBBS DALLAS H III & SHARON L

NOTICE ISSUED FOR:

NOVC#

OTHER: NO EQUIPMENT

☐ **PARTIAL**
☐ **REBATE**
☒ **CANCELLATION**

YEAR: 2022

TAX NOTICE NO.

ACCOUNT/PARCEL# 30061694

90061694

DISTRICT NO. 0100

ASSESSED VALUATION: 2,375

AMOUNT:\$ 148.56

 **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

6-20-2023

Cancellation #2021-227

Campbell County**Rachael Knust, Treasurer**
2022 PERSONAL PROPERTY TAX BILL(307) 682-7268
<https://www.campbellcountwy.gov>PO. Box 1027
Gillette, WY 82717**District** 0100 **Parcel Number** 0P0061694 **State Acct. No.** P0061694 **GEO Pin** 33330006169400GRUBBS DALLAS H III & SHARON L
120 ALPINE DR
GILLETTE, WY 82718-8844**Assessed Valuation**Real Estate Value 0
Improvements/Buildings Value 0
Personal Property Value 2,375Total Valuation 2,375
Mill Levy 62.553General Taxes 148.56
Special Taxes 0.00**Total Tax** \$148.56**First Installment** \$74.28

Delinquent after November 10, 2022

Second Installment \$74.28

Delinquent after May 10, 2023

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

Legal DescriptionLOCATION: 120 ALPINE DR
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	26.68
CNTY HOSPITAL DIST TRUST FUND	3.000	7.12
CNTY SPEC CEMETERY BOARD TRUST	.862	2.04
CNTY UNIFIED SPEC DIST TRST FD	25.000	59.38
CNTY WEED & PEST BOARD TRUST	.411	.98
COLLEGE FOUNDATION PROGRAM	2.545	6.04
COOPERATIVE HIGHER EDUC SERV	.500	1.18
COUNTY WIDE SCHOOL TRUST FUND	6.000	14.26
STATE OF WY FOUND PRG TRST FND	12.000	28.50
UNIFIED SCHOOL - RECREATION	1.000	2.38

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 2022 TAX ONLINE AT:**
<https://itax.tylertech.com/CampbellWY/>

TOTAL 62.553 148.56

DUE DATES AND PAYMENT INFORMATION**1st half installments are delinquent after November 10, 2022. 2nd half installments are delinquent after May 10, 2023.**

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, 2022

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!****2022 FIRST INSTALLMENT COUPON**
OR TOTAL TAX DUE COUPONGRUBBS DALLAS H III & SHARON L
120 ALPINE DR
GILLETTE, WY 82718-8844

Parcel#: 0P0061694

Please Circle Which Amount You Are Paying:First Installment (Due on or before 11/10/2022): \$74.28
Total Tax (Due on or before 12/31/2022): \$148.56**2022 SECOND INSTALLMENT COUPON**GRUBBS DALLAS H III & SHARON L
120 ALPINE DR
GILLETTE, WY 82718-8844

Parcel#: 0P0061694

Second Installment (Due on or before 05/10/2023): \$74.28



Information Technology Services

To: Campbell County Board of Commissioners
From: Phil Harvey
CC: Denton Knapp
Date: 7/20/2023
Re: Annual Computer & Monitor Purchase

Earlier this month we distributed a RFP for our annual computer and monitor purchase to several vendors, including all the local businesses we could locate.

After significant review of the responses, staff recommend the bid be awarded to CDW. Their bid meets our minimum specifications and was within our budgeted amount.

I respectfully request your approval of the attached contract, so we can move forward with the purchase and begin replacing the obsolete equipment.

Sincerely,

Phil Harvey
IT Director

**CONTRACT FOR PURCHASE
2023 COMPUTER AND PERIPHERAL EQUIPMENT
Exhibit B**

This AGREEMENT made as of this 1st day of August 2023 by and between CAMPBELL COUNTY (hereinafter called OWNER) of 500 S. Gillette Ave., Ste.B700, Gillette, Wyoming 82716 and CDW Government (hereinafter called CONTRACTOR).

WITNESSETH that OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth agree as follows:

Article 1. The CONTRACTOR shall supply all computers and peripheral equipment (hereinafter called EQUIPMENT) as specified in the BIDDING DOCUMENTS.

Article 2. The delivery of all specified EQUIPMENT will be completed no later than Sept 4, 2023.

Article 3. The OWNER shall pay the CONTRACTOR for the performance of the contract subject to additions and deductions at the stated unit prices as bid in the amount(s) of \$143,929.05

Article 4. The CONTRACTOR warrants the EQUIPMENT as specified for each item in the Bidding Documents.

Article 5. The CONTRACTOR will provide warranty service/repairs on the EQUIPMENT unless waived by the OWNER. If the time limit specified in the BIDDING DOCUMENTS is not met, the OWNER may have the repairs performed elsewhere and bill the CONTRACTOR for the warranty repairs.

Article 6. All other terms and conditions contained in the Bidding Documents are made a part of this agreement by this reference as if fully set forth herein.

CONTRACTOR

By: _____

Title: _____

On this _____ day of _____, 2023, before me personally appeared _____, who affirmed they are the _____ of _____ and said document was signed by them on behalf of said corporation by authority of its bylaws (or a Resolution of its Board of Directors), and acknowledged to me that said corporation executed the same.

Notary Public

My Commission Expires: _____

SEAL

OWNER

CAMPBELL COUNTY

By:
Colleen Faber
Chair,
Campbell County Board of Commissioners

ATTEST:

Cindy Lovelace, County Clerk

**OFFICE**

500 S. Gillette Avenue, Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX
www.campbellcountywy.gov

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS

Colleen Faber, Chairman
Del Shelstad
Jim Ford
Butch Knutson
Kelley McCreery

August 1, 2023

Delmer Shelstad
The Range
37 Kinsey Lane
Gillette, WY 82716

Dear Mr. Shelstad:

Thank you for your generous donation to the Campbell County Sheriff's Office. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose, FEIN# 83-6000103.

On July 17, 2023 you made a contribution a custom built indoor shooting range, with an appraised value of \$1,060,659.00; appraisal from Justin W. Biesheuvel, member of Certified Appraisers Guild of America. This gift is greatly appreciated and will be used to support our mission.

No goods or services were rendered in exchange for your contribution. Your contribution is tax deductible to the full extent permitted by law. Please retain this letter for your tax records.

With gratitude,

Colleen Faber
Chairman

Appraisal Report

Delmer Shelstad
The Range
37 Kinsey Lane
Gillette, Wyoming 82716

File #58

Prepared by:
Justin W. Biesheuvel
700 Arapahoe Ave.
Gillette, Wyoming 82718

Member: Certified Appraisers Guild of America

Table of Contents

Title Page	1
Table of Contents	2
Summary	3
Analysis	4
Conditions of Appraisal	5
Certification	5
Purpose of Report	6
Method of Valuation	6
Definition of Value	6
Basis of Appraisal	6
Description	6
Appraiser Qualifications	7
Value Listings	Appendix A

Summary

On July 17, 2023, at the request of Delmer Shelstad, I personally inspected the assets of The Range, 37 Kinsey Lane, Gillette, Wyoming.

Value

Replacement Cost (New)

The Replacement Cost (New) for the property in total is:
\$1,060,659.00

This is not the appraisal report. The appraisal report must be read in its entirety.

Analysis

Analysis

The Range has decided to donate their custom built indoor shooting range to the local Sheriffs Dept, this is a very unique and one of a kind type item, built specifically for this purpose. Without the sale of the actual building it was in, there is no comparables for proper valuation. This is not something you are able to purchase from a company or business, it almost has to be designed for the facility it will be installed in. We have used replacement value with no depreciation because of inflation and covid, the cost of materials to build this type of facility now would be anywhere from 250,000.00 to 500,000.00 in additional costs.

Conditions of Appraisal

The value stated in this Appraisal Report is based on the best judgment of the appraiser given the facts and conditions available at the date of the valuation.

The use of the report is limited to the purpose of determining the value of personal property for Charitable Deduction purposes.

Any additional research or testimony required by the client or the court will be billed at the current rates.

Disclosure of the contents of the report is governed by the Standards and Practices of the Certified Appraisers Guild of America.

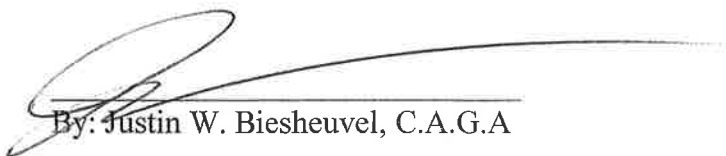
Certification of Report

Neither Justin W. Biesheuvel nor any of my employees have any present or future interest in the subject property. No prohibited fee was assessed for this report.

Justin W. Biesheuvel has successfully completed the personal property appraiser certification program with the Certified Appraisers Guild of America and is a member in good standing. This report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice and with the Standards and Practices of the Certified Appraisers Guild of America which has review authority of this report.

The appraiser understands that a substantial or gross valuation misstatement resulting from an appraisal of the value of property that the appraiser knows, or reasonably should have known, would be used in connection with a return or claim for refund, may subject the appraiser to a civil penalty under § 6695A.

Justin W. Biesheuvel has personally examined the subject property. The statements of fact contained in this report are true and correct to the best knowledge and belief of the appraiser.



By: Justin W. Biesheuvel, C.A.G.A

Purpose of the Report

The purpose of this report is to determine the value for Charitable Deduction purposes for Delmer Shelstad, Gillette, Wyoming.

Method of Valuation

The method of valuation used for this appraisal is the Replacement Cost (New).

Definition of Value

Replacement Cost (New)

Replacement Cost (New) is defined as the cost to replace the appraised items in new condition on the open market.

Basis of Appraisal

Valuation Date

The date of valuation for determining the value estimation is July 17, 2023.

Date Appraisal Conducted

This appraisal was conducted on July 17, 2023.

Limitations of Property

There were no limitations on use or disposition of this property.

Description

An itemized list with descriptions is in Appendix A.

Justin W. Biesheuvel
700 Arapahoe Ave.
Gillette, Wyoming 82718

Education & Special Training

NAA Designation Academy 2018
Wyoming Real Estate Institute 2015
Professional Ringmen's Institute 2014
Certified Appraisers Guild of America 2012
Western College of Auctioneering 2009
WAA Annual Convention 2010 to Present

Professional Membership

National Auctioneers Association
Wyoming Auctioneers Association
South Dakota Auctioneers Association
Certified Appraisers Guild of America
Professional Ringmen's Institute
National Association of Realtors
Wyoming Association of Realtors

Professional Designation

Realtor, PRI, C.A.G.A

Experience

Actively engaged as a full time auctioneer/appraiser since 2009, selling a variety of antiques, coins, tools, household, estates, vehicles, equipment, business liquidations & real estate.

Wyoming Auctioneers Association board member from 2011 through 2018. President of the Wyoming Auctioneers Association from 2016 to 2018.

Seminars Attended

Wyoming Auctioneers Convention 2010-2022
Benefit Auctioneer Specialist 2017
Auction Marketing Management 2017
Professional Ringmen's Institute 2014
Certified Appraisers Guild of America 2012
Western College of Auctioneering 2009

Awards

2022 Wyoming Auctioneers People's Choice Award
2020 Black Hills Stock Show Bid Calling Champion
2019 Wyoming Auctioneers People's Choice Award
2015 Wyoming State Bid Calling Champion
2014 Wyoming People's Choice Award

Appendix A

Replacement Cost New

Indoor Range Equipment

61,406.00	(Asset # 11) Security Cameras
433,985.00	(Asset # 12) Range Equipment 1
135,609.00	(Asset # 24) Dust Collector
394,992.00	(Asset # 22) Range Equipment 2
<u>34,667.00</u>	(Asset # 26) Dust Collector Building
<u>1,060,659.00</u>	Total

**OFFICE**

500 S. Gillette Avenue, Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX
www.campbellcountywy.gov

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS

Colleen Faber, Chairman
Del Shelstad
Jim Ford
Butch Knutson
Kelley McCreery

Farm Bureau Federation
1309 West Second Street
Gillette, WY 82718

July 27, 2023

Dear Farm Bureau Federation,

Thank you for your generous donation to Campbell County Fair. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose, FEIN# 83-6000103.

On June 16th, 2023 you made a contribution of \$765 for the purchase of a Central Pavilion scale indicator. This gift was processed as a check. This gift is greatly appreciated and will be used to support our mission.

No goods or services were rendered in exchange for your contribution. Your contribution is tax deductible to the full extent permitted by law. Please retain this letter for your tax records.

With gratitude,

Colleen Faber, Chairman

Farm Bureau Federation

1309. West Second St.

Gillette, WY 82718

June 16th, 2023

RE: Campbell County Fair – Donation Letter

To Whom It May Concern,

The Farm Bureau Federation has agreed to donate funds to the Campbell County Fair in the amount of \$765.00. This donation is for the purchase of the Central Pavilion scale indicator.

Sincerely,

Farm Bureau Federation

Representative Lex Geer

Title: President of Campbell County Farm Bureau



SCALES SALES & SERVICE LLC INVOICE

8615 VERNON AVENUE, OMAHA, NE 68134
402-572-1100 TOLL FREE 877-747-1100 FAX 402-572-1104
EMAIL: INFO@247SCALES.COM

36329

BILL TO

CAMPBELL COUNTY FAIR
1635 REATA DR
GILETTE, WY 82718

SHIP TO

DATE	PO #	TERMS	REP	SERVICE DATE	WORK ORDER	SHIP VIA
7/19/2023	LIZ EDWARDS	Net 15		7/10/2023		UPS
QNTY	DESCRIPTION			COST	TOTAL	
1	482 AG INDICATOR			765.00	765.00T	
1	SHIPPING & HANDLING			43.18	43.18T	

REMIT PAYMENT TO:
8615 VERNON AVENUE
OMAHA, NE 68134

**TITLE TO THIS PROPERTY
DOES NOT TRANSFER UNTIL
THIS INVOICE IS PAID IN
FULL**

**NOTE: For credit card
payments, a 5%
convenience fee is applied.**

**PLEASE PAY FROM
THIS INVOICE**

Subtotal	\$808.18
Sales Tax ()	\$0.00
Total	\$808.18
Payments/Credits	\$0.00
Balance Due	\$808.18

FY 2022-2023

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland
 FROM: Chad Beeman Adult Treatment Courts
 DATE: ~~07/14/2023~~ 06/30/23
 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
~~07/14/2023~~ 06/30/23	\$3,239.44	100015-62240	Medical Services/Claims	100015-60005	Full-time regular
~~07/14/2023~~ 06/30/23	\$608.02	100015-62240	Medical Services/Claims	100015-61400	Retirement
~~07/14/2023~~ 06/30/23	\$1,246.55	100015-62240	Medical Services/Claims	100015-61500	Insurance Benefits

Department Head Signature: _____

Chad Beeman 18/17

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland

FROM: Jana Webb - *Children's Developmental Services*

DATE: ~~July 14, 2023~~ *06/30/23*

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

Date of Entry	Transfer From:			Transfer To:	
	Amount	Account #	Account Name	Account #	Account Name
6/30/2023	2968.30	310703-60005	Special Ed Full Time Regular	310703-60200	Special Ed PT Regular
6/30/2023	14.48	310704-60200	EHS PT Regular	310704-60100	EHS FT OT
6/30/2023	369.58	310704-60200	EHS PT Regular	310704-61000	EHS FICA/Medicare
6/30/2023	3702.02	310704-60200	EHS PT Regular	310704-61400	EHS Retirement
6/30/2023	3032.76	310704-61100	EHS WC	310704-61400	EHS Retirement

Justification: *End of year budget adjustments*

Department Head Signature: _____

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland
FROM: Jana Webb - *Children's Developmental Services*
DATE: ~~July 14, 2023~~ *06/30/23*
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
6/30/2023	19392.47	100701-61500	Gen Admin Insurance Benefits	100701-60005	Gen Admin FT Regular
6/30/2023	55203.66	100701-61500	Gen Admin Insurance Benefits	100701-60005	Gen Admin FT Regular
6/30/2023	52301.92	100701-61500	Gen Admin Insurance Benefits	100701-60200	Gen Admin PT Regular
6/30/2023	1.90	310703-60005	Special Ed FT Regular	310703-60100	Special Ed FT OT
6/30/2023	300.00	100701-61500	Gen Admin Insurance Benefits	100701-60200	Gen Admin PT Regular

Justification: *End of year budget adjustments*

Department Head Signature: 

Commissioner Signature: _____

18N1

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Cindy Lovelace – Clerk's Office

DATE: 7/18/2023

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION:

Increased costs for publications

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/30/2023	961.35	100022-63440	Misc Expense	100022-62100	Advert/Publication/Legal Notice

Department Head Signature: 

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Commissioners Office

DATE: 7/24/2023 | FY 2022-2023

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: (see below for justifications)

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
To cover costs to publish minutes in the News Record.					
7/24/2023	\$106.05	100013-62260	Professional Services	100022-62100	Advert/Publication/Legal Notice

Department Head Signature: _____



Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: County COLONAS

DATE: ~~7-14-2023~~ 09/30/23

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: needed

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
09/30/23 ~~07-14-23~~	14.40	100091 64060	Transfer/Supplies	10091 61500	Insurance Benefits

Department Head Signature: _____

Commissioner Signature: _____

1/8/21

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland/Cindy Lovelace & Board of Commissioners

FROM: Fair

DATE: 06/30/2023

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: Adjustment for formula corrections

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
06/30/2023	\$947.62	100731-60200	Part Time - Regular	100731-60005	Full Time - Regular ✓
06/30/2023	\$176.13	100731-61000	FICA/Medicare	100731-61400	Retirement ✓
06/30/2023	\$576.98	100731-61000	FICA/Medicare	100731-61500	Insurance Benefits ✓

Department Head Signature: _____



Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland
FROM: Anthony Langone - *Fleet*
DATE: ~~7/14/23~~ *06/30/23*
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
~~7/14/23~~ <i>06/30/23</i>	\$175.26	100016-65000	Vehicle repair	100016-61400	retirement
~~7/14/23~~ <i>06/30/23</i>	\$945.52	100016-65180	Tires	100016-60005	Full time reg
~~7/14/23~~ <i>06/30/23</i>	\$444.86	100016-65000	Vehicle repair	100016-61500	Insurance benefits

Department Head Signature: _____

Anthony Langone

SL

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Brandy Elder · *Human Resources*

DATE: ~~7/14/2023~~ *06/30/23*

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION:

Pay out **Vacation time caused overage on FT Salary. Need to transfer money to account.**

Please make the following Budget line-item transfers:

	Transfer From: 1000161 - 60450			Transfer To: 1000161 - 60005	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
~~7/14/2023~~ <i>06/30/23</i>	\$7291.00	60450	Wellness	60005	Full Time Regular

Department Head Signature: _____

Commissioner Signature: _____

[Signature] *7/14/23* *van*

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Juvenile Services – Juvenile Probation

DATE: July 17, 2023

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: Utilizing additional service providers, needing to order instant urinalysis tests.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
~~7/17/23~~ 6/30/23	325.00	100451-62450	EE Dev Meet Travel Meal Lodg	100451-62240	Medical Services/Claims ✓

Department Head Signature: _____

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Juvenile Services – Juvenile Diversion

DATE: July 24, 2023

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: Electronic Monitoring Services were used more this past year per the Court's orders.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/30/23	210.00	100451-62260	Professional Services	100451-64725	Electronic Monitoring

Department Head Signature: _____

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Juvenile Services – Juvenile Diversion

DATE: July 24, 2023

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: Because of an interruption with services provider, the Juvenile Services Department needed to order instant urinalysis tests.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
06/30/23	277.00	100454-64050	Office / Computer Supplies	100454-63420	Special Event / Program Fees <i>cf</i>
06/30/23	192.50	100454-62260	Professional Services	100454-63420	Special Event / Program Fees <i>cf</i>

Department Head Signature: _____

/Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Board of Commissioners

FROM: Terri Lesley - *Library*

DATE: ~~June 30, 2023~~ *7/17/2023*

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: Wright electricity - higher than expected increase in rates

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/30/2023	\$293	100714.62700	Tech Hardware Maint	100714.62220	Utilities ✓ <i>cf</i>

Department Head Signature: _____

Terri L. Lesley

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Board of Commissioners

FROM: Terri Lesley - *Library*

DATE: June 30, 2023

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: Payroll adjustment to reflect wages for Wright Manager

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/30/2023	\$943	100714.60200	Part Time Regular – Wright Branch	100714.60005	Full Time Regular – Wright Branch

Department Head Signature: *Terri L Lesley* *1807*

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Cindy Lovelace & Board of Commissioners

FROM: Parks and Recreation

DATE: 7/13/23

SUBJECT: Budget Line-Item Transfer Request (Project Ledger transfer when noted)

JUSTIFICATION: FY 23 (2022-2023) Needed to cover payroll costs

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
~~7/13/23~~ 06/30/23	\$745	100774-60005	FT Regular	100771-60005	FT Regular
~~7/13/23~~ 06/30/23	\$1876	100774-60005	FT Regular	100772-60005	FT Regular
~~7/13/23~~ 06/30/23	\$1614	100774-60005	FT Regular	100773-60005	FT Regular
~~7/13/23~~ 06/30/23	\$963	100774-60005	FT Regular	100775-60005	FT Regular
~~7/13/23~~ 06/30/23	\$943	100777-60200	PT Regular	100777-60005	FT Regular

Department Head Signature:

 1/8/21

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Cindy Lovelace & Board of Commissioners

FROM: Parks and Recreation

DATE: 7/13/23

SUBJECT: Budget Line-Item Transfer Request (Project Ledger transfer when noted)

JUSTIFICATION: FY 23 (2022-2023) Needed to cover payroll costs

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
~~7/13/23~~ 06/30/23	\$490	100774-61400	Retirement	100771-61400	Retirement
~~7/13/23~~ 06/30/23	\$51	100774-61400	Retirement	100772-61400	Retirement
~~7/13/23~~ 06/30/23	\$260	100774-61400	Retirement	100773-61400	Retirement
~~7/13/23~~ 06/30/23	\$337	100774-61400	Retirement	100775-61400	Retirement
~~7/13/23~~ 06/30/23	\$175	100777-60200	PT Regular	100777-61400	Retirement

Department Head Signature: _____

Commissioner Signature: _____

 *18M*

BUDGET LINE-ITEM TRANSFER

TO: Cindy Lovelace & Board of Commissioners

FROM: Parks and Recreation

DATE: 7/13/23

SUBJECT: Budget Line-Item Transfer Request (Project Ledger transfer when noted)

JUSTIFICATION: FY 23 (2022-2023) Needed to cover payroll costs

Please make the following Budget line-item transfers:

Date of Entry	Transfer From:			Transfer To:	
	Amount	Account #	Account Name	Account #	Account Name
~~7/13/23~~ 06/30/23	\$961	100774-61500	Insurance Benefits	100771-61500	Insurance Benefits
~~7/13/23~~ 06/30/23	\$997	100774-61500	Insurance Benefits	100772-61500	Insurance Benefits
~~7/13/23~~ 06/30/23	\$1135	100774-61500	Insurance Benefits	100773-61500	Insurance Benefits
~~7/13/23~~ 06/30/23	\$177	100777-60200	PT Regular	100777-61500	Insurance Benefits

Department Head Signature:

 VSNW

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland
 FROM: Bill Beastron - Public Works
 DATE: ~~July 17~~ 06/30/23
 SUBJECT: Line-Item Transfer Request

JUSTIFICATION:

All Items- End of Fiscal Year closeout

Full Time- Regular

Transfer From:				Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
~~7/17/2023~~ 06/30/23	\$9,242.99	100083-60005	Full Time- Regular	100081-60005	Full Time Regular
~~7/17/2023~~ 06/30/23	\$1,927.34	100083-60005	Full Time- Regular	100081-61400	Employee Payroll Benefits
~~7/17/2023~~ 06/30/23	\$688.37	100083-60005	Full Time- Regular	100081-60200	Part time Regular
~~7/17/2023~~ 06/30/23	\$1502.91	100083-60005	Full Time- Regular	100081-64150	Gasoline
~~7/17/2023~~ 06/30/23	\$119.50	100083-60005	Full Time- Regular	100082-60005	Full Time Regular
~~7/17/2023~~ 06/30/23	\$22,868.30	100083-60005	Full Time- Regular	100082-61500	Insurance Benefits
~~7/17/2023~~ 06/30/23	\$108.11	100083-60005	Full Time- Regular	100083-60100	Full Time OT

Department Head Signature: Bill Beastron JAM

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland

FROM: Bill Beastron - *Public Works*

DATE: ~~July 17~~ *06/30/23*

SUBJECT: Line-Item Transfer Request

JUSTIFICATION:

Item 1- Overtime needed due to staff shortages.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
~~7/17/2023~~ <i>06/30/23</i>	\$150	100083-60005	Full Time- Regular	100083-60100	Full Time OT

Department Head Signature: *Bill Beastron* *VB*

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Sheriff Scott Matheny

DATE: 7/14/2023

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: Payroll

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/30/2023	\$315.67	100053-64700	Medical Supplies	100053-60200	Part-time Regular
6/30/2023	\$22.29	100053-64700	Medical Supplies	100053-61000	FICA/Medicare
6/30/2023	\$48.42	100053-64700	Medical Supplies	100053-61400	Retirement

Department Head Signature: _____

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: County Attorney's Office

DATE: 07/26/2023

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: Moving money to cover potential to retain a part-time Deputy County Attorney to relieve our current attorneys.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
7/26/23	\$95,000.00	100061-60005	Full Time Regular	100061-60200	Part Time Regular

Department Head Signature: _____

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland
FROM: Kristin Young & Jim Lyon - *Juvenile Services*
DATE: 7/27/2023 needed FY24
SUBJECT: Line-Item Transfer Request
JUSTIFICATION: City 1% Contract received

Please make the following Budget line-item transfers:

	Transfer From: 310311-67400 (Unanticipated) 310311-46150 (Unanticipated)			Transfer To: 310452-67380 Local Op Grant Pub Safety 310452-42840 Local Grants/Aid	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
7/27/2023	\$15,000	310311-67400	Unanticipated Grants	310452-67380	Local Op Grant Pub Safety
7/27/2023	\$15,000	310311-46150	Unanticipated Grants	310452-42840	Local Grants/Aid

Department Head Signature: 

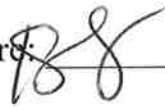
Commissioner Signature: 

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland
FROM: Kristin Young - *Sheriff's Office*
DATE: 7/27/2023
SUBJECT: Line-Item Transfer Request
JUSTIFICATION: Private Donation, remaining amount

Please make the following Budget line-item transfers:

Transfer From: 310311-67400 (Unanticipated) 310311-46150 (Unanticipated)				Transfer To: 310051-67380 Local Op Grant Pub Safety 310051-42840 051GD23DOG	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
7/27/2023	\$920.16	310311-67400	Unanticipated Grants	310051-67380	051GD23DOG-K-9-SUPPLIES-FY24
7/27/2023	\$920.16	310311-46150	Unanticipated Grants	310051-42840	Local Grants/Aid
7/27/2023	\$10,000	310311-67400	Unanticipated Grants	310051-68200	051GD23DOG-K-9-CAPEQUIP-FY24
7/27/2023	\$10,000	310311-46150	Unanticipated Grants	310051-42840	Local Grants/Aid

Department Head Signature:  _____

Commissioner Signature: _____

MS

CAMPBELL COUNTY
REPORT OF VALUATIONS, LEVIES AND TAXES
2023

COUNTY VALUATION (as fixed by State Board):

5,706,025,264

STATE LEVIES

LINE	PURPOSE OF LEVY	LEVY	TAXES LEVIED
101	STATE GENERAL FUND (4 MILLS MAXIMUM) Art. 15, 4; Wyo. Stat. 39-13-104(a)(i)		-
102	STATE CHARITABLE INSTITUTIONS (1 MILL MAXIMUM)		-
103	STATE DEBT AND INTEREST Art. 16, 1 & 2; Wyo. Stat. 39-11-102, 1 (e), Wyo. Stat. 39-13-104(a)(iii) Wyo. Stat. 9-4-904. Wyo. Stat. 24-8-104.		-
104	SCHOOL FOUNDATION PROGRAM (12 MILLS MAXIMUM) Art. 15, 15 Wyo. Stat. 21-13-303(a) and (c)	12.000	68,472,303
110	TOTAL STATE LEVY & TAXES	12.000	68,472,303

COUNTY LEVIES- Operating

201	COUNTY HOSPITAL OPERATION		-
202	COUNTY LIBRARY OPERATION		-
203	COUNTY FAIR OPERATION		-
204	COUNTY MUSEUM OPERATION		-
205	PUBLIC ASSISTANCE AND SOCIAL SERVICES		-
206	AIRPORT OPERATION		-
207	CIVIL DEFENSE		-
208	COUNTY BUILDING FUND		-
209	ROAD AND BRIDGE PURPOSES		-
210	RECREATION PURPOSES		
211	PUBLIC HEALTH PURPOSES		-
212	AGRICULTURE & HOME ECONOMICS		-
213	OTHER COUNTY GENERAL FUND	11.100	63,336,880
214	FIRE PROTECTION (1 MILL MAXIMUM) (enter valuation in row below)		-
220	TOTAL OPERATING LEVY & TAXES (12 MILLS MAXIMUM)	11.100	63,336,880

COUNTY LEVIES- Bonds & Interests

225	TOTAL COUNTY BONDS & INTEREST LEVY & TAXES		-
------------	---	--	---

COUNTY LEVIES- GRAND TOTALS

250	TOTAL COUNTY LEVY & TAXES (Lines 220 & 225)	11.100	63,336,880
------------	--	---------------	-------------------

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

SCHOOL DISTRICT LEVIES

[Enter Tax District Name/Number Here]		VALUATION	5,706,025,264
301	OPERATING LEVY (25 MILLS MANDATORY)	25.000	142,650,632
302	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)	0.500	2,853,013
302a	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
302b	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM)		-
303	VOCATIONAL, TERM. CONTINUATION & ADULT ED. (2.5 MILLS MAXIMUM)		-
304	BUILDING FUND		-
305	RECREATION (1 MILL MAXIMUM)	1.000	5,706,025
306	BONDS & INTEREST (TOTAL)		-
310	TOTALS	26.500	151,209,670

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

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

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

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

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

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

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

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

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

SIX MILL COUNTY SCHOOL LEVY		VALUATION	5,706,025,264
391	MANDATORY 6 MILL COUNTY SCHOOL LEVY AND TAXES	6.000	34,236,152

TOTAL SCHOOL DISTRICT LEVIES			
392	TOTAL SCHOOL TAXES (Lines 310,320,330,340,350,360,370,380,390,& 391)		185,445,822

COMMUNITY COLLEGE DISTRICT		VALUATION	5,706,025,264
394	COMMUNITY COLLEGE OPERATIONS (4 MILLS)	2.630	15,006,846
395	ADDITIONAL COMMUNITY COLLEGE OPERATIONS (1 MILL)		-
396	ADDITIONAL COMMUNITY COLLEGE OPERATIONS (1- 5 MILLS, VOTER APPROVED)		-
397	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (0.5 MILL)		-
397a	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (0.5 MILL)		-
397b	BOARD OF COOPERATIVE EDUCATIONAL SERVICES (0.5 MILL)		-
398	BONDS & INTEREST (TOTAL)		-
399	TOTALS	2.63	15,006,846

MUNICIPAL LEVIES

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

City of Gillette

150		VALUATION	383,664,973
401	OPERATING (8 MILL MAXIMUM)	8.000	3,069,320
402	BONDS & INTEREST (TOTAL)		-
403	TOTALS	8.000	3,069,320

Town of Wright

147		VALUATION	13,468,159
404	OPERATING (8 MILL MAXIMUM)	8.000	107,745
405	BONDS & INTEREST (TOTAL)		-
406	TOTALS	8.000	107,745

[Enter Municipality Here]

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

[Enter Municipality Here]

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

[Enter Municipality Here]

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

[Enter Municipality Here]

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

[Enter Municipality Here]

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

[Enter Municipality Here]

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

[Enter Municipality Here]

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

[Enter Municipality Here]

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

[Enter Municipality Here]

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

TOTAL MUNICIPAL LEVIES

450	TOTAL MUNICIPAL TAXES (Lines 403,406,409,412,415,418,421,424,427, 430, & 433)	3,177,065
-----	---	-----------

SPECIAL DISTRICT LEVIES AND TAXES

LINE	NAME OF SPECIAL DISTRICT AND TAX DISTRICT #	VALUATION	LEVY	TAXES LEVIED
501	HOSPITAL DISTRICT - 100	5,706,025,264	3.000	17,118,076
502	CEMETERY DISTRICT - 100	5,706,025,264	0.784	4,473,524
503	WEED & PEST - 100	5,706,025,264	0.341	1,945,755
504	HERITAGE VILLAGE W & S DISTRICT - 103	4,369,642	8.000	34,957
505	ROCKY POINT W & S DISTRICT - 129	965,738	8.000	7,726
506	ROCKY POINT W & S DISTRICT - 129 (Maintenance)	965,738	8.900	8,595
507	WRIGHT W & S DISTRICT - 146	18,210,703	8.000	145,686
508				-
509				-
510				-
511				-
512				-
513				-
514				-
515				-
516				-
517				-
518				-
519				-
520				-
521				-
522				-
523				-
524				-
525				-
526				-
527				-
528				-
529				-
530				-
531				-
532				-
550	TOTAL SPECIAL DISTRICT TAXES (Lines 501 thru 532)			23,734,319

GRAND TOTALS

601	LINE 110, TOTAL STATE TAXES LEVIED	68,472,303
602	LINE 250, TOTAL COUNTY TAXES LEVIED	63,336,880
603	LINE 392, TOTAL SCHOOL DISTRICT TAXES LEVIED	185,445,822
604	LINE 399, TOTAL COMMUNITY COLLEGE TAXES LEVIED	15,006,846
605	LINE 450, TOTAL MUNICIPAL TAXES LEVIED	3,177,065
606	LINE 550, TOTAL SPECIAL DISTRICT TAXES LEVIED	23,734,319
610	GRAND TOTAL, ALL TAXES LEVIED	359,173,235

STATE OF WYOMING)

) ss.

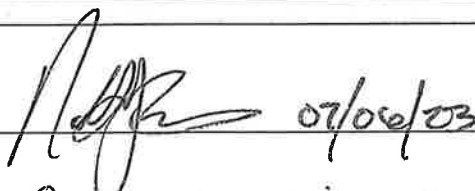
Campbell County)

I, Troy D.Clements, County Assessor for the County of Campbell, do hereby certify that the within and foregoing report of valuations, levies and taxes for the year 2023 is true and correct. In Testimony Whereof, I have hereunto set my hand this 1st day of August A.D., 2023.

County Assessor

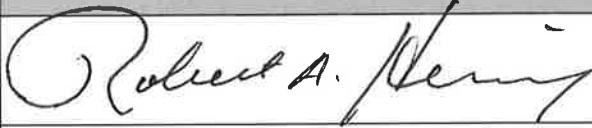
2023-0714

Position Vacancy Justification

Department:	Children's Developmental Services of Campbell County			Date:	7/6/2023
Position Title:	Nurse				
Classification Grade:	109	Current Salary of Incumbent:			
Salary Range:	Min 27.15	Mid 34.49	Max 41.83		
Justification for Hiring Position:	This is a new position that was approved in our budget by the Commissioners.				
Termed Incumbent:	N/A				
Position Originated:	7/1/2023				
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
Reason for Vacancy:	Replacement due to Termination: No		Replacement due to Retirement: No		New Position: Yes
Existing Budgeted Position:	Yes				
Benefit Eligible:	No				
Department Head Signature & Date	 07/06/23				
H.R. Resources Director Approval & Date	Crystal Nichols 7/10/23				
Commissioner Approval & Date					

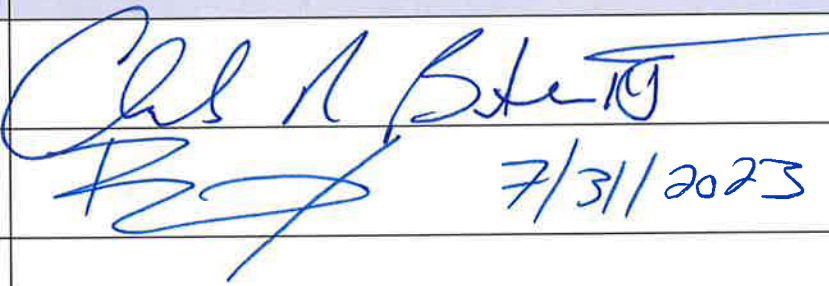
2023-081

Position Vacancy Justification

Department:	Rockpile Museum			Date:	7/24/2023
Position Title:	Museum Educator				
Classification Grade:	107	Current Salary of Incumbent:	\$50,515.30		
Salary Range:	Min \$47,099.52	Mid \$59,839.73	Max \$72,579.94		
Justification for Hiring Position:	This Museum Educator position is tasked with creating and implementing museum programs for adults, seniors, and veterans. Museum Outreach is also the responsibility of this Educator. This position will have a large role to play in our upcoming 50 th Anniversary and programming for the Pathfinder Camporee.				
Termed Incumbent:					
Position Originated:	Second Museum Educator position replaced a Museum Assistant position in 2019. Budgeted for FY23-24.				
Funding Source for Position:	County: YES	State: NO	Federal: NO	Other: NO	Explain Other:
Status Code:	Full-Time YES	Part-Time	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Termination: YES - Resignation		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	YES				
Benefit Eligible:	YES				
Department Head Signature & Date	 7/24/23				
H.R. Resources Director Approval & Date	 7/25/23				
Commissioner Approval & Date					

2023-083

Position Vacancy Justification

Department:	CCPL	Date:	7/31/2023
Position Title:	Executive Director		
Classification Grade:	EX	Current Salary of Incumbent:	\$126,447.64
Salary Range:	Min \$104,425.15	Mid \$132,663.65	Max \$160,902.14
Justification for Hiring Position:	Position needed as head of the Library.		
Termed Incumbent:			
Position Originated:	Budgeted		
Funding Source for Position:	County: X	State:	Federal:
			Other:
Status Code:	Full-Time X	Part-Time	Number of Annual Hours:
Reason for Vacancy:	Replacement due to Termination: X	Replacement due to Retirement:	New Position:
Existing Budgeted Position:	Yes		
Benefit Eligible:	Yes		
Department Head Signature & Date			
H.R. Resources Director Approval & Date			
Commissioner Approval & Date			

The following page(s) contain the backup material for Agenda Item: [9:10 PFM Investment Quarterly Report](#)

*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 Treasurer

Investment Performance Review For the Quarter Ended June 30, 2023

Client Management Team

Joan Evans, Director
Chris Blackwood, Managing Director
Amber Cannegieter, Key Account Manager

PFM Asset Management LLC

1720 Carey Avenue, Suite 520
Cheyenne, WY 82001
307-287-1514

213 Market Street
Harrisburg, PA 17101-2141

NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE

For Institutional Investor or Investment Professional Use Only - This material is not for inspection by, distribution to, or quotation to the general public

Agenda

- Market Update
- Account Summary
- Portfolio Review

Market Update

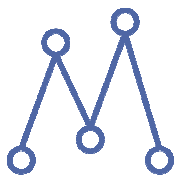
Current Market Themes



- ▶ The U.S. economy is characterized by:
 - ▶ Headline inflation numbers trending lower, but the Fed's current focus, "supercore inflation," is showing little sign of slowing
 - ▶ A labor market that has proven to be exceptionally strong
 - ▶ A more optimistic sentiment around economic growth due to resilient consumer spending



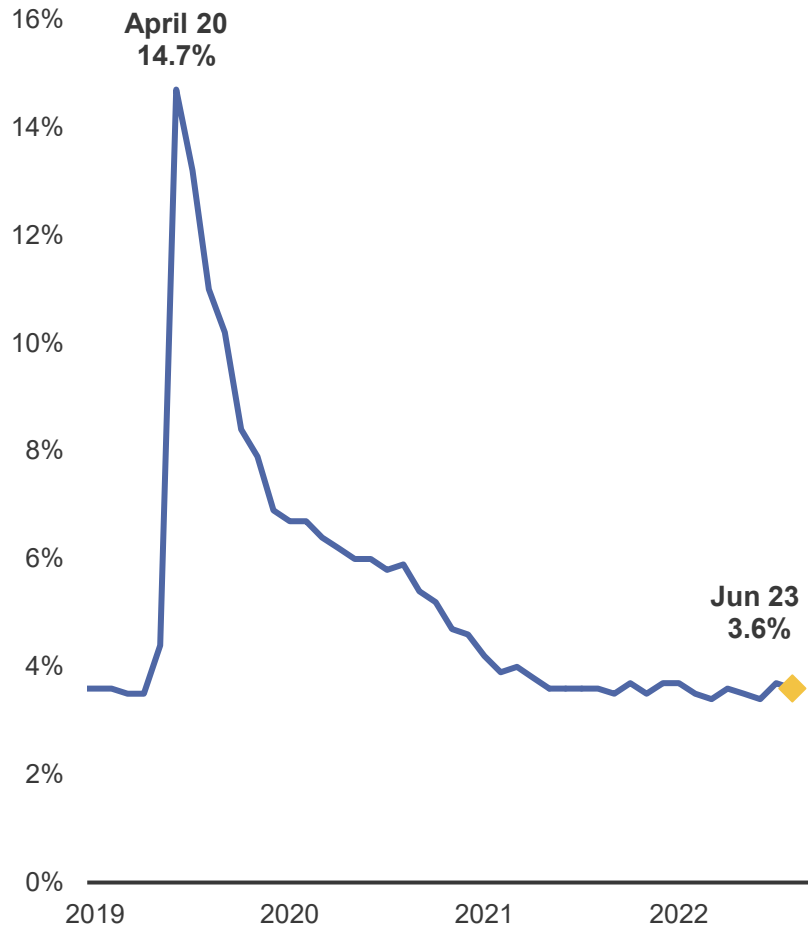
- ▶ Fed temporarily pauses rate hikes
 - ▶ The most aggressive series of interest rate hikes in recent history has come to a temporary pause in June
 - ▶ The Fed's most recent dot plot shows the potential for two additional rate hikes by the end of the year
 - ▶ Rates have moved up due to the Fed's rate trajectory shifting higher, the economy remaining stronger than expected, persistent inflation, and the market's "higher-for-longer" mindset



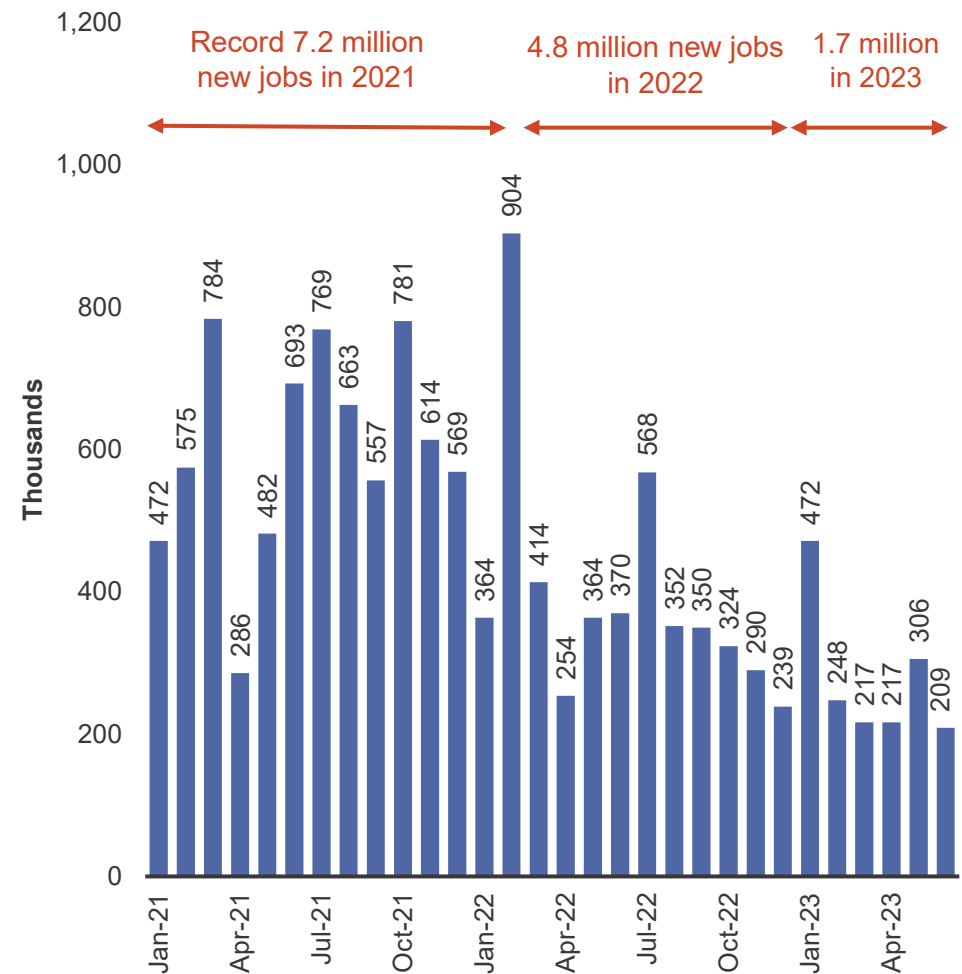
- ▶ Bond markets see continued volatility
 - ▶ The debt ceiling saga incited a separate spate of market volatility due to concern about a potential U.S. default
 - ▶ After plummeting at the end of Q1 due to volatility in the banking sector, short and medium-term yields steadily climbed throughout the quarter, with the 2-year rising over 100 basis points
 - ▶ The curve inversion fell dramatically at the start of Q2, but moved toward historic levels in June

Hiring Cooled Slightly in June

Unemployment Rate



Monthly Change In Nonfarm Payrolls

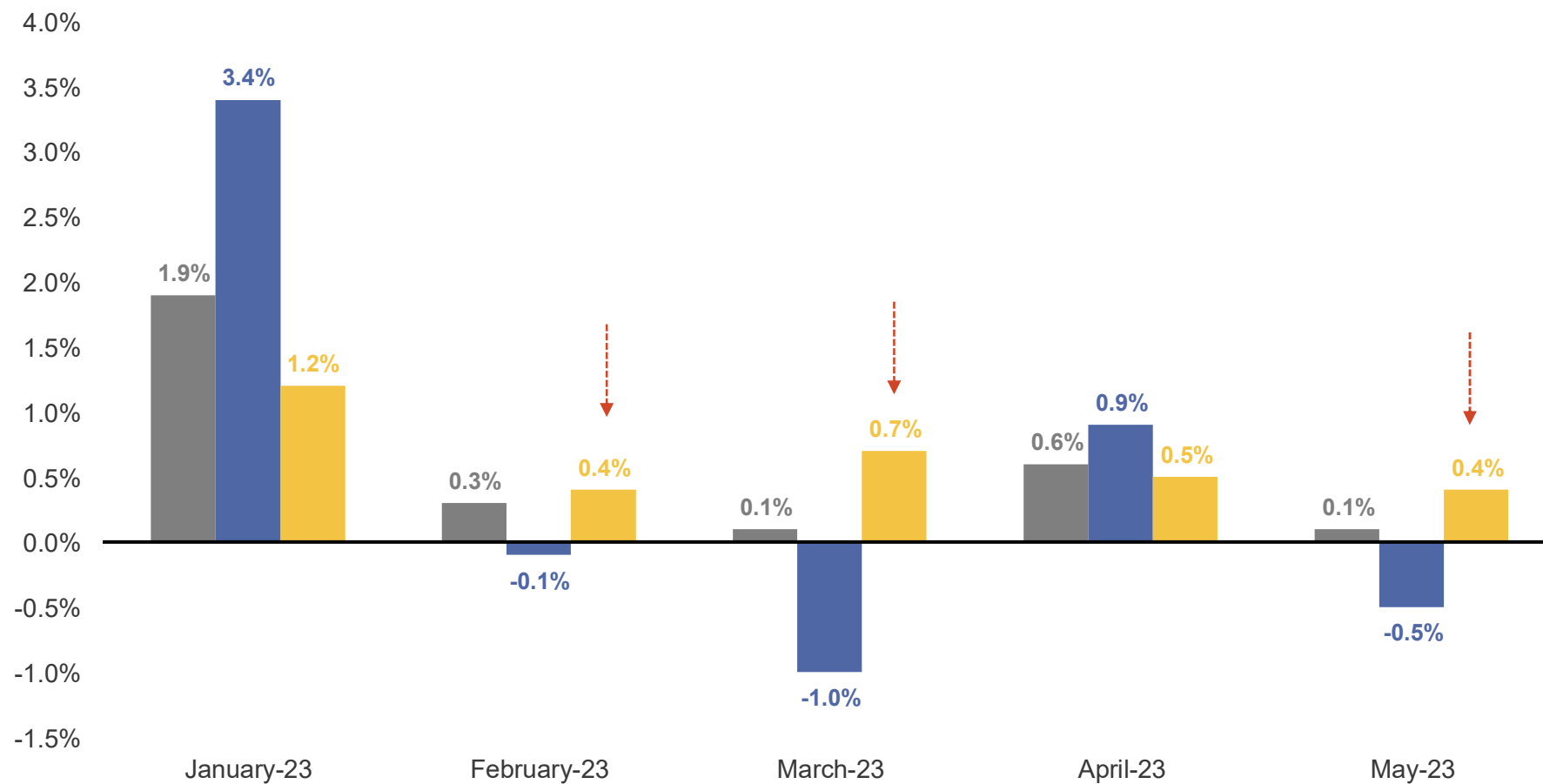


Consumers Have Been Spending More on Services

Change in Consumer Spending

Month-over-month

■ Consumer Spending ■ Goods ■ Services

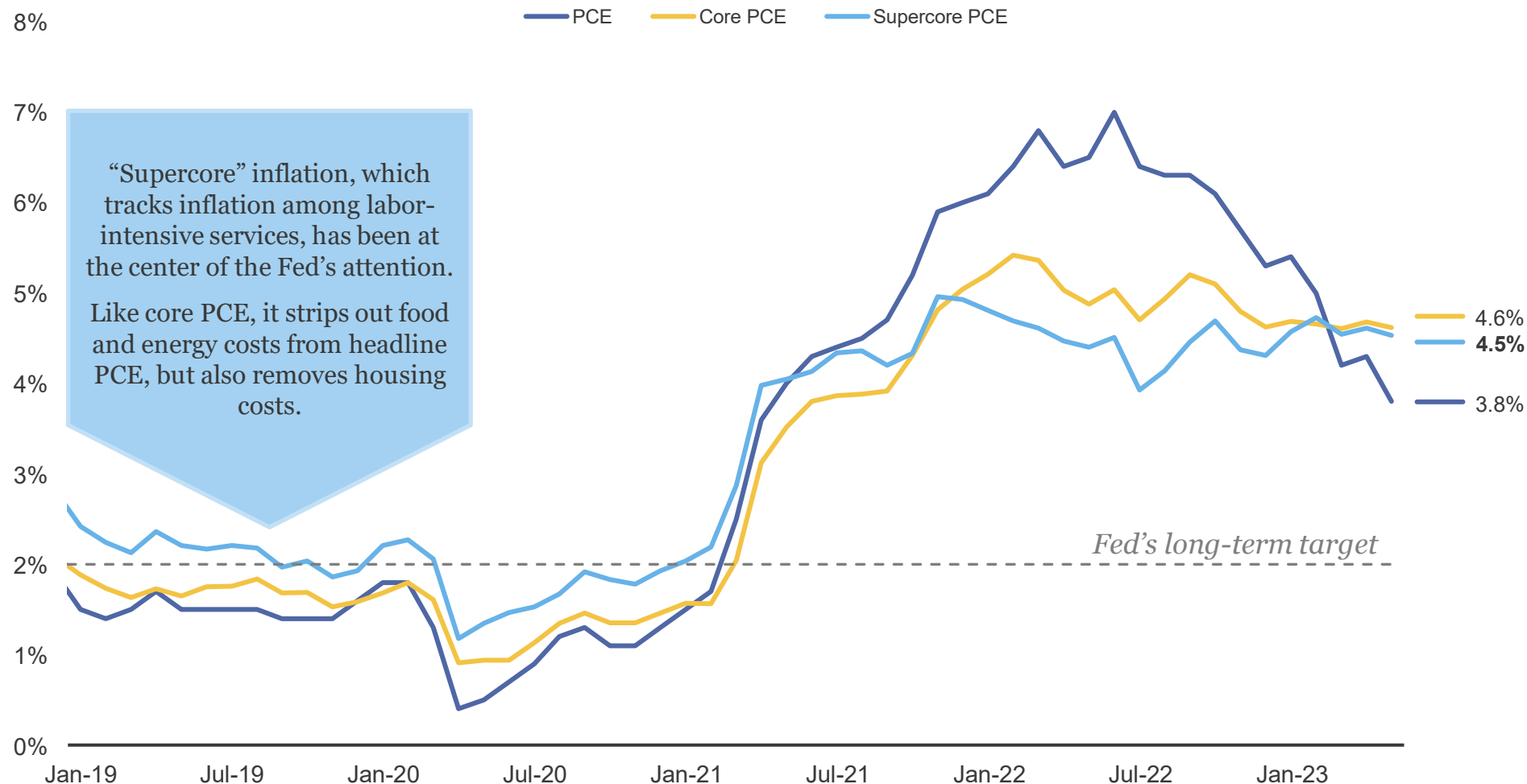


Source: Bloomberg, Bureau of Economic Analysis as of May 2023.

Inflation Measures Remain Above Fed's Target

The Fed's Key Inflation Rate

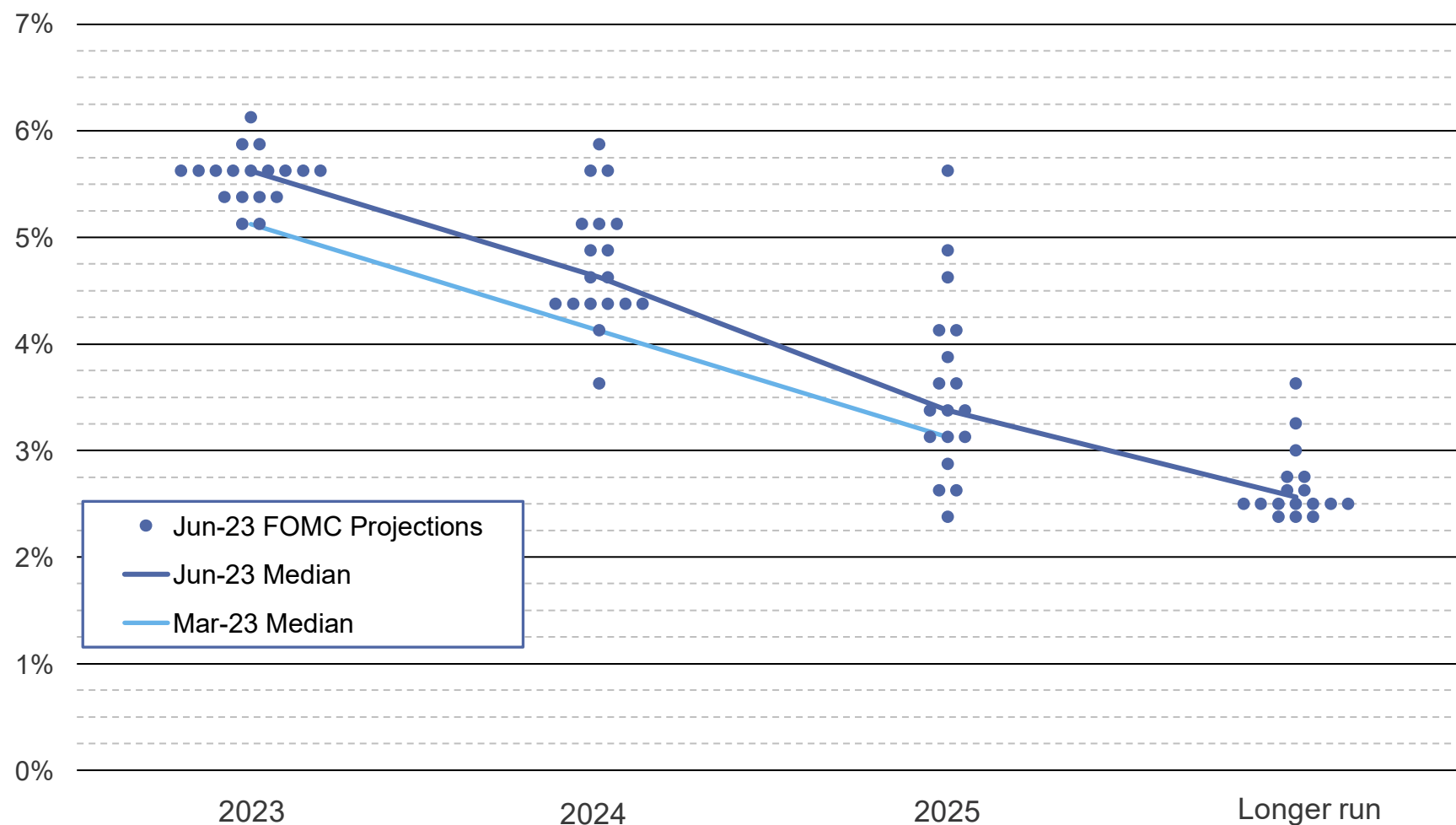
Personal Consumption Expenditure Price Index, Year-over-year



Source: Federal Reserve, Bloomberg, Bureau of Economic Analysis as of May 2023.

Fed's "Dot Plot" Shows We Are Nearing Sufficiently Restrictive Territory

Fed Participants' Assessments of 'Appropriate' Monetary Policy



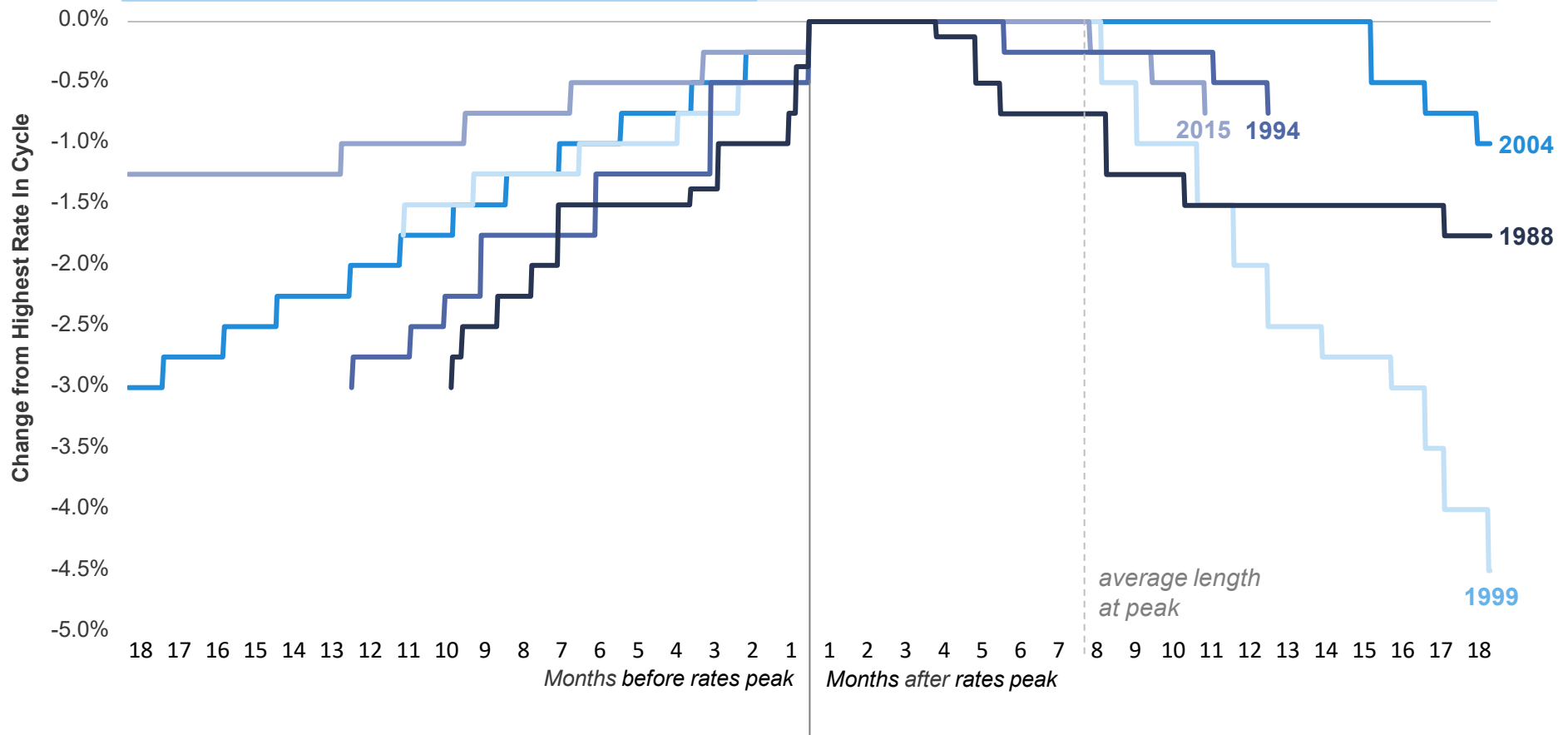
Source: Federal Reserve and Bloomberg. Individual dots represent each Fed members' judgement of the midpoint of the appropriate target range for the federal funds rate at each year-end.

How Long Have Rates Stayed at the Peak?

Federal Funds Rate Cycles

Peaks of previous Fed rate cycles, indexed to 0%

Once the Fed reaches their peak Fed Funds rate, they have historically held rates at that level for around **8 months**



Source: Federal Reserve, Bloomberg.

Treasury Issuance Expected to Surge Following Debt Ceiling Deal

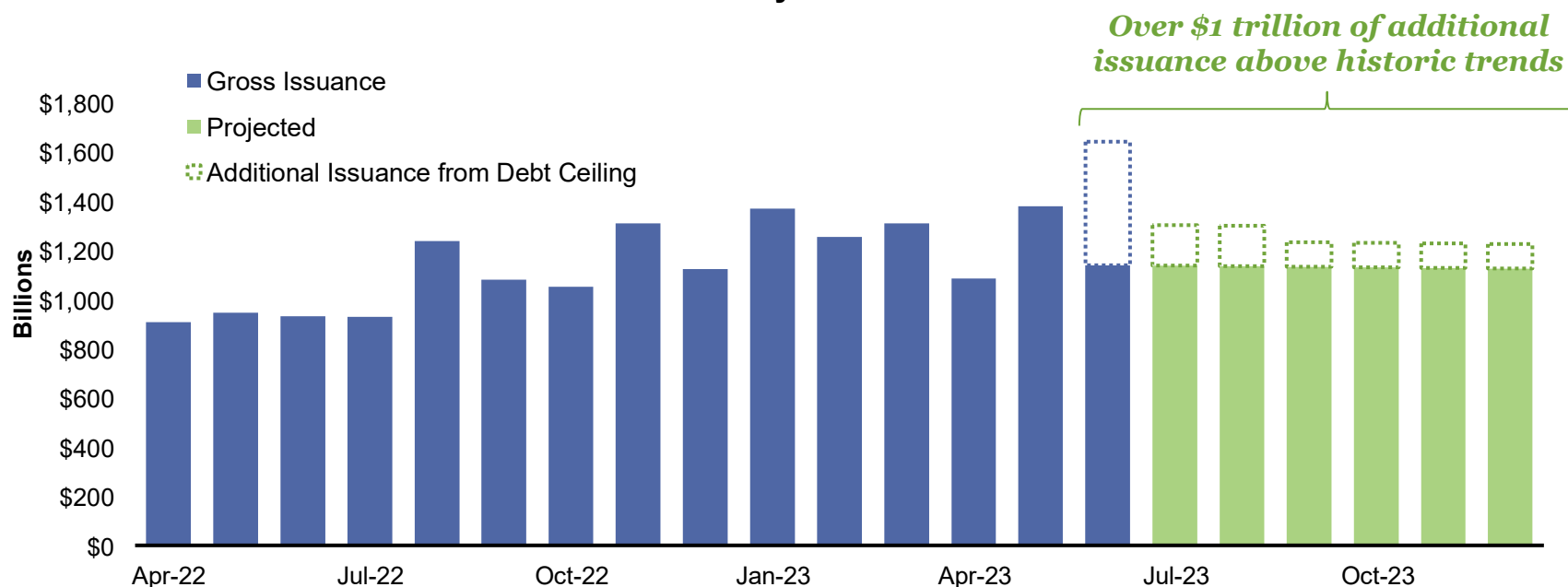
The Reason

The U.S. Treasury needs to refill its depleted general fund while also covering higher outflows and lower tax receipts

The Impact

The net new issuance is expected to pull liquidity out of other markets and place upward pressure on short-term Treasury yields and on other sectors

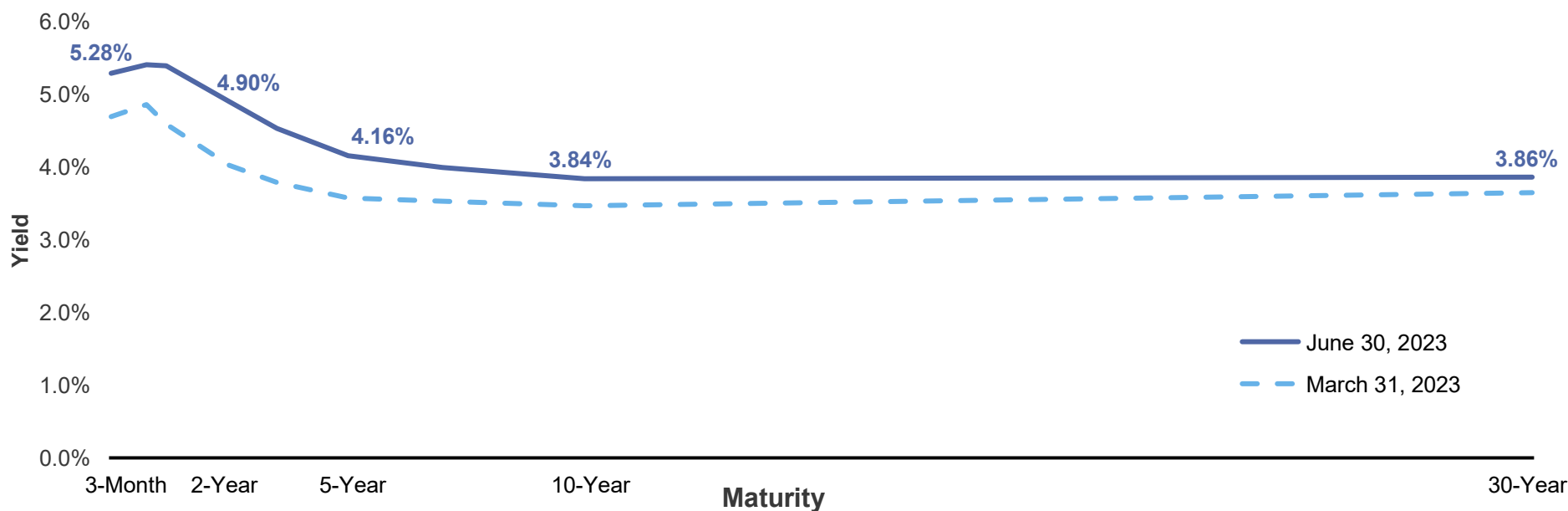
U.S. Treasury Bills Issuance



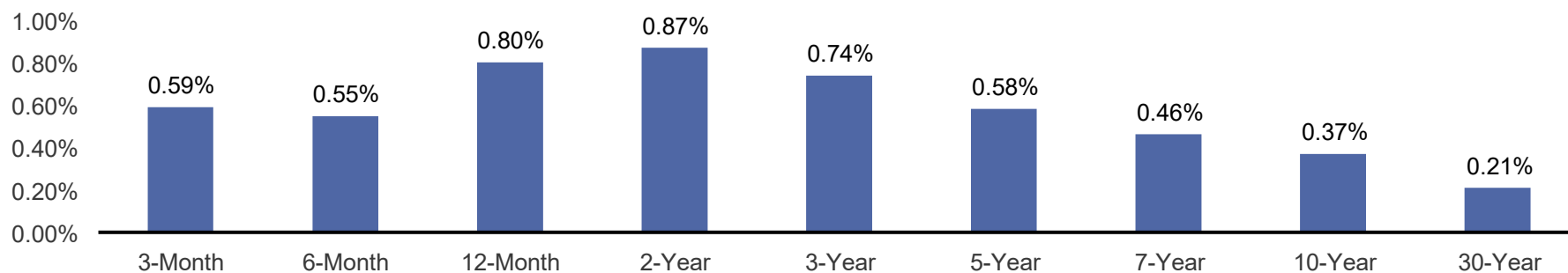
Source: Bloomberg, SIFMA, U.S. Treasury, Bank of America Global Strategy for U.S. Treasury issuance projections as of June 2023.

Interest Rates Rise as “Higher-for-Longer” Mantra Sets In

U.S. Treasury Yield Curve



Yield Changes by Maturity from March 31 – June 30, 2023

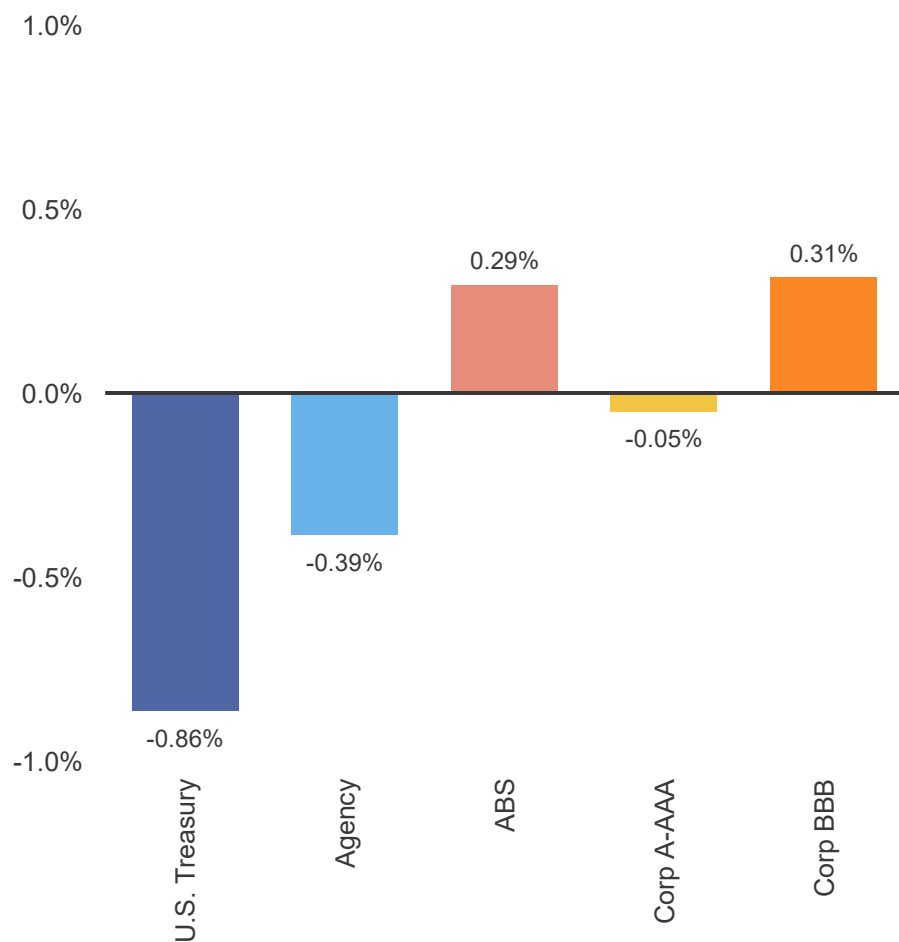


Source: Bloomberg, as of 06/30/2023.

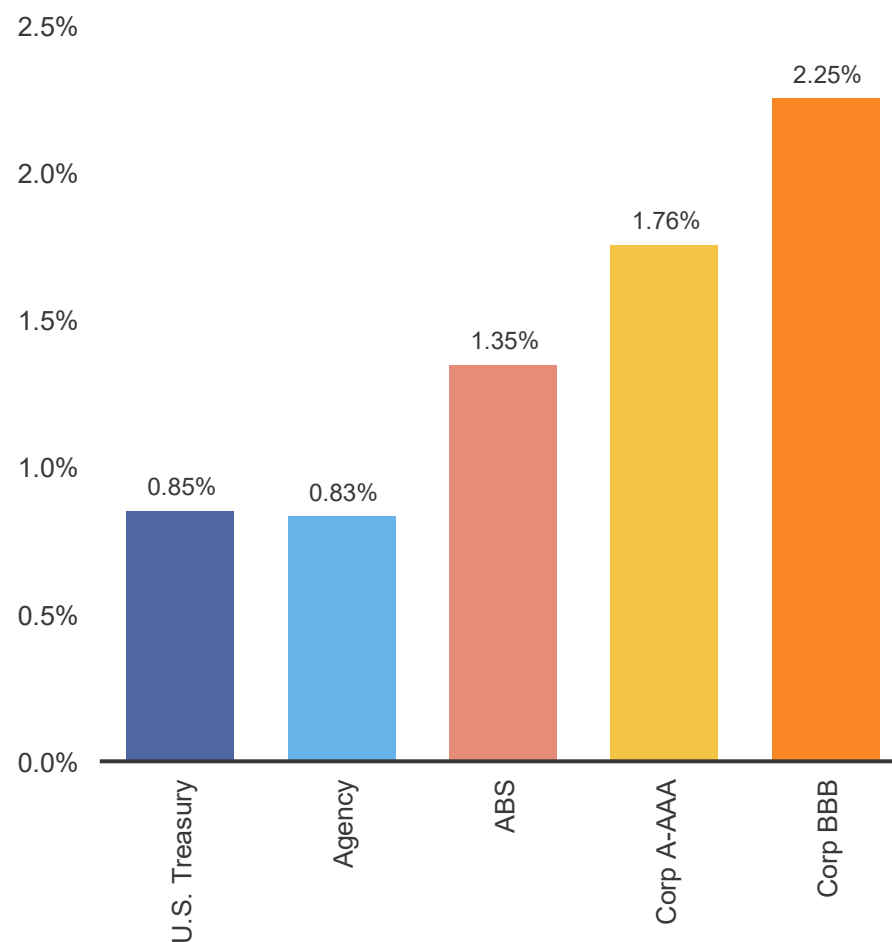
Fixed-Income Markets in Q2 2023

1-5 Year Indices

1-5 Year Indices Quarterly Returns



10-Year Average



Source: ICE BofAML Indices. ABS indices are 0-5 year, based on weighted average life. As of 6/30/2023.

Fixed-Income Sector Outlook – 3Q 2023

Sector	Our Investment Preferences
COMMERCIAL PAPER / CD	
TREASURIES	
T-Bill	
T-Note	
FEDERAL AGENCIES	
Bullets	
Callables	
SUPRANATIONALS	
CORPORATES	
Financials	
Industrials	
SECURITIZED	
Asset-Backed	
Agency Mortgage-Backed	
Agency CMBS	
MUNICIPALS	

● Current outlook

○ Outlook one quarter ago

Negative

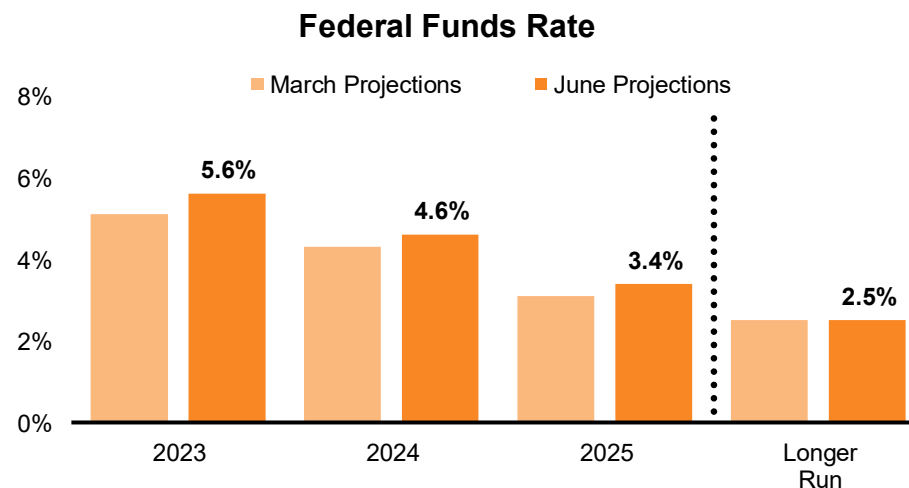
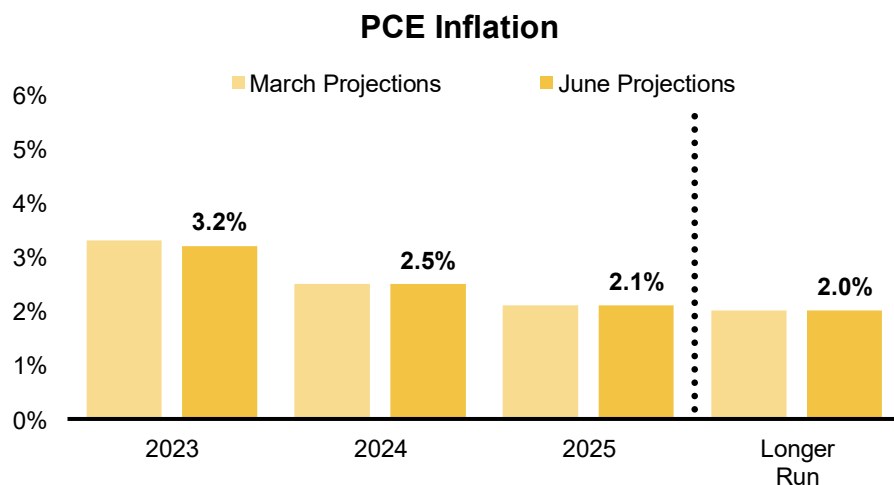
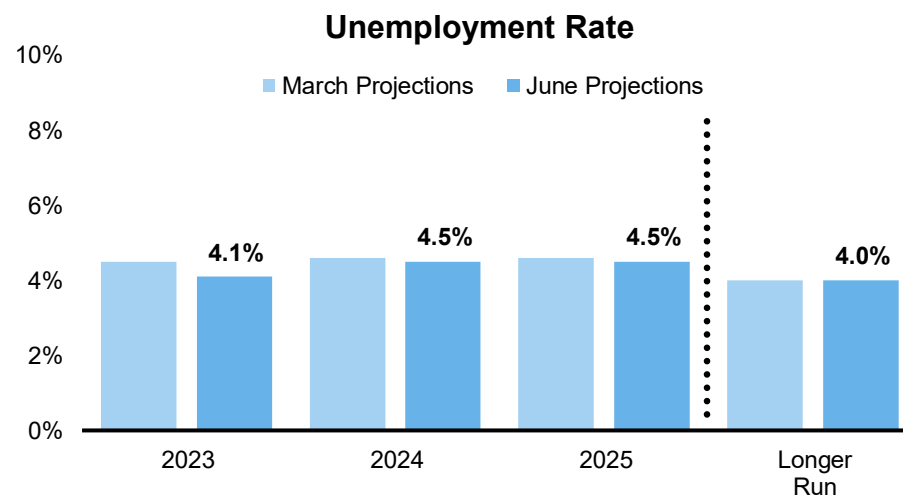
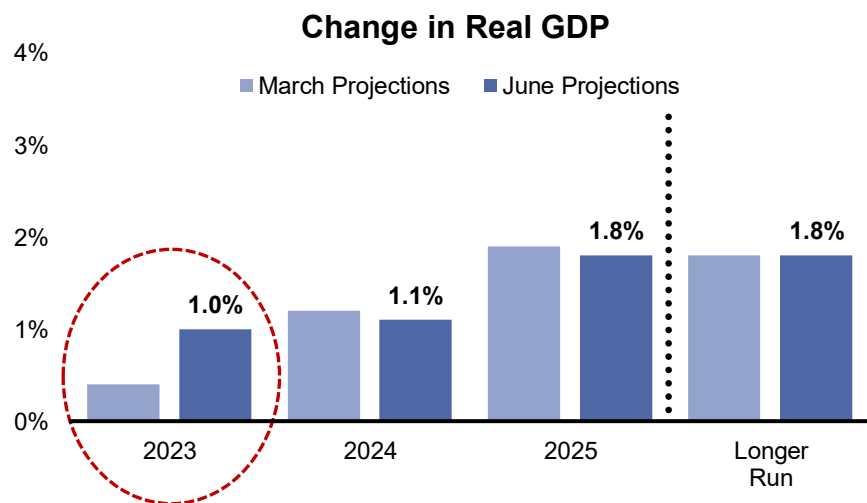
Slightly
Negative

Neutral

Slightly
Positive

Positive

Fed's Updated June Projections Reflect Stronger Economic Expectations for 2023



Source: Federal Reserve, latest economic projections as of June 2023.

Fixed-Income Sector Commentary – 2Q 2023

- ▶ **U.S. Treasuries:** After plummeting at the end of Q1 due to volatility in the banking sector, short and medium-term yields steadily climbed throughout the quarter, with the 2-year rising over 100 basis points.
- ▶ **Federal agency** yield spreads tightened during the quarter. Agency discount notes were favored over U.S. Treasury bills during the debt ceiling impasse; however, during Q1 value waned and callable spreads moved to the tighter end of their historical range.
- ▶ **Supranational** issuance was heavier than usual in the first couple months of the year which allowed spreads to widen and sporadic buying opportunities to arise. As supply dried up, spreads narrowed and traded in a tight range for the balance of the quarter.
- ▶ **Investment-Grade Corporate** spreads continued to retrace from their Q1 wides but remained above longer-term averages. Following the “risk-on” theme in the latter part of Q2, the IG curve flattened, resulting in longer durations and lower quality (BBB) performing best. Although the spread between financials and industrials remained well above typical levels, financials outperformed in Q2 as retracement from the exceptionally wide spreads in Q1 was significant.
- ▶ **Asset-Backed Security** spreads also retraced from mid-March wides, but not nearly to the extent as in corporates. Auto ABS issuance increased during Q2, which was a function of pent-up consumer demand.
- ▶ **Mortgage-Backed Securities** whipsawed in Q2 as a steep tightening of spreads through the second half of the quarter more than offset the steady and consistent widening through April. As a result, the sector generated attractive excess returns for the quarter. Strong returns were driven largely by the risk-on sentiment through much of the quarter and a modest decline in supply due to a drop in existing home sales and refinancings.
- ▶ **Taxable Municipals** issuance remained heavily oversubscribed due to a lack of new issuance. The secondary market had sporadic but limited opportunities that offered an attractive pickup versus industrial corporates.
- ▶ **Short-term credit** (commercial paper and CDs) yields increased during Q2 as the market repriced to actual Fed rate increases and reduced expectations for Fed rate cuts in late 2023. Spreads in short credit remained elevated and attractive for most of Q2 and added notable incremental income to shorter-term portfolios and liability-matching strategies inside of 12-month maturities.

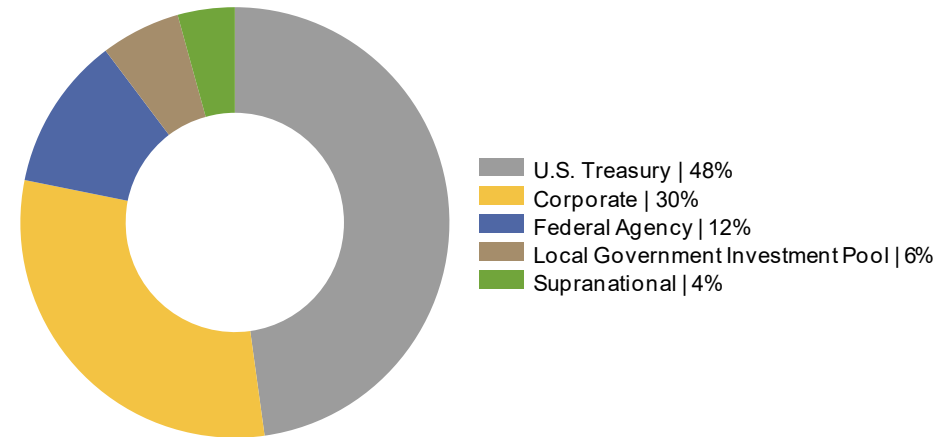
Account Summary

Consolidated Summary

Account Summary

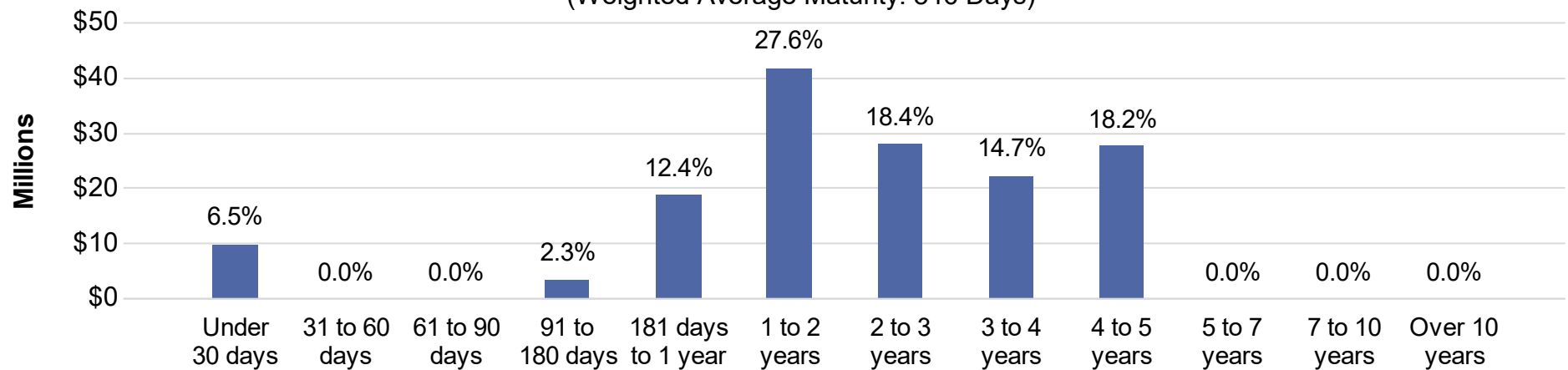
WGIF	\$9,086,999
WGIF Managed Account	\$142,568,541
Total Program	\$151,655,539

Sector Allocation



Maturity Distribution

(Weighted Average Maturity: 846 Days)



1. Account summary and sector allocation include market values, accrued interest, and overnight balances. Maturity distribution includes market values and excludes accrued interest and overnight balances

Account Summary

Campbell County Treasurer - CAPITAL REPLACEMENT RESERVE - 18860

Portfolio Values	June 30, 2023	Analytics ¹	June 30, 2023
WGIF Managed Account	\$92,083,944	Yield at Market	4.84%
WGIF	\$1,183,977	Yield on Cost	1.95%
Amortized Cost	\$97,195,427	Portfolio Duration	2.28
Market Value	\$92,083,944	WGIF7-Day Yield	5.04%
Accrued Interest	\$435,718		
Cash	\$0		

Campbell County Treasurer - FLEET MANAGEMENT - 27044

Portfolio Values	June 30, 2023	Analytics ¹	June 30, 2023
WGIF Managed Account	\$6,363,750	Yield at Market	4.90%
WGIF	\$1,643,033	Yield on Cost	1.90%
Amortized Cost	\$6,690,950	Portfolio Duration	2.11
Market Value	\$6,363,750	WGIF7-Day Yield	5.04%
Accrued Interest	\$35,754		
Cash	\$0		

Campbell County Treasurer - JT POWERS REC MAINTENANCE - 27135

Portfolio Values	June 30, 2023	Analytics ¹	June 30, 2023
WGIF Managed Account	\$8,382,298	Yield at Market	4.83%
WGIF	\$251,570	Yield on Cost	2.09%
Amortized Cost	\$8,843,790	Portfolio Duration	2.34
Market Value	\$8,382,298	WGIF7-Day Yield	5.04%
Accrued Interest	\$44,127		
Cash	\$0		

1. Yield at market, yield on cost, and portfolio duration only include investments held within the separately managed account(s), excludes balances invested in overnight funds.
2. The current 7-day yield is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed.

Account Summary

Campbell County Treasurer - CAMPUS MAINTENANCE - 27136			
Portfolio Values	June 30, 2023	Analytics ¹	June 30, 2023
WGIF Managed Account	\$3,748,841	Yield at Market	4.79%
WGIF	\$283,291	Yield on Cost	1.97%
Amortized Cost	\$3,966,136	Portfolio Duration	2.38
Market Value	\$3,748,841	WGIF7-Day Yield	5.04%
Accrued Interest	\$19,005		
Cash	\$0		

Campbell County Treasurer - CAMPUS MAINTENANCE TECH - 27137			
Portfolio Values	June 30, 2023	Analytics ¹	June 30, 2023
WGIF Managed Account	\$2,275,835	Yield at Market	4.80%
WGIF	\$145,602	Yield on Cost	1.97%
Amortized Cost	\$2,402,837	Portfolio Duration	2.35
Market Value	\$2,275,835	WGIF7-Day Yield	5.04%
Accrued Interest	\$12,407		
Cash	\$0		

Campbell County Treasurer - BUILDING MAINTENANCE - 27138			
Portfolio Values	June 30, 2023	Analytics ¹	June 30, 2023
WGIF Managed Account	\$29,047,886	Yield at Market	4.84%
WGIF	\$5,579,526	Yield on Cost	1.57%
Amortized Cost	\$30,958,598	Portfolio Duration	2.24
Market Value	\$29,047,886	WGIF7-Day Yield	5.04%
Accrued Interest	\$118,974		
Cash	\$0		

1. Yield at market, yield on cost, and portfolio duration only include investments held within the separately managed account(s), excludes balances invested in overnight funds.

2. The current 7-day yield is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed.

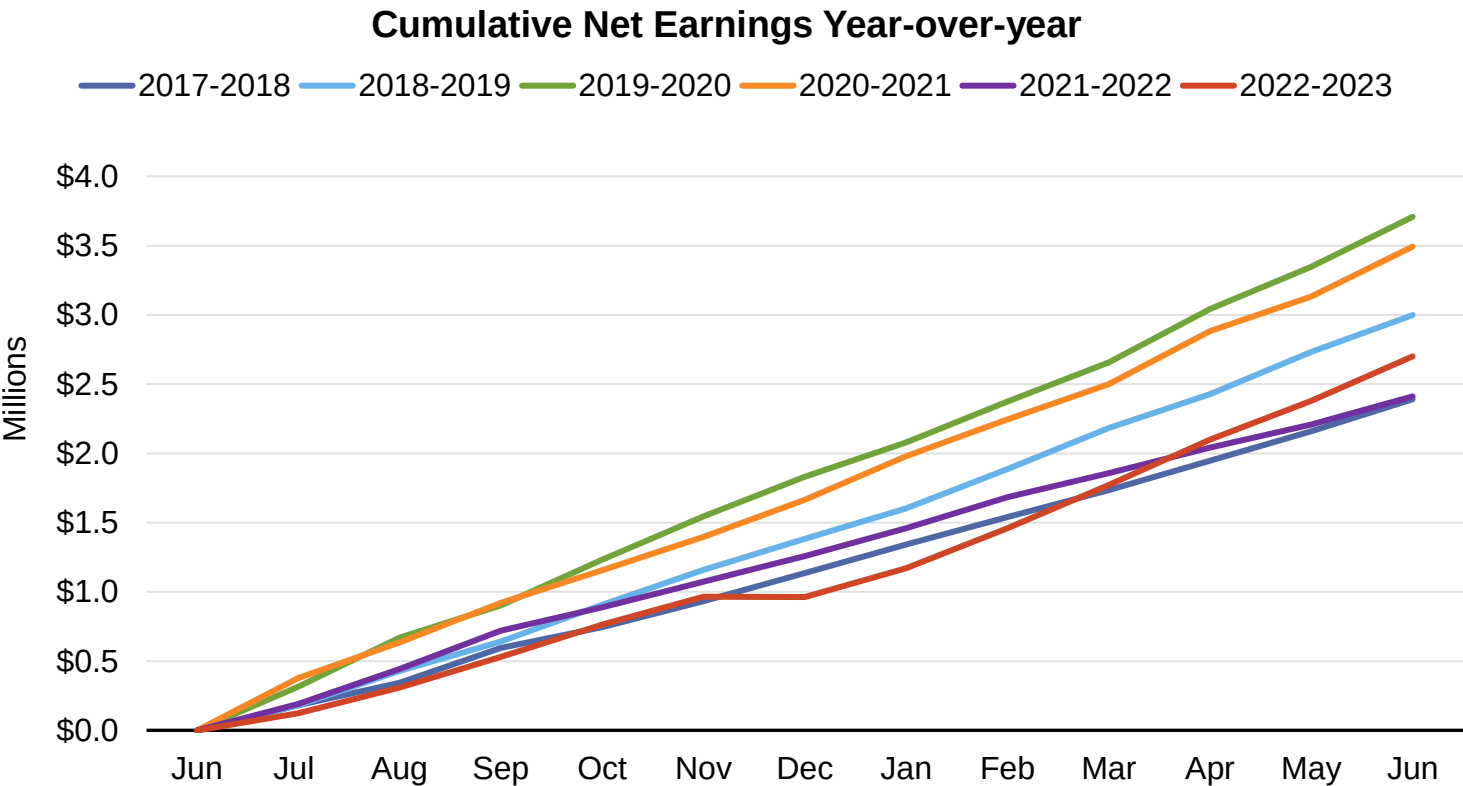
Portfolio Performance (Total Return)

Portfolio	Quarter Ended June 30, 2023	12 Months Ended June 30, 2023	5 Years Ended June 30, 2023	Since Inception September 30, 2012	Duration	Yield at Cost
Building Maintenance	-0.22%	0.58%	1.27%	0.96%	2.24	1.57%
Campus Maintenance Tech	-0.40%	0.30%	1.31%	1.00%	2.35	1.97%
Campus Maintenance	-0.40%	0.31%	1.23%	0.95%	2.38	1.97%
Capital Replacement Reserve	-0.38%	0.48%	1.24%	0.95%	2.28	1.95%
Jt Powers Rec Maintenance	-0.44%	0.34%	1.25%	0.96%	2.34	2.09%
Fleet Management	0.05%	1.07%	1.28%	0.96%	2.11	1.90%
Weighted Average	-0.33%	0.51%	1.25%	0.96%	2.27	1.88%
Market Benchmark						
ICE BofAML 1-5 Year Treasury Index	-0.86%	-0.43%	0.90%	0.75%	2.57	
Difference	0.53%	0.94%	0.35%	0.21%		

1. Performance on trade date basis, gross-of-fees in accordance with the CFA Institute's Global Investment Performance Standards.
2. Index data from BofA Merrill Lynch via Bloomberg
3. Returns for periods longer than one year are annualized.

County's Cumulative Net Earnings

- ▶ The County's investment portfolio has continued its strong earnings trajectory



Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	50.8%	
UNITED STATES TREASURY	50.8%	AA / Aaa / AAA
Federal Agency	12.3%	
FANNIE MAE	7.3%	AA / Aaa / AAA
FEDERAL HOME LOAN BANKS	3.5%	AA / Aaa / NR
FREDDIE MAC	1.5%	AA / Aaa / AAA
Supranational	4.6%	
ASIAN DEVELOPMENT BANK	2.7%	AAA / Aaa / AAA
INTER-AMERICAN DEVELOPMENT BANK	0.9%	AAA / Aaa / AAA
INTL BANK OF RECONSTRUCTION AND DEV	1.0%	AAA / Aaa / AAA
Corporate	32.3%	
ABBOTT LABORATORIES	0.2%	AA / Aa / NR
ADOBE INC	1.0%	A / A / NR
AMAZON.COM INC	1.5%	AA / A / AA
AMERICAN EXPRESS CO	0.7%	BBB / A / A
AMERICAN HONDA FINANCE	0.5%	A / A / A
APPLE INC	1.4%	AA / Aaa / NR
ASTRAZENECA PLC	0.6%	A / A / A
BANK OF AMERICA CO	1.7%	A / A / AA
BERKSHIRE HATHAWAY INC	0.8%	AA / Aa / A
BRISTOL-MYERS SQUIBB CO	0.6%	A / A / NR
CATERPILLAR INC	1.5%	A / A / A
CHARLES SCHWAB	0.6%	A / A / A
CITIGROUP INC	0.6%	BBB / A / A
COLGATE-PALMOLIVE COMPANY	1.2%	AA / Aa / NR
COMCAST CORP	0.1%	A / A / A
DEERE & COMPANY	0.7%	A / A / A

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	32.3%	
EMERSON ELECTRIC COMPANY	0.3%	A / A / NR
EXXON MOBIL CORP	1.2%	AA / Aa / NR
GENERAL DYNAMICS CORP	0.2%	A / A / NR
GOLDMAN SACHS GROUP INC	0.8%	BBB / A / A
HERSHEY COMPANY	0.3%	A / A / NR
HOME DEPOT INC	0.3%	A / A / A
HONEYWELL INTERNATIONAL	0.2%	A / A / A
HSBC HOLDINGS PLC	0.3%	A / A / A
IBM CORP	0.6%	A / A / NR
INTEL CORPORATION	0.6%	A / A / A
JP MORGAN CHASE & CO	0.7%	A / A / AA
LOCKHEED MARTIN CORP	0.2%	A / A / A
MASTERCARD INC	0.5%	A / Aa / NR
MERCK & CO INC	0.4%	A / A / NR
MORGAN STANLEY	0.3%	A / A / A
NATIONAL RURAL UTILITIES CO FINANCE CORP	0.5%	A / A / A
NORTHERN TRUST	0.1%	A / A / A
NOVARTIS AG	0.5%	AA / A / AA
PACCAR FINANCIAL CORP	0.6%	A / A / NR
PEPSICO INC	1.1%	A / A / NR
PNC FINANCIAL SERVICES GROUP	0.7%	A / A / A
PROCTER & GAMBLE CO	0.5%	AA / Aa / NR
STATE STREET CORPORATION	1.4%	A / A / AA
TARGET CORP	0.1%	A / A / A
TEXAS INSTRUMENTS INC	0.5%	A / Aa / NR
THE BANK OF NEW YORK MELLON CORPORATION	1.3%	A / A / AA

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	32.3%	
TOYOTA MOTOR CORP	1.0%	A / A / A
TRUIST FIN CORP	0.4%	A / A / A
UNILEVER PLC	0.1%	A / A / A
UNITED PARCEL SERVICE INC	0.3%	A / A / NR
UNITEDHEALTH GROUP INC	1.0%	A / A / A
US BANCORP	0.9%	A / A / A
WAL-MART STORES INC	0.3%	AA / Aa / AA
WELLS FARGO & COMPANY	0.2%	BBB / A / A
Total	100.0%	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

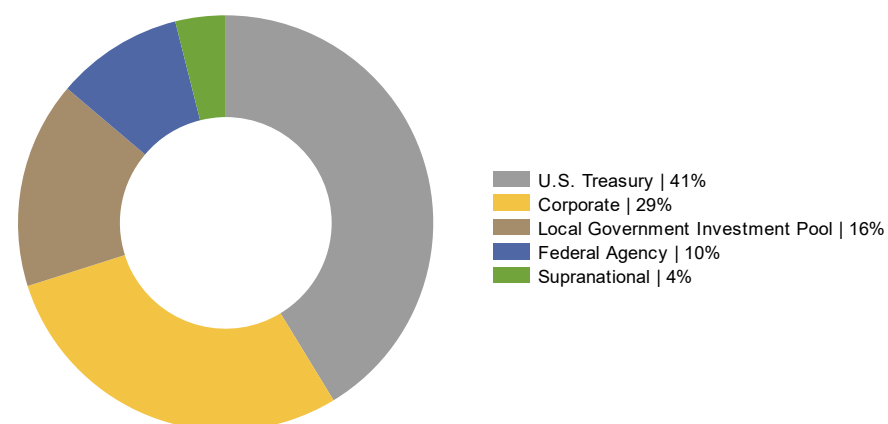
Portfolio Review:
WGIF-CAMPBELL COUNTY BLDG MAINTENANCE

Portfolio Snapshot - WGIF-CAMPBELL COUNTY BLDG MAINTENANCE¹

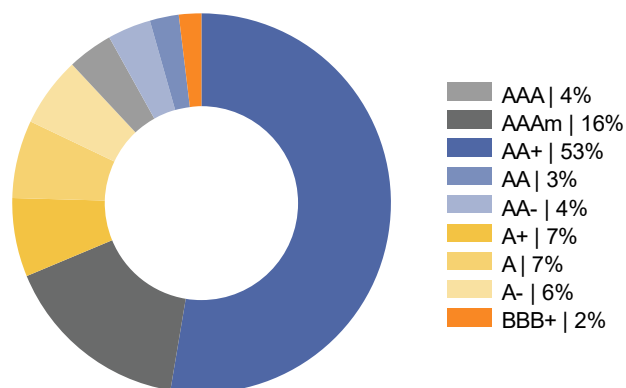
Portfolio Statistics

Total Market Value	\$34,746,386.51
Managed Account Sub-Total	\$29,047,886.31
Accrued Interest	\$118,974.47
Pool	\$5,579,525.73
Portfolio Effective Duration	2.24 years
Benchmark Effective Duration	2.50 years
Yield At Cost	1.57%
Yield At Market	4.84%
Portfolio Credit Quality	AA

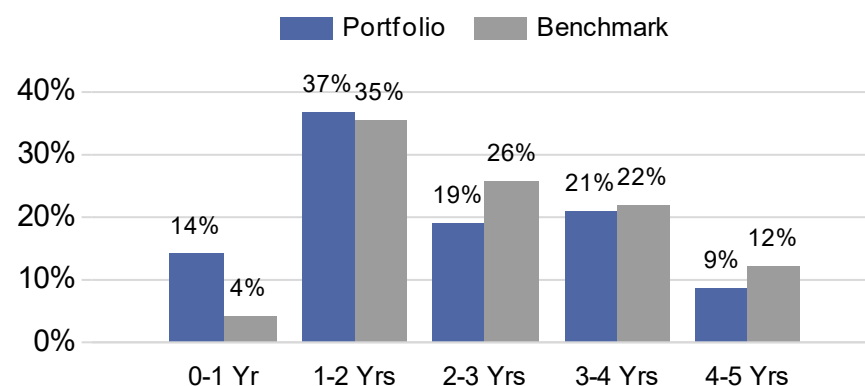
Sector Allocation



Credit Quality - S&P



Duration Distribution



1. Total market value includes accrued interest and balances invested in WGIF, as of June 30, 2023.

Yield and duration calculations exclude balances invested in WGIF.

The portfolio's benchmark is the ICE BofA 1-5 Year U.S. Treasury Index. Source: Bloomberg.

An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	49.3%	
UNITED STATES TREASURY	49.3%	AA / Aaa / AAA
Federal Agency	11.7%	
FANNIE MAE	7.1%	AA / Aaa / AAA
FEDERAL HOME LOAN BANKS	2.9%	AA / Aaa / NR
FREDDIE MAC	1.7%	AA / Aaa / AAA
Supranational	4.6%	
ASIAN DEVELOPMENT BANK	3.4%	AAA / Aaa / AAA
INTER-AMERICAN DEVELOPMENT BANK	1.3%	AAA / Aaa / AAA
Corporate	34.4%	
ABBOTT LABORATORIES	0.3%	AA / Aa / NR
ADOBE INC	1.2%	A / A / NR
AMAZON.COM INC	1.4%	AA / A / AA
AMERICAN EXPRESS CO	0.6%	BBB / A / A
AMERICAN HONDA FINANCE	0.6%	A / A / A
APPLE INC	1.7%	AA / Aaa / NR
ASTRAZENECA PLC	0.7%	A / A / A
BANK OF AMERICA CO	2.1%	A / A / AA
BERKSHIRE HATHAWAY INC	1.0%	AA / Aa / A
BRISTOL-MYERS SQUIBB CO	0.7%	A / A / NR
CATERPILLAR INC	1.8%	A / A / A
CHARLES SCHWAB	0.7%	A / A / A
CITIGROUP INC	0.7%	BBB / A / A
COLGATE-PALMOLIVE COMPANY	1.4%	AA / Aa / NR
DEERE & COMPANY	0.7%	A / A / A
EMERSON ELECTRIC COMPANY	0.4%	A / A / NR
EXXON MOBIL CORP	1.5%	AA / Aa / NR

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	34.4%	
GENERAL DYNAMICS CORP	0.3%	A / A / NR
GOLDMAN SACHS GROUP INC	1.0%	BBB / A / A
HERSHEY COMPANY	0.4%	A / A / NR
HONEYWELL INTERNATIONAL	0.2%	A / A / A
IBM CORP	0.7%	A / A / NR
JP MORGAN CHASE & CO	0.9%	A / A / AA
LOCKHEED MARTIN CORP	0.3%	A / A / A
MASTERCARD INC	0.6%	A / Aa / NR
MERCK & CO INC	0.4%	A / A / NR
MORGAN STANLEY	0.3%	A / A / A
NATIONAL RURAL UTILITIES CO FINANCE CORP	0.5%	A / A / A
NOVARTIS AG	0.6%	AA / A / AA
PACCAR FINANCIAL CORP	0.8%	A / A / NR
PEPSICO INC	1.2%	A / A / NR
PNC FINANCIAL SERVICES GROUP	0.4%	A / A / A
PROCTER & GAMBLE CO	0.6%	AA / Aa / NR
STATE STREET CORPORATION	1.7%	A / A / AA
TARGET CORP	0.2%	A / A / A
TEXAS INSTRUMENTS INC	0.7%	A / Aa / NR
THE BANK OF NEW YORK MELLON CORPORATION	1.5%	A / A / AA
TOYOTA MOTOR CORP	1.3%	A / A / A
TRUIST FIN CORP	0.3%	A / A / A
UNITED PARCEL SERVICE INC	0.3%	A / A / NR
UNITEDHEALTH GROUP INC	1.2%	A / A / A

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

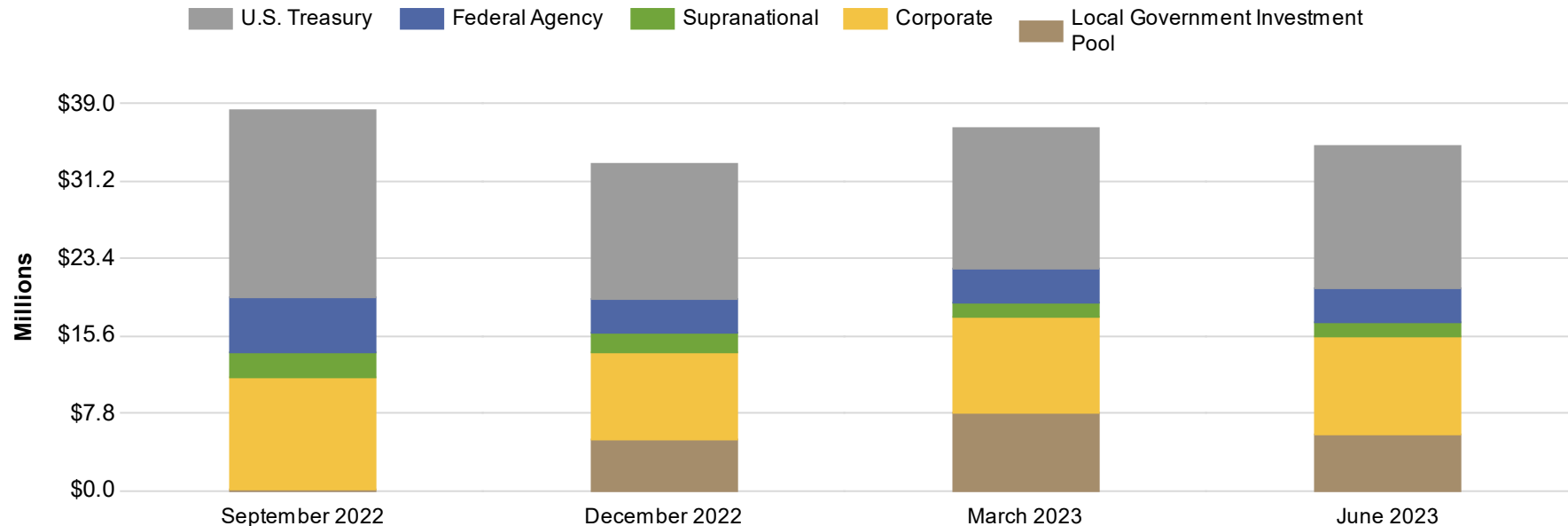
Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	34.4%	
WAL-MART STORES INC	0.6%	AA / Aa / AA
Total	100.0%	

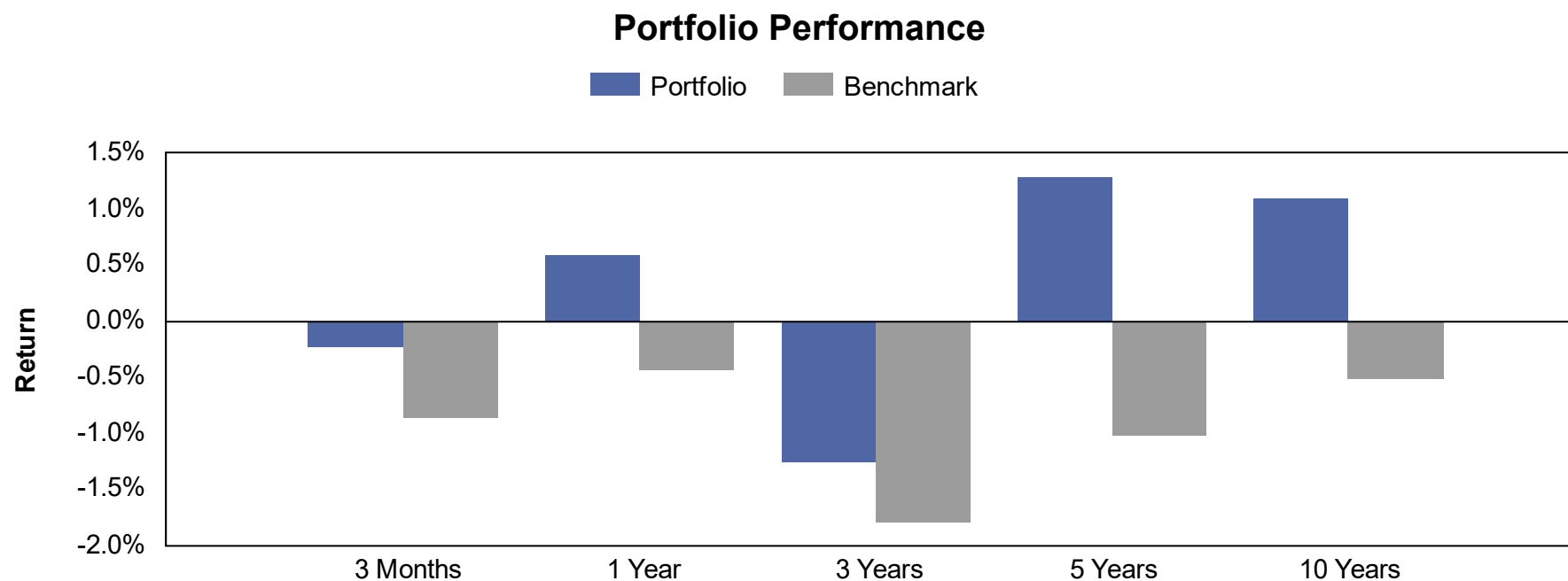
Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Sector Allocation Review - WGIF-CAMPBELL COUNTY BLDG MAINTENANCE

Security Type	Sep-22	% of Total	Dec-22	% of Total	Mar-23	% of Total	Jun-23	% of Total
U.S. Treasury	\$18.9	49.2%	\$13.6	41.4%	\$14.1	38.8%	\$14.3	41.3%
Federal Agency	\$5.6	14.5%	\$3.4	10.3%	\$3.4	9.4%	\$3.4	9.9%
Supranational	\$2.6	6.7%	\$1.9	5.8%	\$1.3	3.7%	\$1.3	3.9%
Corporate	\$11.2	29.2%	\$8.8	26.9%	\$9.6	26.4%	\$10.0	28.8%
Local Government Investment Pool	\$0.2	0.4%	\$5.1	15.6%	\$7.9	21.7%	\$5.6	16.1%
Total	\$38.3	100.0%	\$32.8	100.0%	\$36.5	100.0%	\$34.6	100.0%



Market values, excluding accrued interest. Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM. Detail may not add to total due to rounding.



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	10 Years ¹
Interest Earned ²	\$179,761	\$640,523	\$1,729,612	\$3,231,503	\$5,260,832
Change in Market Value	(\$242,160)	(\$444,955)	(\$3,274,429)	(\$849,190)	(\$1,524,987)
Total Dollar Return	(\$62,399)	\$195,568	(\$1,544,817)	\$2,382,313	\$3,735,845
Total Return³					
Portfolio	-0.22%	0.58%	-1.25%	1.27%	1.09%
Benchmark ⁴	-0.86%	-0.43%	-1.79%	-1.02%	-0.51%
Difference	0.64%	1.01%	0.54%	2.30%	1.60%

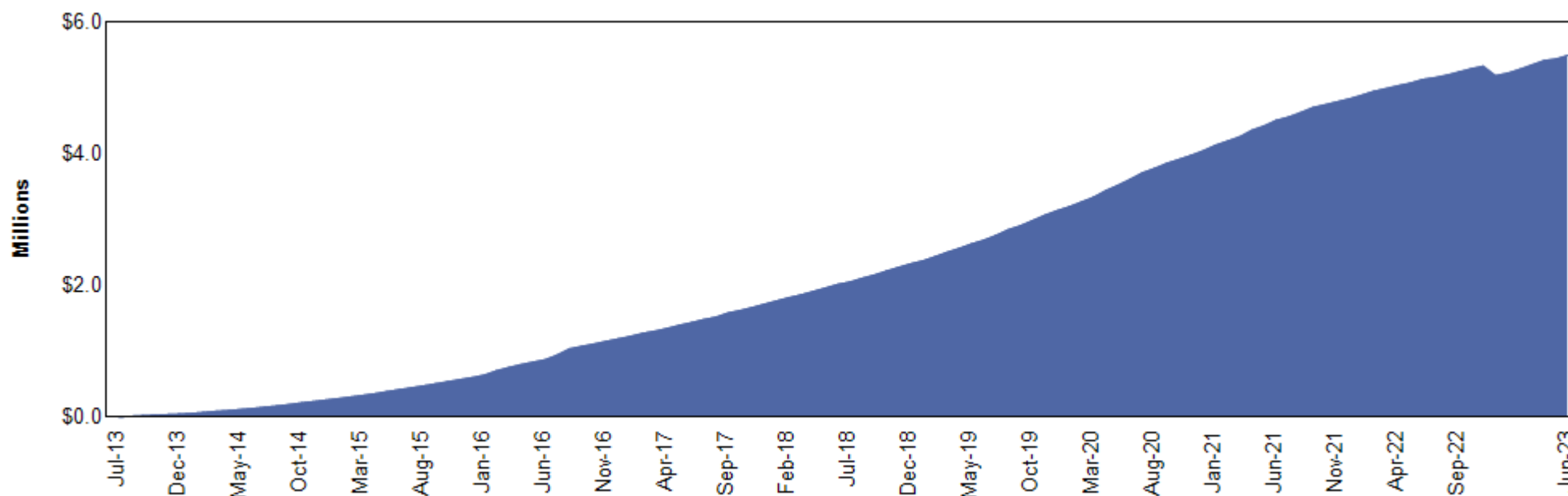
1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is September 30, 2012.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

4. The portfolio's benchmark is the ICE BofA 1-5 Year U.S. Treasury Index. Source: Bloomberg.

Accrual Basis Earnings - WGIF-CAMPBELL COUNTY BLDG MAINTENANCE



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	10 Year ¹
Interest Earned ²	\$179,761	\$640,523	\$1,729,612	\$3,231,503	\$5,260,832
Realized Gains / (Losses) ³	(\$39,018)	(\$311,668)	\$17,375	\$70,131	\$250,140
Change in Amortized Cost	\$7,049	\$40,984	\$137,258	\$178,779	(\$5,431)
Total Earnings	\$147,792	\$369,839	\$1,884,245	\$3,480,412	\$5,496,466

1. The lesser of 10 years or since inception is shown. Performance inception date is September 30, 2012.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Realized gains / (losses) are shown on an amortized cost basis.

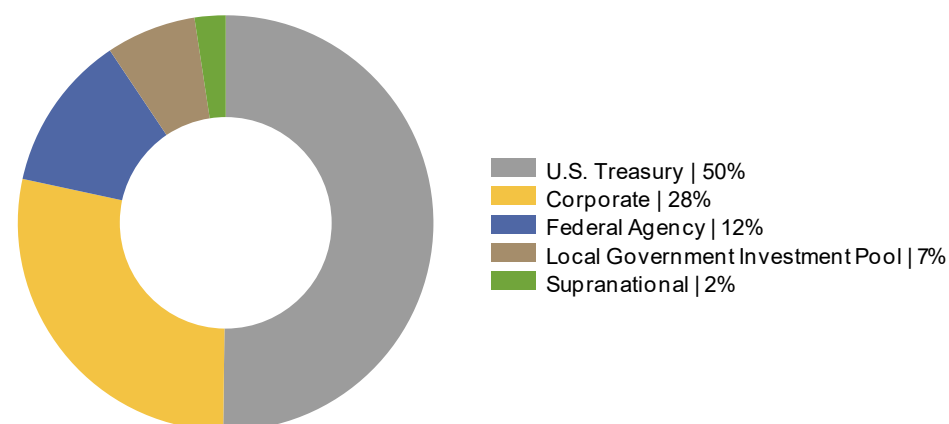
Portfolio Review:
WGIF-CAMPBELL COUNTY CAMPUS MAINTENANCE

Portfolio Snapshot - WGIF-CAMPBELL COUNTY CAMPUS MAINTENANCE¹

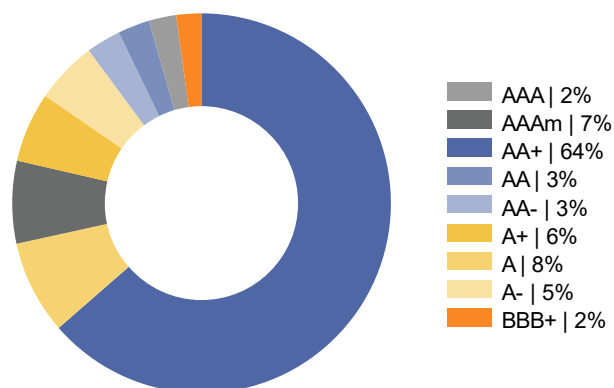
Portfolio Statistics

Total Market Value	\$4,051,136.45
Managed Account Sub-Total	\$3,748,840.98
Accrued Interest	\$19,004.52
Pool	\$283,290.95
Portfolio Effective Duration	2.38 years
Benchmark Effective Duration	2.50 years
Yield At Cost	1.97%
Yield At Market	4.79%
Portfolio Credit Quality	AA

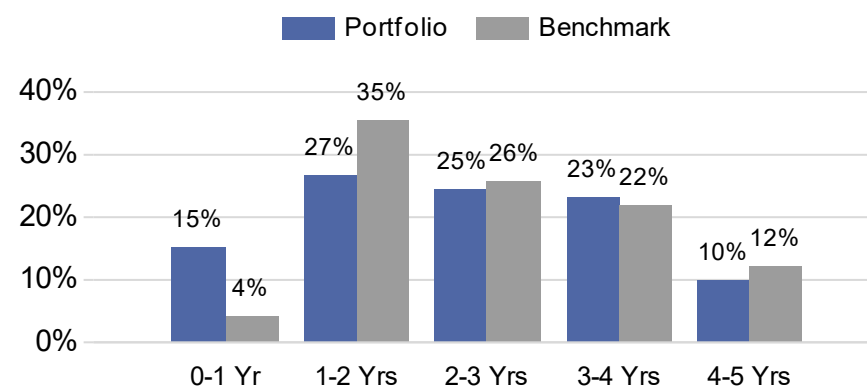
Sector Allocation



Credit Quality - S&P



Duration Distribution



1. Total market value includes accrued interest and balances invested in WGIF, as of June 30, 2023.

Yield and duration calculations exclude balances invested in WGIF.

The portfolio's benchmark is the ICE BofA 1-5 Year U.S. Treasury Index. Source: Bloomberg.

An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	54.0%	
UNITED STATES TREASURY	54.0%	AA / Aaa / AAA
Federal Agency	13.1%	
FANNIE MAE	7.3%	AA / Aaa / AAA
FEDERAL HOME LOAN BANKS	3.6%	AA / Aaa / NR
FREDDIE MAC	2.2%	AA / Aaa / AAA
Supranational	2.5%	
ASIAN DEVELOPMENT BANK	2.5%	AAA / Aaa / AAA
Corporate	30.4%	
ABBOTT LABORATORIES	0.1%	AA / Aa / NR
ADOBE INC	0.9%	A / A / NR
AMAZON.COM INC	1.5%	AA / A / AA
AMERICAN EXPRESS CO	0.7%	BBB / A / A
AMERICAN HONDA FINANCE	0.5%	A / A / A
APPLE INC	1.3%	AA / Aaa / NR
ASTRAZENECA PLC	0.6%	A / A / A
BANK OF AMERICA CO	1.6%	A / A / AA
BERKSHIRE HATHAWAY INC	0.7%	AA / Aa / A
BRISTOL-MYERS SQUIBB CO	0.5%	A / A / NR
CATERPILLAR INC	1.4%	A / A / A
CHARLES SCHWAB	0.6%	A / A / A
CITIGROUP INC	0.5%	BBB / A / A
COLGATE-PALMOLIVE COMPANY	1.0%	AA / Aa / NR
COMCAST CORP	0.1%	A / A / A
DEERE & COMPANY	0.6%	A / A / A
EMERSON ELECTRIC COMPANY	0.4%	A / A / NR
EXXON MOBIL CORP	1.2%	AA / Aa / NR

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	30.4%	
GENERAL DYNAMICS CORP	0.1%	A / A / NR
GOLDMAN SACHS GROUP INC	0.8%	BBB / A / A
HERSHEY COMPANY	0.2%	A / A / NR
HOME DEPOT INC	0.4%	A / A / A
HONEYWELL INTERNATIONAL	0.1%	A / A / A
INTEL CORPORATION	0.8%	A / A / A
JP MORGAN CHASE & CO	0.6%	A / A / AA
LOCKHEED MARTIN CORP	0.2%	A / A / A
MASTERCARD INC	0.4%	A / Aa / NR
MERCK & CO INC	0.6%	A / A / NR
MORGAN STANLEY	0.2%	A / A / A
NATIONAL RURAL UTILITIES CO FINANCE CORP	0.4%	A / A / A
NORTHERN TRUST	0.3%	A / A / A
NOVARTIS AG	0.4%	AA / A / AA
PACCAR FINANCIAL CORP	0.5%	A / A / NR
PEPSICO INC	0.9%	A / A / NR
PNC FINANCIAL SERVICES GROUP	0.7%	A / A / A
PROCTER & GAMBLE CO	0.5%	AA / Aa / NR
STATE STREET CORPORATION	1.3%	A / A / AA
TARGET CORP	0.1%	A / A / A
TEXAS INSTRUMENTS INC	0.2%	A / Aa / NR
THE BANK OF NEW YORK MELLON CORPORATION	1.2%	A / A / AA
TOYOTA MOTOR CORP	1.0%	A / A / A
TRUIST FIN CORP	0.5%	A / A / A
UNITED PARCEL SERVICE INC	0.3%	A / A / NR

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

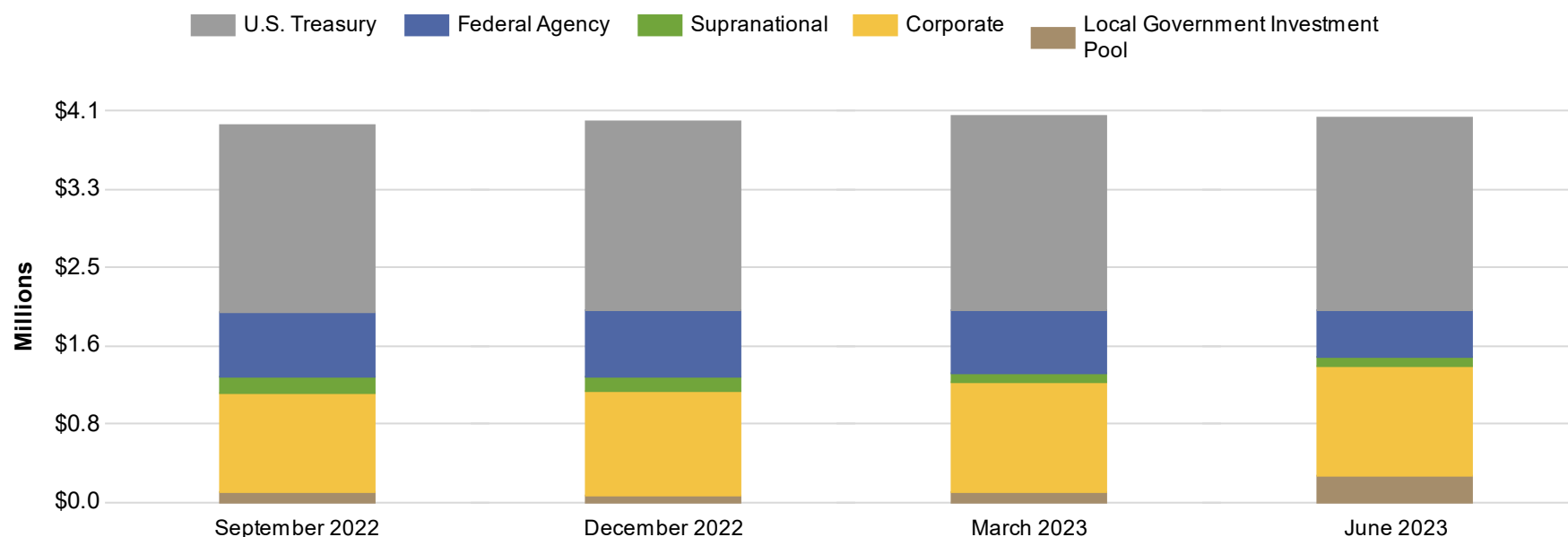
Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	30.4%	
UNITEDHEALTH GROUP INC	1.0%	A / A / A
US BANCORP	1.2%	A / A / A
WAL-MART STORES INC	0.7%	AA / Aa / AA
WELLS FARGO & COMPANY	0.3%	BBB / A / A
Total	100.0%	

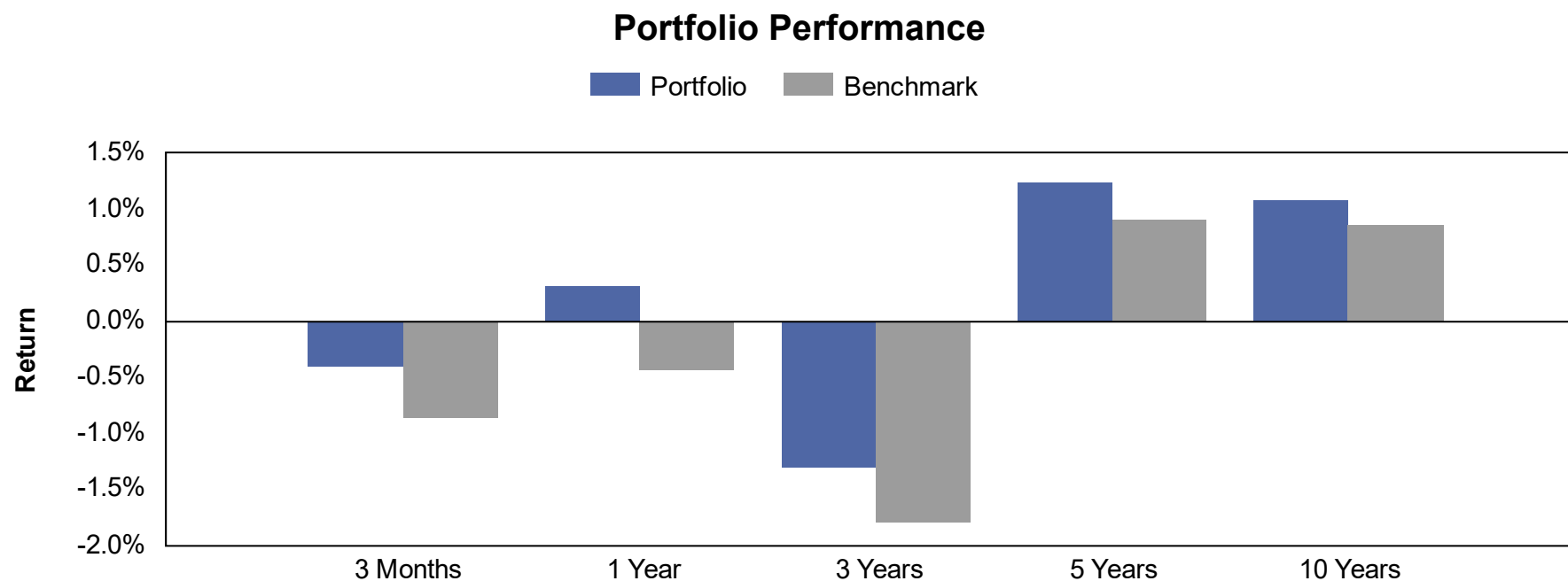
Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Sector Allocation Review - WGIF-CAMPBELL COUNTY CAMPUS MAINTENANCE

Security Type	Sep-22	% of Total	Dec-22	% of Total	Mar-23	% of Total	Jun-23	% of Total
U.S. Treasury	\$2.0	49.8%	\$2.0	49.6%	\$2.0	50.3%	\$2.0	50.2%
Federal Agency	\$0.7	17.2%	\$0.7	17.2%	\$0.7	16.1%	\$0.5	12.2%
Supranational	\$0.2	4.1%	\$0.2	4.1%	\$0.1	2.4%	\$0.1	2.4%
Corporate	\$1.0	26.3%	\$1.1	27.2%	\$1.2	28.5%	\$1.1	28.2%
Local Government Investment Pool	\$0.1	2.6%	\$0.1	1.9%	\$0.1	2.7%	\$0.3	7.0%
Total	\$3.9	100.0%	\$4.0	100.0%	\$4.1	100.0%	\$4.0	100.0%



Market values, excluding accrued interest. Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM. Detail may not add to total due to rounding.



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	10 Years ¹
Interest Earned ²	\$19,664	\$67,273	\$186,458	\$346,142	\$592,005
Change in Market Value	(\$36,079)	(\$54,598)	(\$349,322)	(\$98,872)	(\$160,440)
Total Dollar Return	(\$16,415)	\$12,675	(\$162,864)	\$247,270	\$431,565
Total Return³					
Portfolio	-0.40%	0.31%	-1.30%	1.23%	1.08%
Benchmark ⁴	-0.86%	-0.43%	-1.79%	0.90%	0.85%
Difference	0.46%	0.74%	0.49%	0.33%	0.23%

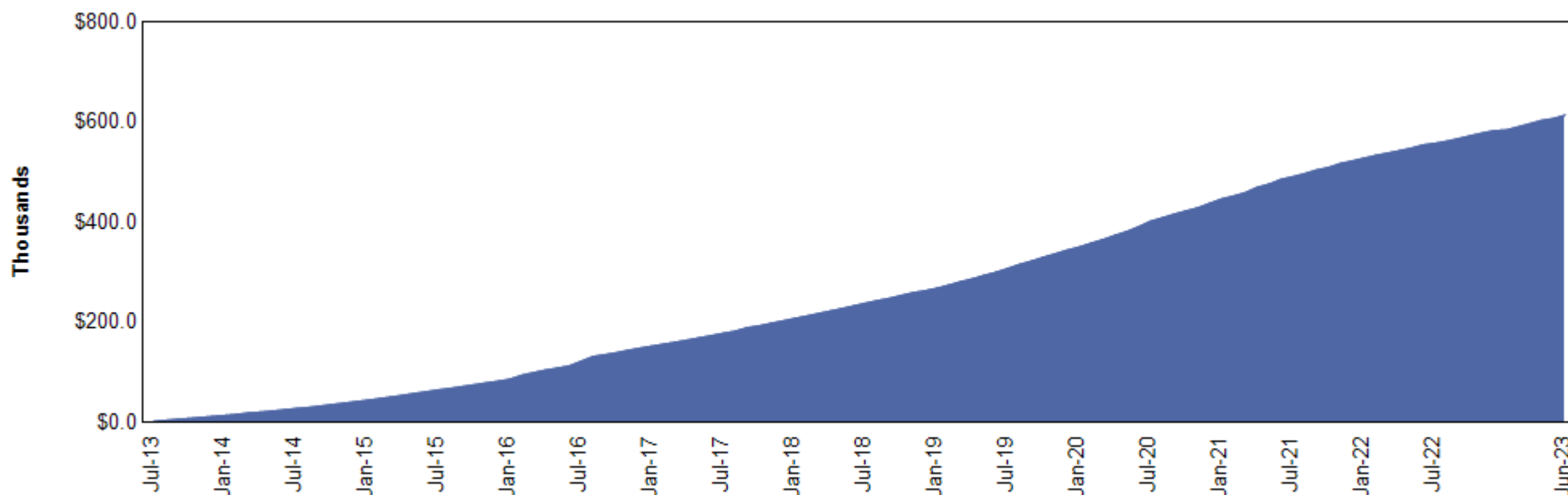
1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is September 30, 2012.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

4. The portfolio's benchmark is the ICE BofA 1-5 Year U.S. Treasury Index. Source: Bloomberg.

Accrual Basis Earnings - WGIF-CAMPBELL COUNTY CAMPUS MAINTENANCE



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	10 Year ¹
Interest Earned ²	\$19,664	\$67,273	\$186,458	\$346,142	\$592,005
Realized Gains / (Losses) ³	(\$3,643)	(\$13,035)	\$20,245	\$18,027	\$39,976
Change in Amortized Cost	\$1,256	\$5,484	\$16,784	\$17,399	(\$16,145)
Total Earnings	\$17,277	\$59,722	\$223,487	\$381,569	\$613,959

1. The lesser of 10 years or since inception is shown. Performance inception date is September 30, 2012.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Realized gains / (losses) are shown on an amortized cost basis.

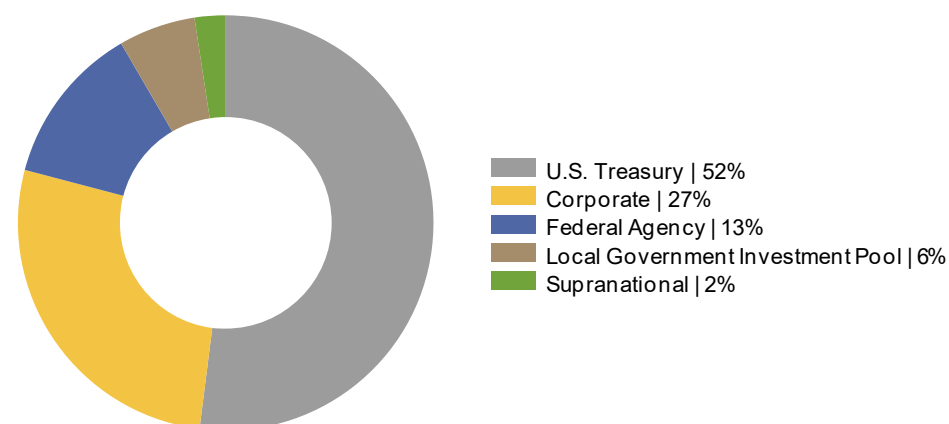
Portfolio Review: WGIF-CAMPBELL COUNTY CAMP MAINT TECH

Portfolio Snapshot - WGIF-CAMPBELL COUNTY CAMP MAINT TECH¹

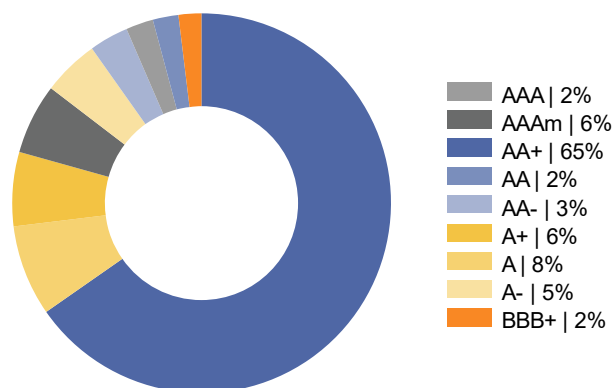
Portfolio Statistics

Total Market Value	\$2,433,844.13
Managed Account Sub-Total	\$2,275,834.94
Accrued Interest	\$12,407.05
Pool	\$145,602.14
Portfolio Effective Duration	2.35 years
Benchmark Effective Duration	2.50 years
Yield At Cost	1.97%
Yield At Market	4.80%
Portfolio Credit Quality	AA

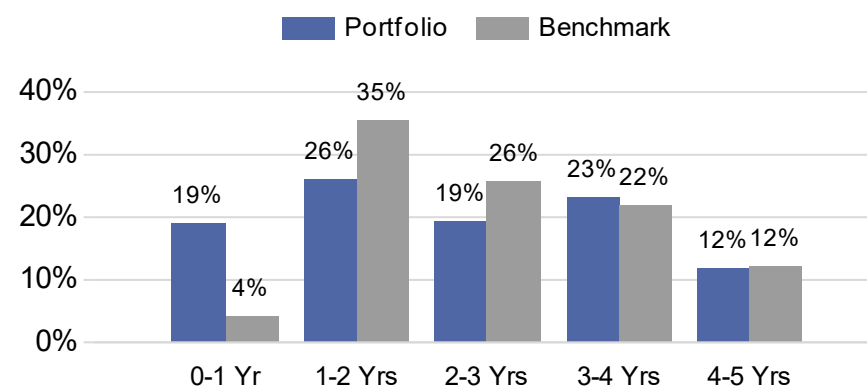
Sector Allocation



Credit Quality - S&P



Duration Distribution



1. Total market value includes accrued interest and balances invested in WGIF, as of June 30, 2023.

Yield and duration calculations exclude balances invested in WGIF.

The portfolio's benchmark is the ICE BofA 1-5 Year U.S. Treasury Index. Source: Bloomberg.

An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	55.3%	
UNITED STATES TREASURY	55.3%	AA / Aaa / AAA
Federal Agency	13.3%	
FANNIE MAE	7.3%	AA / Aaa / AAA
FEDERAL HOME LOAN BANKS	3.7%	AA / Aaa / NR
FREDDIE MAC	2.3%	AA / Aaa / AAA
Supranational	2.5%	
ASIAN DEVELOPMENT BANK	2.5%	AAA / Aaa / AAA
Corporate	28.9%	
ABBOTT LABORATORIES	0.2%	AA / Aa / NR
ADOBE INC	0.8%	A / A / NR
AMAZON.COM INC	1.5%	AA / A / AA
AMERICAN EXPRESS CO	0.8%	BBB / A / A
AMERICAN HONDA FINANCE	0.4%	A / A / A
APPLE INC	0.8%	AA / Aaa / NR
ASTRAZENECA PLC	0.4%	A / A / A
BANK OF AMERICA CO	1.5%	A / A / AA
BERKSHIRE HATHAWAY INC	0.6%	AA / Aa / A
BRISTOL-MYERS SQUIBB CO	0.4%	A / A / NR
CATERPILLAR INC	1.2%	A / A / A
CHARLES SCHWAB	0.4%	A / A / A
CITIGROUP INC	0.4%	BBB / A / A
COLGATE-PALMOLIVE COMPANY	1.3%	AA / Aa / NR
COMCAST CORP	0.2%	A / A / A
DEERE & COMPANY	0.9%	A / A / A
EMERSON ELECTRIC COMPANY	0.4%	A / A / NR
EXXON MOBIL CORP	1.3%	AA / Aa / NR

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	28.9%	
GENERAL DYNAMICS CORP	0.2%	A / A / NR
GOLDMAN SACHS GROUP INC	0.6%	BBB / A / A
HERSHEY COMPANY	0.2%	A / A / NR
HOME DEPOT INC	0.4%	A / A / A
INTEL CORPORATION	0.8%	A / A / A
JP MORGAN CHASE & CO	0.6%	A / A / AA
LOCKHEED MARTIN CORP	0.2%	A / A / A
MASTERCARD INC	0.4%	A / Aa / NR
MERCK & CO INC	0.8%	A / A / NR
MORGAN STANLEY	0.2%	A / A / A
NATIONAL RURAL UTILITIES CO FINANCE CORP	0.4%	A / A / A
NORTHERN TRUST	0.2%	A / A / A
NOVARTIS AG	0.4%	AA / A / AA
PACCAR FINANCIAL CORP	0.6%	A / A / NR
PEPSICO INC	0.9%	A / A / NR
PNC FINANCIAL SERVICES GROUP	0.6%	A / A / A
PROCTER & GAMBLE CO	0.4%	AA / Aa / NR
STATE STREET CORPORATION	1.2%	A / A / AA
TARGET CORP	0.2%	A / A / A
TEXAS INSTRUMENTS INC	0.6%	A / Aa / NR
THE BANK OF NEW YORK MELLON CORPORATION	1.2%	A / A / AA
TOYOTA MOTOR CORP	1.0%	A / A / A
TRUIST FIN CORP	0.4%	A / A / A
UNITED PARCEL SERVICE INC	0.2%	A / A / NR
UNITEDHEALTH GROUP INC	0.8%	A / A / A

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

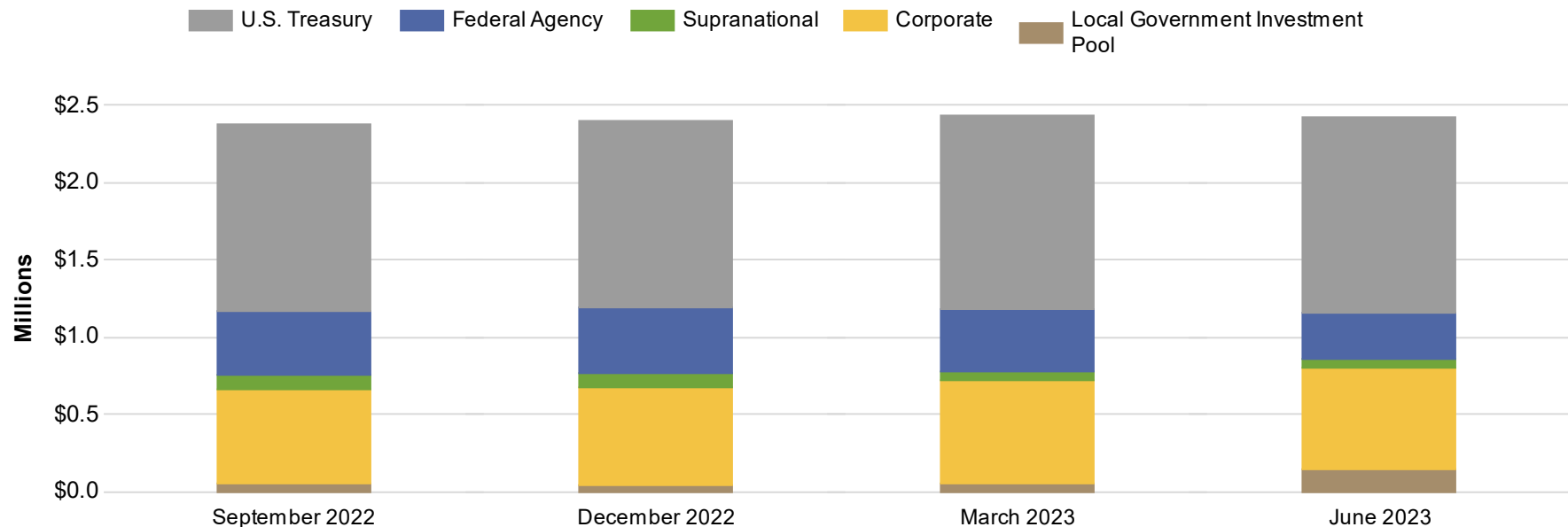
Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	28.9%	
US BANCORP	1.1%	A / A / A
WAL-MART STORES INC	0.2%	AA / Aa / AA
WELLS FARGO & COMPANY	0.2%	BBB / A / A
Total	100.0%	

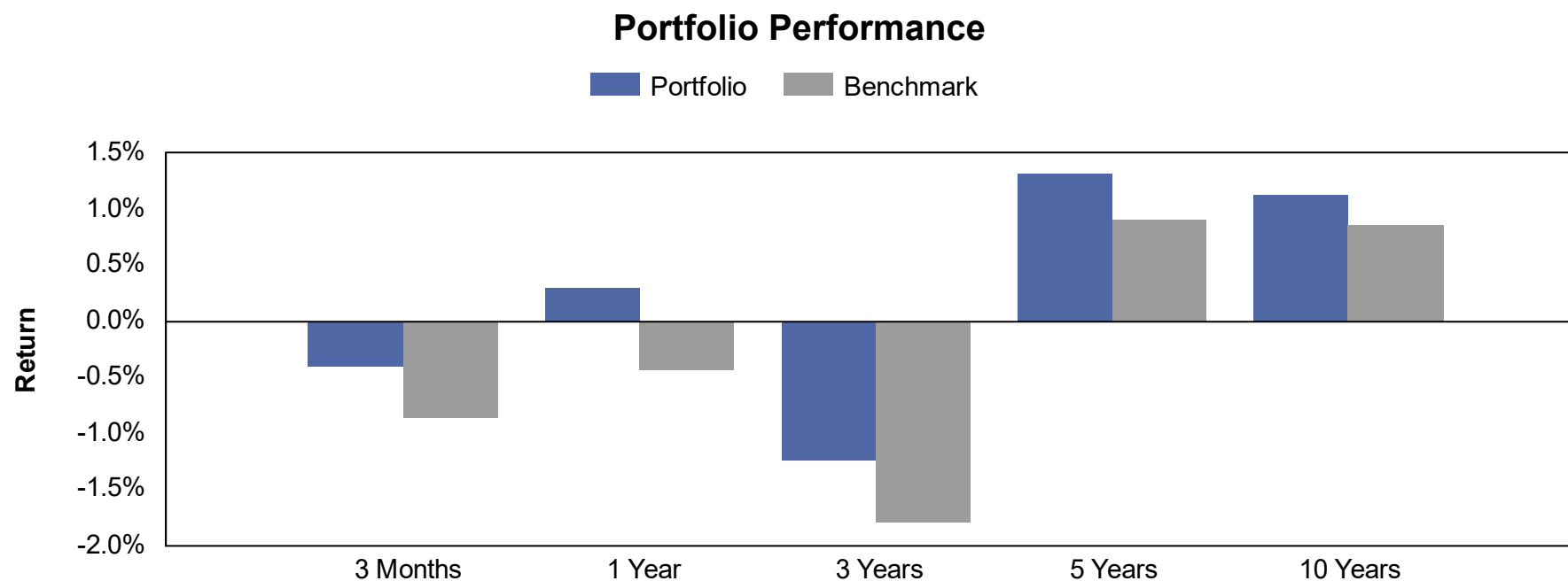
Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Sector Allocation Review - WGIF-CAMPBELL COUNTY CAMP MAINT TECH

Security Type	Sep-22	% of Total	Dec-22	% of Total	Mar-23	% of Total	Jun-23	% of Total
U.S. Treasury	\$1.2	50.6%	\$1.2	50.2%	\$1.3	51.6%	\$1.3	52.0%
Federal Agency	\$0.4	17.7%	\$0.4	17.6%	\$0.4	16.5%	\$0.3	12.5%
Supranational	\$0.1	4.0%	\$0.1	4.0%	\$0.1	2.3%	\$0.1	2.4%
Corporate	\$0.6	25.3%	\$0.6	26.5%	\$0.7	27.6%	\$0.7	27.1%
Local Government Investment Pool	\$0.1	2.4%	\$0.0	1.7%	\$0.0	2.0%	\$0.1	6.0%
Total	\$2.4	100.0%	\$2.4	100.0%	\$2.4	100.0%	\$2.4	100.0%



Market values, excluding accrued interest. Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM. Detail may not add to total due to rounding.



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	10 Years ¹
Interest Earned ²	\$11,616	\$39,914	\$115,220	\$216,599	\$370,651
Change in Market Value	(\$21,286)	(\$32,557)	(\$212,678)	(\$52,776)	(\$92,562)
Total Dollar Return	(\$9,670)	\$7,357	(\$97,458)	\$163,823	\$278,089
Total Return³					
Portfolio	-0.40%	0.30%	-1.23%	1.31%	1.13%
Benchmark ⁴	-0.86%	-0.43%	-1.79%	0.90%	0.85%
Difference	0.47%	0.73%	0.56%	0.41%	0.28%

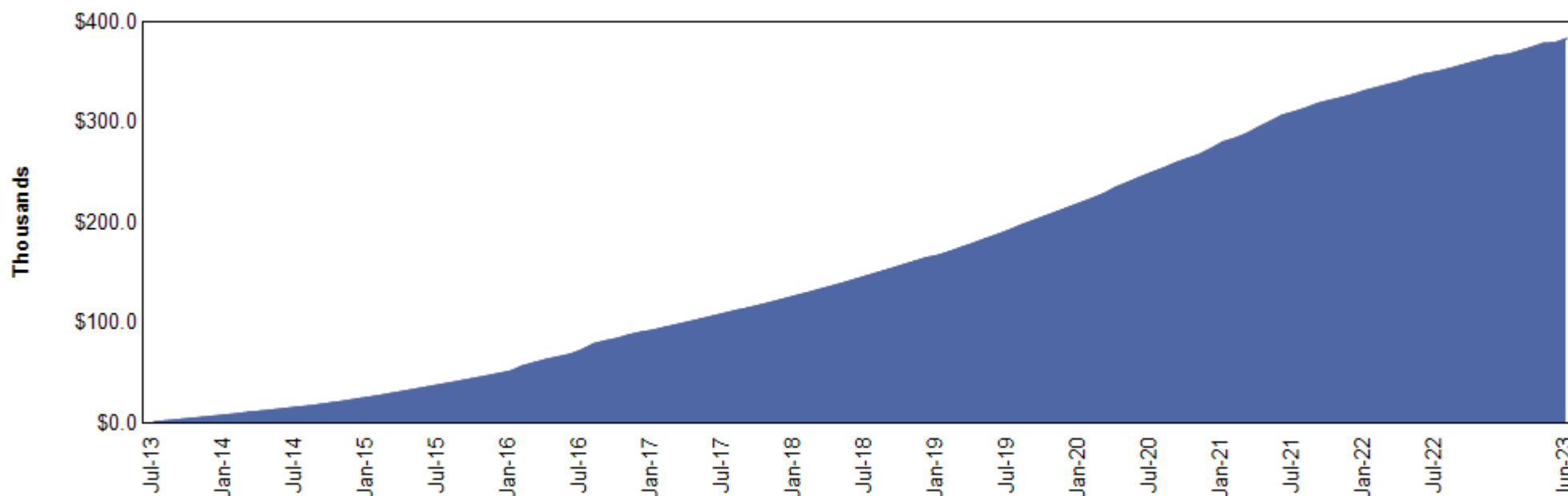
1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is September 30, 2012.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

4. The portfolio's benchmark is the ICE BofA 1-5 Year U.S. Treasury Index. Source: Bloomberg.

Accrual Basis Earnings - WGIF-CAMPBELL COUNTY CAMP MAINT TECH



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	10 Year ¹
Interest Earned ²	\$11,616	\$39,914	\$115,220	\$216,599	\$370,651
Realized Gains / (Losses) ³	(\$3,397)	(\$7,699)	\$11,986	\$12,470	\$25,223
Change in Amortized Cost	\$692	\$3,196	\$11,297	\$11,423	(\$11,290)
Total Earnings	\$8,911	\$35,411	\$138,502	\$240,492	\$383,577

1. The lesser of 10 years or since inception is shown. Performance inception date is September 30, 2012.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Realized gains / (losses) are shown on an amortized cost basis.

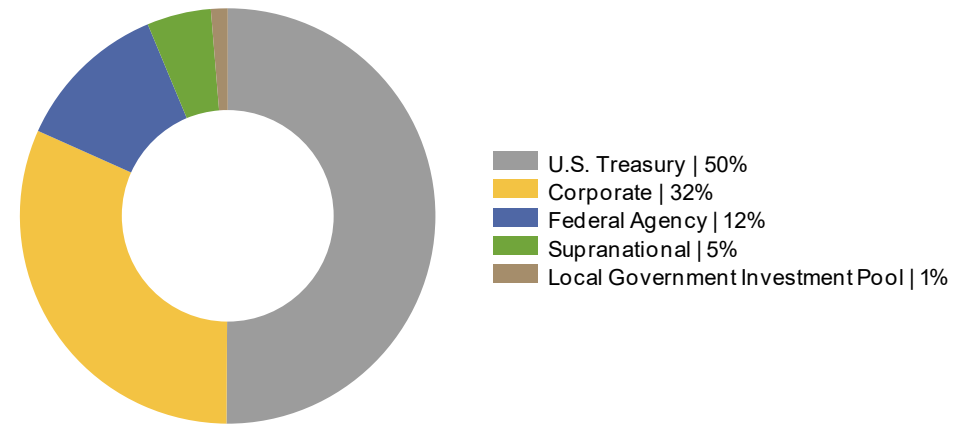
Portfolio Review: WGIF-CAMPBELL COUNTY CAP REPLACEMENT RSV

Portfolio Snapshot - WGIF-CAMPBELL COUNTY CAP REPLACEMENT RSV¹

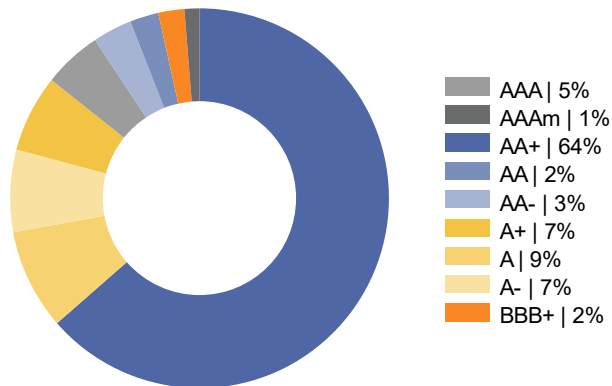
Portfolio Statistics

Total Market Value	\$93,703,639.28
Managed Account Sub-Total	\$92,083,944.32
Accrued Interest	\$435,718.29
Pool	\$1,183,976.67
Portfolio Effective Duration	2.28 years
Benchmark Effective Duration	2.50 years
Yield At Cost	1.95%
Yield At Market	4.84%
Portfolio Credit Quality	AA

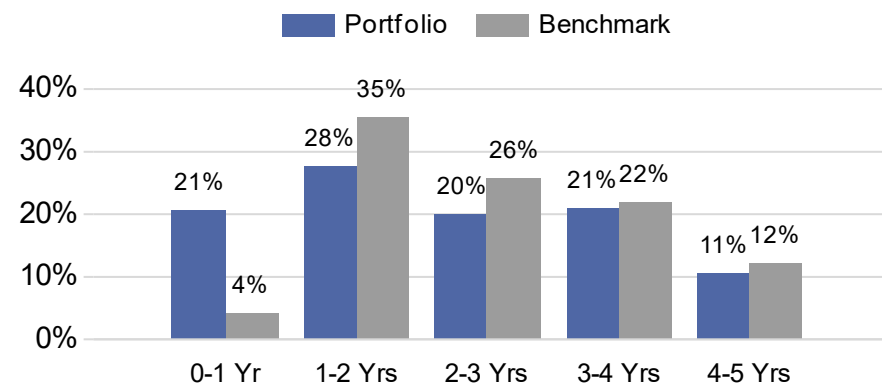
Sector Allocation



Credit Quality - S&P



Duration Distribution



1. Total market value includes accrued interest and balances invested in WGIF, as of June 30, 2023.

Yield and duration calculations exclude balances invested in WGIF.

The portfolio's benchmark is the ICE BofA 1-5 Year U.S. Treasury Index. Source: Bloomberg.

An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	50.7%	
UNITED STATES TREASURY	50.7%	AA / Aaa / AAA
Federal Agency	12.2%	
FANNIE MAE	7.2%	AA / Aaa / AAA
FEDERAL HOME LOAN BANKS	3.7%	AA / Aaa / NR
FREDDIE MAC	1.3%	AA / Aaa / AAA
Supranational	5.0%	
ASIAN DEVELOPMENT BANK	2.6%	AAA / Aaa / AAA
INTER-AMERICAN DEVELOPMENT BANK	1.0%	AAA / Aaa / AAA
INTL BANK OF RECONSTRUCTION AND DEV	1.5%	AAA / Aaa / AAA
Corporate	32.1%	
ABBOTT LABORATORIES	0.2%	AA / Aa / NR
ADOBE INC	0.9%	A / A / NR
AMAZON.COM INC	1.5%	AA / A / AA
AMERICAN EXPRESS CO	0.7%	BBB / A / A
AMERICAN HONDA FINANCE	0.5%	A / A / A
APPLE INC	1.4%	AA / Aaa / NR
ASTRAZENECA PLC	0.6%	A / A / A
BANK OF AMERICA CO	1.6%	A / A / AA
BERKSHIRE HATHAWAY INC	0.8%	AA / Aa / A
BRISTOL-MYERS SQUIBB CO	0.6%	A / A / NR
CATERPILLAR INC	1.4%	A / A / A
CHARLES SCHWAB	0.6%	A / A / A
CITIGROUP INC	0.5%	BBB / A / A
COLGATE-PALMOLIVE COMPANY	1.1%	AA / Aa / NR
COMCAST CORP	0.2%	A / A / A
DEERE & COMPANY	0.8%	A / A / A

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	32.1%	
EMERSON ELECTRIC COMPANY	0.3%	A / A / NR
EXXON MOBIL CORP	1.1%	AA / Aa / NR
GENERAL DYNAMICS CORP	0.2%	A / A / NR
GOLDMAN SACHS GROUP INC	0.8%	BBB / A / A
HERSHEY COMPANY	0.3%	A / A / NR
HOME DEPOT INC	0.4%	A / A / A
HONEYWELL INTERNATIONAL	0.2%	A / A / A
HSBC HOLDINGS PLC	0.5%	A / A / A
IBM CORP	0.7%	A / A / NR
INTEL CORPORATION	0.7%	A / A / A
JP MORGAN CHASE & CO	0.7%	A / A / AA
LOCKHEED MARTIN CORP	0.2%	A / A / A
MASTERCARD INC	0.5%	A / Aa / NR
MERCK & CO INC	0.3%	A / A / NR
MORGAN STANLEY	0.2%	A / A / A
NATIONAL RURAL UTILITIES CO FINANCE CORP	0.5%	A / A / A
NORTHERN TRUST	0.2%	A / A / A
NOVARTIS AG	0.5%	AA / A / AA
PACCAR FINANCIAL CORP	0.6%	A / A / NR
PEPSICO INC	1.0%	A / A / NR
PNC FINANCIAL SERVICES GROUP	0.8%	A / A / A
PROCTER & GAMBLE CO	0.5%	AA / Aa / NR
STATE STREET CORPORATION	1.3%	A / A / AA
TARGET CORP	0.1%	A / A / A
TEXAS INSTRUMENTS INC	0.5%	A / Aa / NR
THE BANK OF NEW YORK MELLON CORPORATION	1.3%	A / A / AA

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

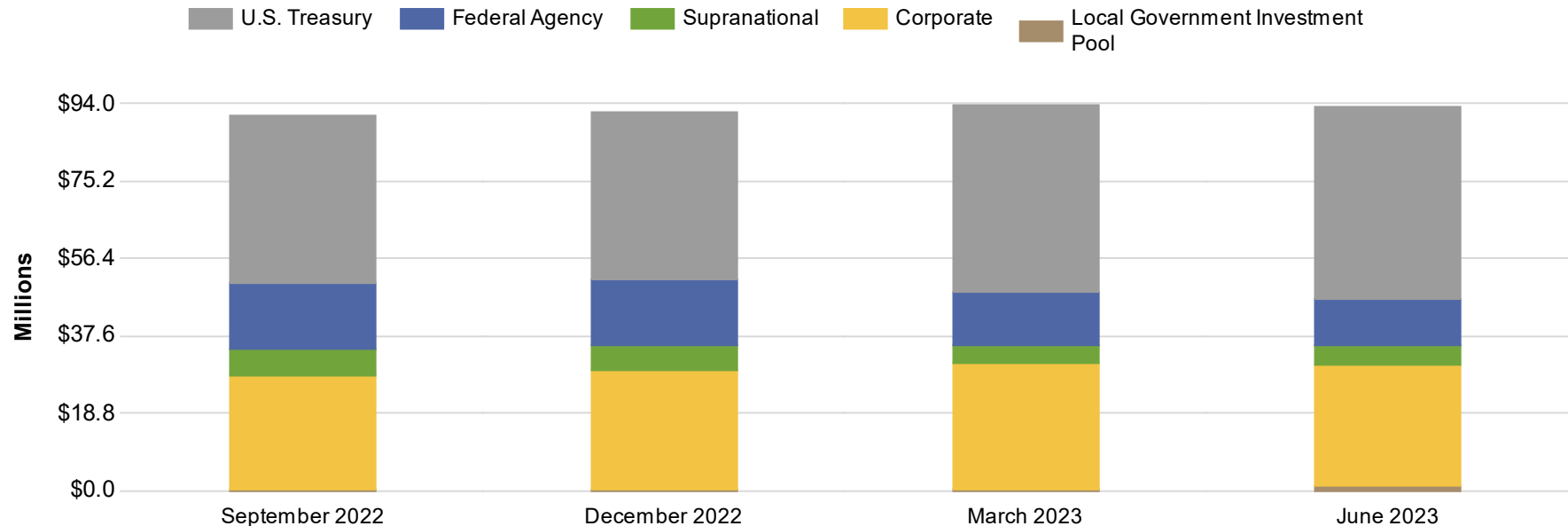
Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	32.1%	
TOYOTA MOTOR CORP	1.0%	A / A / A
TRUIST FIN CORP	0.5%	A / A / A
UNILEVER PLC	0.1%	A / A / A
UNITED PARCEL SERVICE INC	0.3%	A / A / NR
UNITEDHEALTH GROUP INC	0.9%	A / A / A
US BANCORP	1.1%	A / A / A
WAL-MART STORES INC	0.3%	AA / Aa / AA
WELLS FARGO & COMPANY	0.3%	BBB / A / A
Total	100.0%	

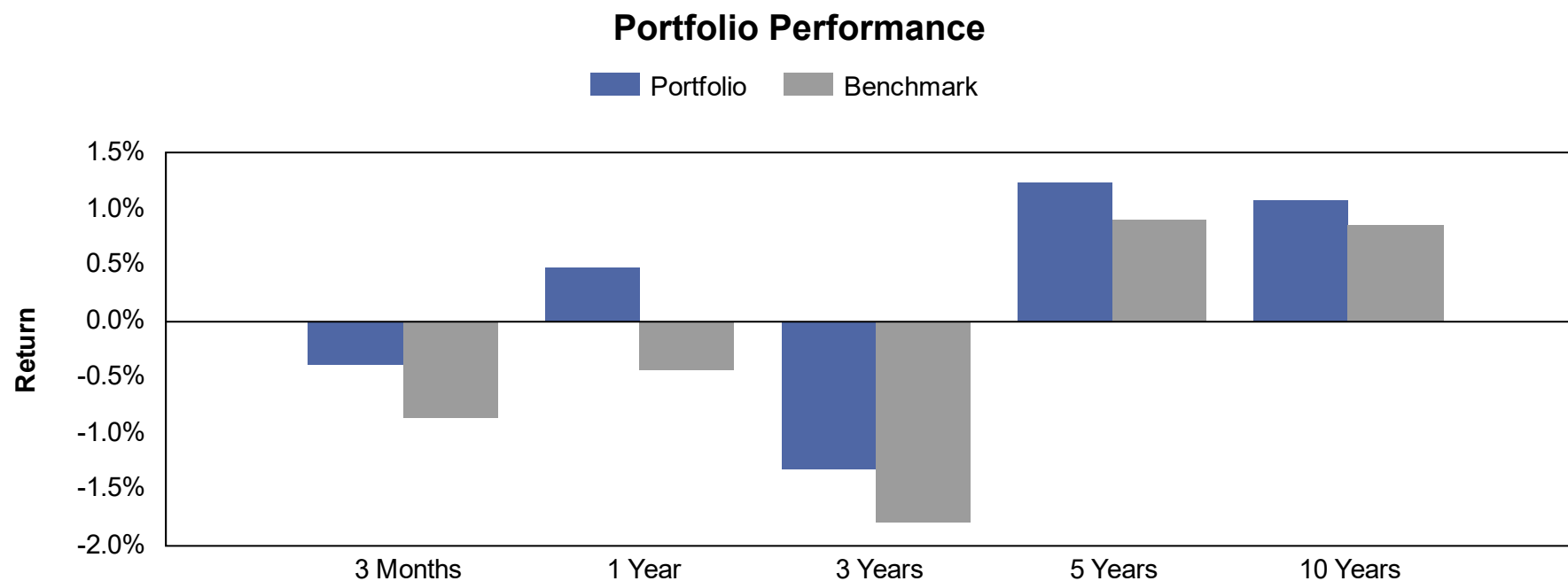
Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Sector Allocation Review - WGIF-CAMPBELL COUNTY CAP REPLACEMENT RSV

Security Type	Sep-22	% of Total	Dec-22	% of Total	Mar-23	% of Total	Jun-23	% of Total
U.S. Treasury	\$40.9	45.0%	\$40.7	44.2%	\$45.4	48.4%	\$46.8	50.1%
Federal Agency	\$16.0	17.5%	\$16.1	17.5%	\$12.9	13.7%	\$11.2	12.0%
Supranational	\$6.2	6.8%	\$6.2	6.8%	\$4.6	5.0%	\$4.6	5.0%
Corporate	\$27.6	30.3%	\$28.7	31.2%	\$30.4	32.4%	\$29.5	31.6%
Local Government Investment Pool	\$0.4	0.4%	\$0.3	0.3%	\$0.4	0.5%	\$1.2	1.3%
Total	\$91.1	100.0%	\$92.0	100.0%	\$93.7	100.0%	\$93.3	100.0%



Market values, excluding accrued interest. Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM. Detail may not add to total due to rounding.



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	10 Years ¹
Interest Earned ²	\$439,345	\$1,505,589	\$4,201,892	\$7,839,263	\$13,199,997
Change in Market Value	(\$800,358)	(\$1,061,336)	(\$8,015,258)	(\$2,172,887)	(\$3,897,297)
Total Dollar Return	(\$361,013)	\$444,253	(\$3,813,366)	\$5,666,376	\$9,302,700
Total Return³					
Portfolio	-0.38%	0.48%	-1.32%	1.24%	1.08%
Benchmark ⁴	-0.86%	-0.43%	-1.79%	0.90%	0.85%
Difference	0.48%	0.91%	0.47%	0.34%	0.22%

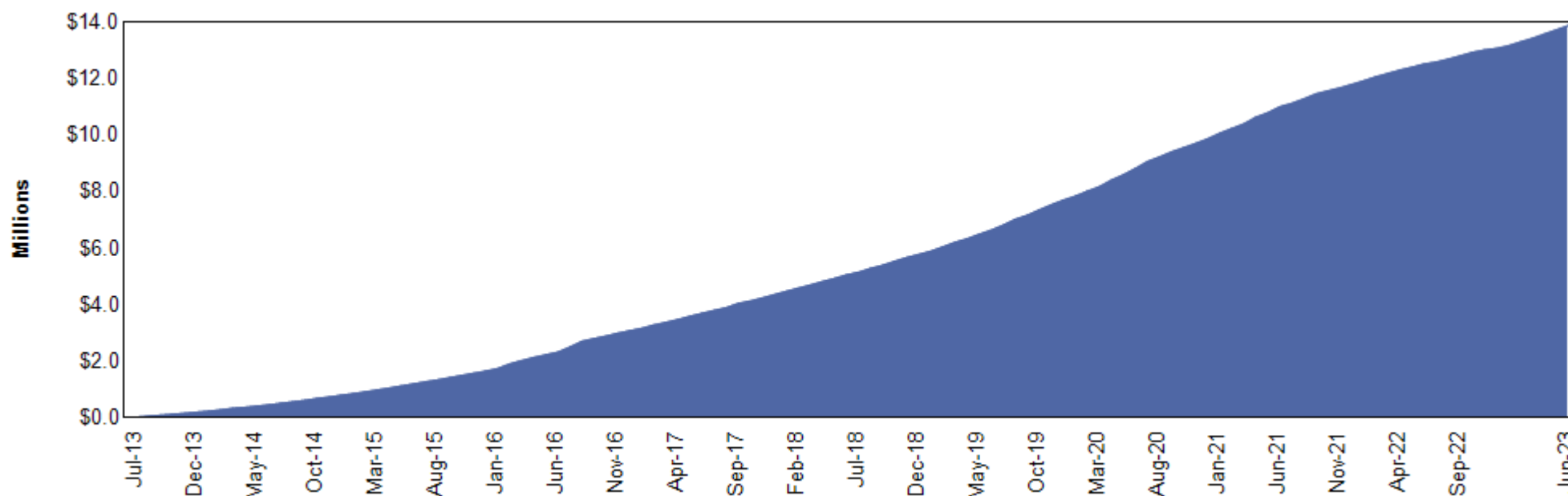
1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is September 30, 2012.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

4. The portfolio's benchmark is the ICE BofA 1-5 Year U.S. Treasury Index. Source: Bloomberg.

Accrual Basis Earnings - WGIF-CAMPBELL COUNTY CAP REPLACEMENT RSV



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	10 Year ¹
Interest Earned ²	\$439,345	\$1,505,589	\$4,201,892	\$7,839,263	\$13,199,997
Realized Gains / (Losses) ³	(\$14,302)	(\$265,899)	\$516,239	\$584,704	\$1,060,364
Change in Amortized Cost	\$29,794	\$122,131	\$339,156	\$395,226	(\$381,202)
Total Earnings	\$454,837	\$1,361,821	\$5,057,287	\$8,819,193	\$13,879,159

1. The lesser of 10 years or since inception is shown. Performance inception date is September 30, 2012.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Realized gains / (losses) are shown on an amortized cost basis.

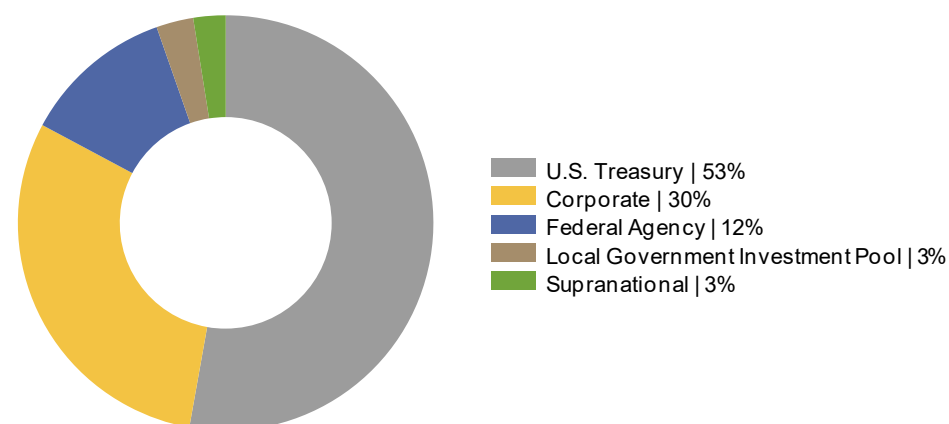
Portfolio Review:
WGIF-CAMPBELL COUNTY JT PWR REC MAINT

Portfolio Snapshot - WGIF-CAMPBELL COUNTY JT PWR REC MAINT¹

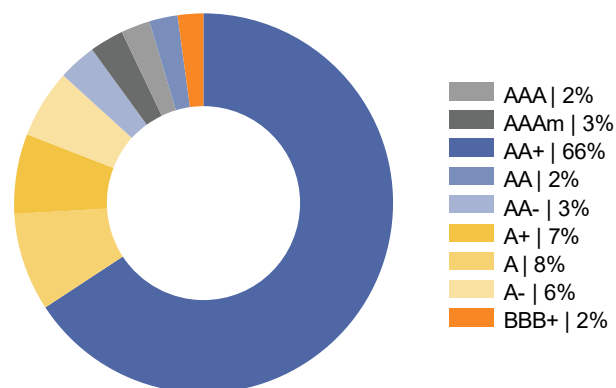
Portfolio Statistics

Total Market Value	\$8,677,995.32
Managed Account Sub-Total	\$8,382,297.71
Accrued Interest	\$44,127.33
Pool	\$251,570.28
Portfolio Effective Duration	2.34 years
Benchmark Effective Duration	2.50 years
Yield At Cost	2.09%
Yield At Market	4.83%
Portfolio Credit Quality	AA

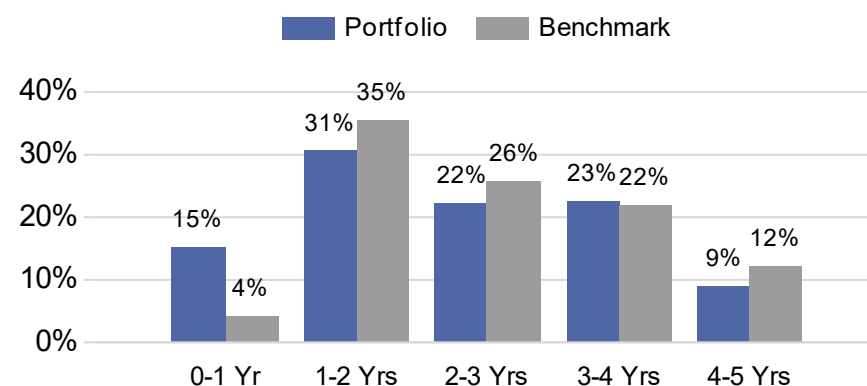
Sector Allocation



Credit Quality - S&P



Duration Distribution



1. Total market value includes accrued interest and balances invested in WGIF, as of June 30, 2023.

Yield and duration calculations exclude balances invested in WGIF.

The portfolio's benchmark is the ICE BofA 1-5 Year U.S. Treasury Index. Source: Bloomberg.

An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	54.3%	
UNITED STATES TREASURY	54.3%	AA / Aaa / AAA
Federal Agency	12.1%	
FANNIE MAE	6.7%	AA / Aaa / AAA
FEDERAL HOME LOAN BANKS	3.1%	AA / Aaa / NR
FREDDIE MAC	2.3%	AA / Aaa / AAA
Supranational	2.5%	
ASIAN DEVELOPMENT BANK	2.5%	AAA / Aaa / AAA
Corporate	31.0%	
ABBOTT LABORATORIES	0.2%	AA / Aa / NR
ADOBE INC	0.9%	A / A / NR
AMAZON.COM INC	1.5%	AA / A / AA
AMERICAN EXPRESS CO	0.8%	BBB / A / A
AMERICAN HONDA FINANCE	0.4%	A / A / A
APPLE INC	1.2%	AA / Aaa / NR
ASTRAZENECA PLC	0.5%	A / A / A
BANK OF AMERICA CO	1.6%	A / A / AA
BERKSHIRE HATHAWAY INC	0.7%	AA / Aa / A
BRISTOL-MYERS SQUIBB CO	0.8%	A / A / NR
CATERPILLAR INC	1.4%	A / A / A
CHARLES SCHWAB	0.6%	A / A / A
CITIGROUP INC	0.5%	BBB / A / A
COLGATE-PALMOLIVE COMPANY	1.1%	AA / Aa / NR
COMCAST CORP	0.2%	A / A / A
DEERE & COMPANY	0.7%	A / A / A
EMERSON ELECTRIC COMPANY	0.3%	A / A / NR
EXXON MOBIL CORP	1.2%	AA / Aa / NR

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	31.0%	
GENERAL DYNAMICS CORP	0.2%	A / A / NR
GOLDMAN SACHS GROUP INC	0.7%	BBB / A / A
HERSHEY COMPANY	0.3%	A / A / NR
HOME DEPOT INC	0.4%	A / A / A
HONEYWELL INTERNATIONAL	0.3%	A / A / A
INTEL CORPORATION	0.7%	A / A / A
JP MORGAN CHASE & CO	0.7%	A / A / AA
LOCKHEED MARTIN CORP	0.2%	A / A / A
MASTERCARD INC	0.5%	A / Aa / NR
MERCK & CO INC	0.8%	A / A / NR
MORGAN STANLEY	0.4%	A / A / A
NATIONAL RURAL UTILITIES CO FINANCE CORP	0.5%	A / A / A
NORTHERN TRUST	0.2%	A / A / A
NOVARTIS AG	0.5%	AA / A / AA
PACCAR FINANCIAL CORP	0.6%	A / A / NR
PEPSICO INC	1.0%	A / A / NR
PNC FINANCIAL SERVICES GROUP	0.8%	A / A / A
PROCTER & GAMBLE CO	0.4%	AA / Aa / NR
STATE STREET CORPORATION	1.3%	A / A / AA
TARGET CORP	0.1%	A / A / A
TEXAS INSTRUMENTS INC	0.5%	A / Aa / NR
THE BANK OF NEW YORK MELLON CORPORATION	1.2%	A / A / AA
TOYOTA MOTOR CORP	1.0%	A / A / A
TRUIST FIN CORP	0.4%	A / A / A
UNITED PARCEL SERVICE INC	0.2%	A / A / NR

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

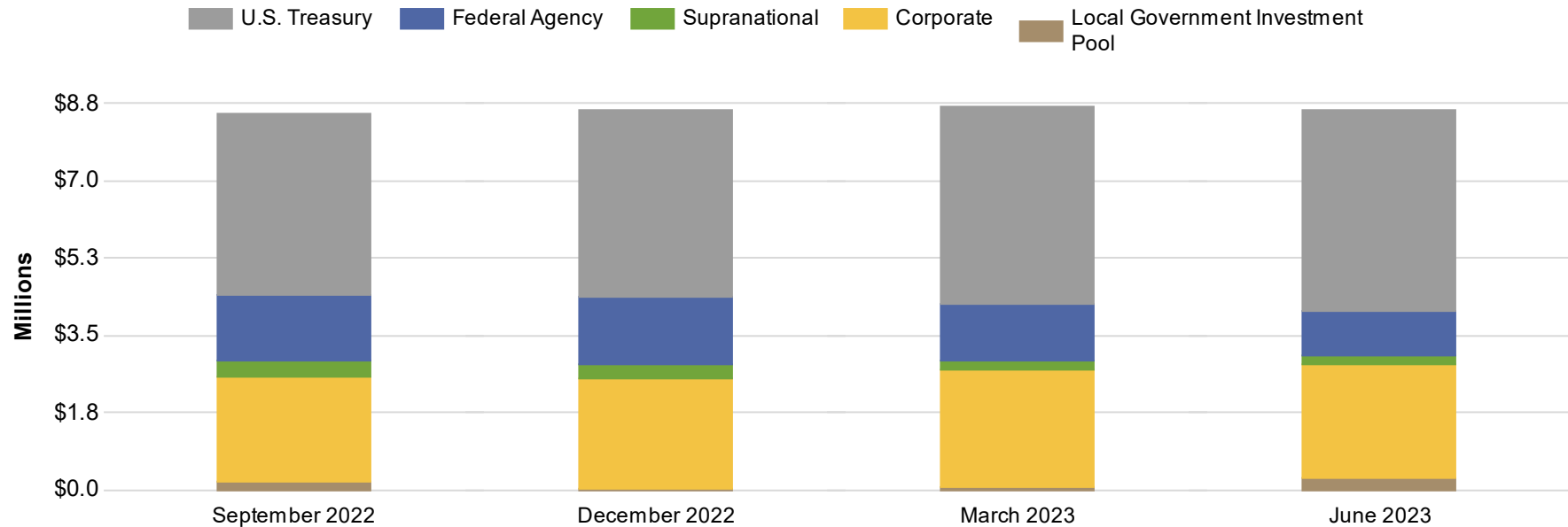
Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	31.0%	
UNITEDHEALTH GROUP INC	0.9%	A / A / A
US BANCORP	1.1%	A / A / A
WAL-MART STORES INC	0.2%	AA / Aa / AA
WELLS FARGO & COMPANY	0.3%	BBB / A / A
Total	100.0%	

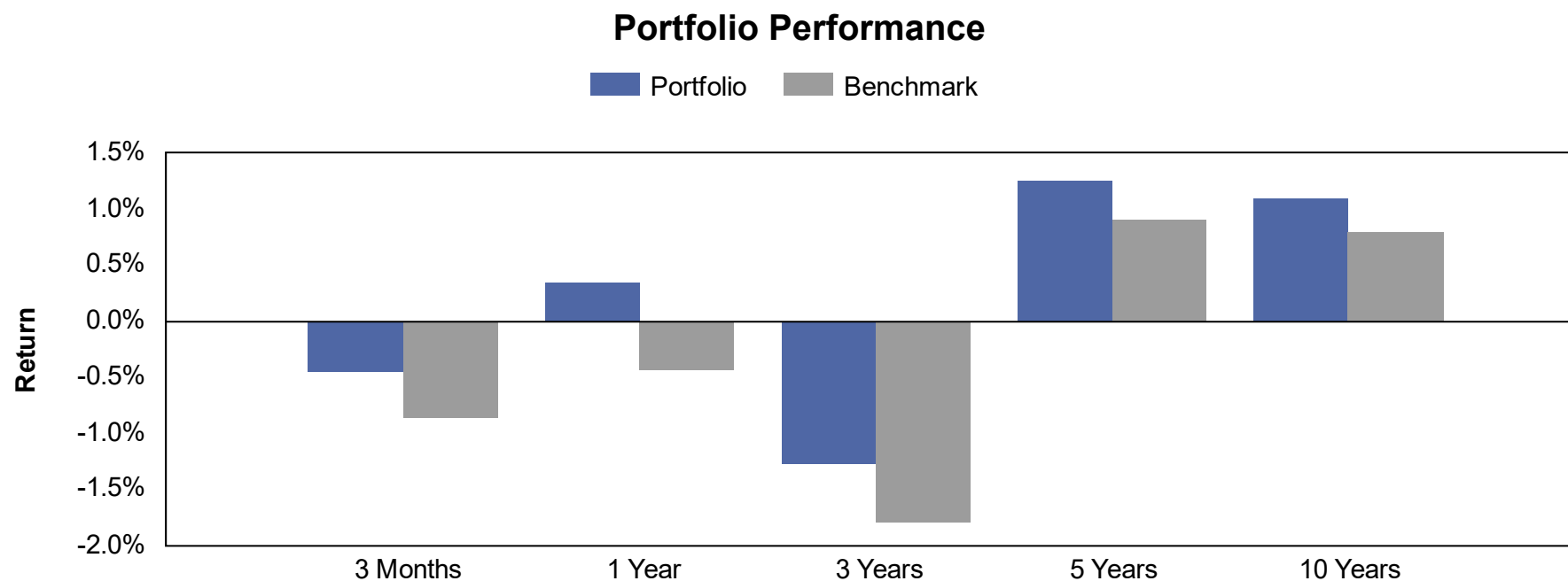
Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Sector Allocation Review - WGIF-CAMPBELL COUNTY JT PWR REC MAINT

Security Type	Sep-22	% of Total	Dec-22	% of Total	Mar-23	% of Total	Jun-23	% of Total
U.S. Treasury	\$4.1	48.0%	\$4.2	49.1%	\$4.5	51.6%	\$4.6	52.8%
Federal Agency	\$1.5	17.7%	\$1.5	17.6%	\$1.3	14.7%	\$1.0	11.8%
Supranational	\$0.4	4.2%	\$0.4	4.2%	\$0.2	2.5%	\$0.2	2.5%
Corporate	\$2.4	27.8%	\$2.5	28.8%	\$2.7	30.5%	\$2.6	30.0%
Local Government Investment Pool	\$0.2	2.3%	\$0.0	0.3%	\$0.1	0.7%	\$0.3	2.9%
Total	\$8.6	100.0%	\$8.6	100.0%	\$8.7	100.0%	\$8.6	100.0%



Market values, excluding accrued interest. Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM. Detail may not add to total due to rounding.



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	10 Years ¹
Interest Earned ²	\$43,698	\$150,889	\$410,807	\$746,762	\$1,272,634
Change in Market Value	(\$81,924)	(\$121,149)	(\$755,115)	(\$213,195)	(\$360,734)
Total Dollar Return	(\$38,226)	\$29,740	(\$344,308)	\$533,567	\$911,900
Total Return³					
Portfolio	-0.44%	0.34%	-1.27%	1.25%	1.08%
Benchmark ⁴	-0.86%	-0.43%	-1.79%	0.90%	0.79%
Difference	0.42%	0.77%	0.52%	0.35%	0.29%

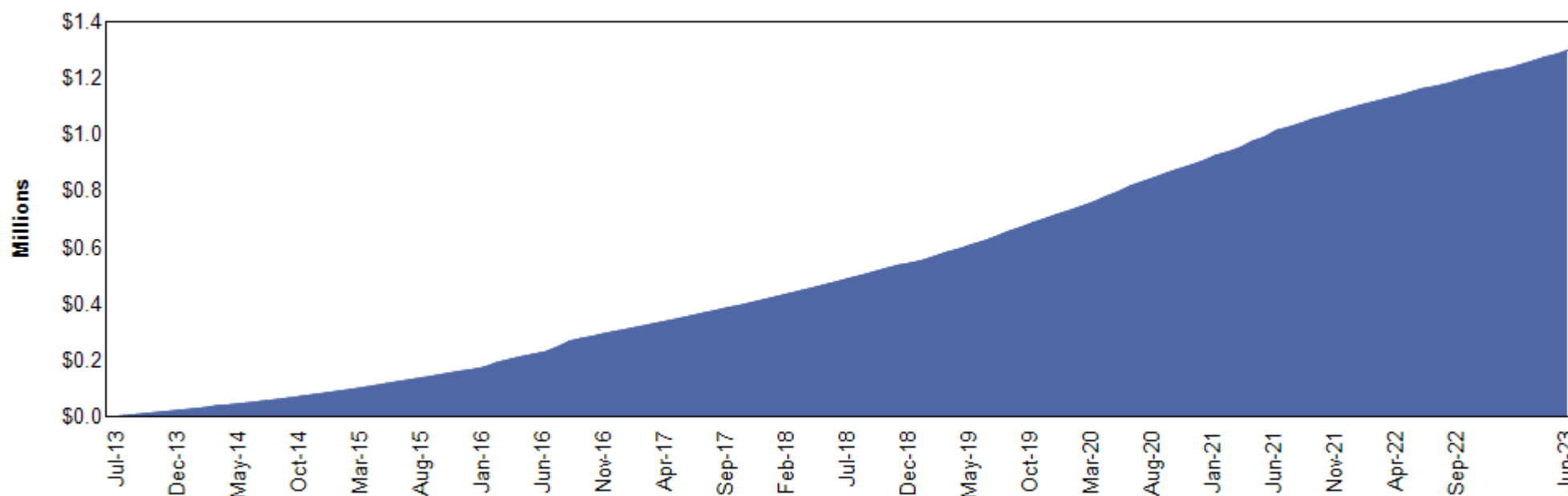
1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is September 30, 2012.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

4. The portfolio's benchmark is the ICE BofA 1-5 Year U.S. Treasury Index. Source: Bloomberg.

Accrual Basis Earnings - WGIF-CAMPBELL COUNTY JT PWR REC MAINT



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	10 Year ¹
Interest Earned ²	\$43,698	\$150,889	\$410,807	\$746,762	\$1,272,634
Realized Gains / (Losses) ³	(\$5,620)	(\$25,179)	\$29,476	\$29,740	\$69,071
Change in Amortized Cost	\$2,101	\$11,048	\$41,497	\$43,249	(\$37,142)
Total Earnings	\$40,179	\$136,758	\$481,780	\$819,751	\$1,300,270

1. The lesser of 10 years or since inception is shown. Performance inception date is September 30, 2012.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Realized gains / (losses) are shown on an amortized cost basis.

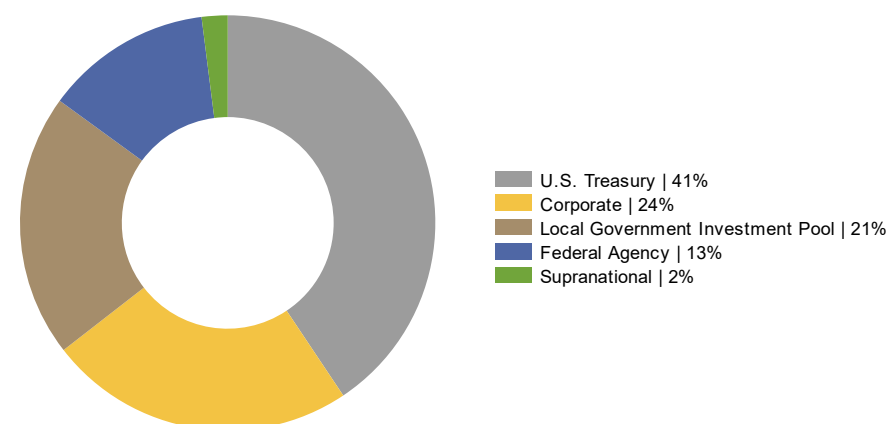
Portfolio Review:
WGIF-CAMPBELL COUNTY FLEET MANAGEMENT

Portfolio Snapshot - WGIF-CAMPBELL COUNTY FLEET MANAGEMENT¹

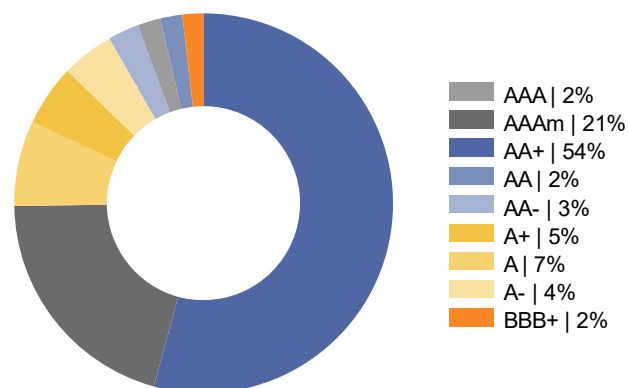
Portfolio Statistics

Total Market Value	\$8,042,537.33
Managed Account Sub-Total	\$6,363,750.13
Accrued Interest	\$35,754.46
Pool	\$1,643,032.74
Portfolio Effective Duration	2.11 years
Benchmark Effective Duration	2.50 years
Yield At Cost	1.90%
Yield At Market	4.90%
Portfolio Credit Quality	AA

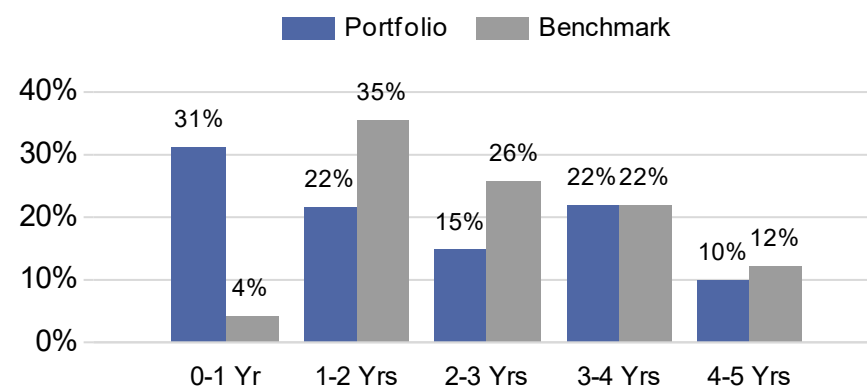
Sector Allocation



Credit Quality - S&P



Duration Distribution



1. Total market value includes accrued interest and balances invested in WGIF, as of June 30, 2023.

Yield and duration calculations exclude balances invested in WGIF.

The portfolio's benchmark is the ICE BofA 1-5 Year U.S. Treasury Index. Source: Bloomberg.

An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	51.0%	
UNITED STATES TREASURY	51.0%	AA / Aaa / AAA
Federal Agency	16.4%	
FANNIE MAE	10.0%	AA / Aaa / AAA
FEDERAL HOME LOAN BANKS	4.3%	AA / Aaa / NR
FREDDIE MAC	2.1%	AA / Aaa / AAA
Supranational	2.5%	
ASIAN DEVELOPMENT BANK	2.5%	AAA / Aaa / AAA
Corporate	30.1%	
ABBOTT LABORATORIES	0.2%	AA / Aa / NR
ADOBE INC	0.8%	A / A / NR
AMAZON.COM INC	1.6%	AA / A / AA
AMERICAN EXPRESS CO	0.8%	BBB / A / A
AMERICAN HONDA FINANCE	0.4%	A / A / A
APPLE INC	0.8%	AA / Aaa / NR
ASTRAZENECA PLC	0.5%	A / A / A
BANK OF AMERICA CO	1.5%	A / A / AA
BERKSHIRE HATHAWAY INC	0.7%	AA / Aa / A
BRISTOL-MYERS SQUIBB CO	0.7%	A / A / NR
CATERPILLAR INC	1.2%	A / A / A
CHARLES SCHWAB	0.5%	A / A / A
CITIGROUP INC	0.5%	BBB / A / A
COLGATE-PALMOLIVE COMPANY	1.2%	AA / Aa / NR
COMCAST CORP	0.2%	A / A / A
DEERE & COMPANY	0.7%	A / A / A
EMERSON ELECTRIC COMPANY	0.3%	A / A / NR
EXXON MOBIL CORP	1.1%	AA / Aa / NR

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	30.1%	
GENERAL DYNAMICS CORP	0.2%	A / A / NR
GOLDMAN SACHS GROUP INC	0.7%	BBB / A / A
HERSHEY COMPANY	0.3%	A / A / NR
HOME DEPOT INC	0.1%	A / A / A
HONEYWELL INTERNATIONAL	0.7%	A / A / A
INTEL CORPORATION	0.8%	A / A / A
JP MORGAN CHASE & CO	0.7%	A / A / AA
LOCKHEED MARTIN CORP	0.2%	A / A / A
MASTERCARD INC	0.6%	A / Aa / NR
MERCK & CO INC	0.6%	A / A / NR
MORGAN STANLEY	0.4%	A / A / A
NATIONAL RURAL UTILITIES CO FINANCE CORP	0.5%	A / A / A
NORTHERN TRUST	0.2%	A / A / A
NOVARTIS AG	0.4%	AA / A / AA
PACCAR FINANCIAL CORP	0.6%	A / A / NR
PEPSICO INC	1.0%	A / A / NR
PNC FINANCIAL SERVICES GROUP	0.7%	A / A / A
PROCTER & GAMBLE CO	0.4%	AA / Aa / NR
STATE STREET CORPORATION	1.2%	A / A / AA
TARGET CORP	0.1%	A / A / A
TEXAS INSTRUMENTS INC	0.4%	A / Aa / NR
THE BANK OF NEW YORK MELLON CORPORATION	1.2%	A / A / AA
TOYOTA MOTOR CORP	0.9%	A / A / A
TRUIST FIN CORP	0.4%	A / A / A
UNITED PARCEL SERVICE INC	0.3%	A / A / NR

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

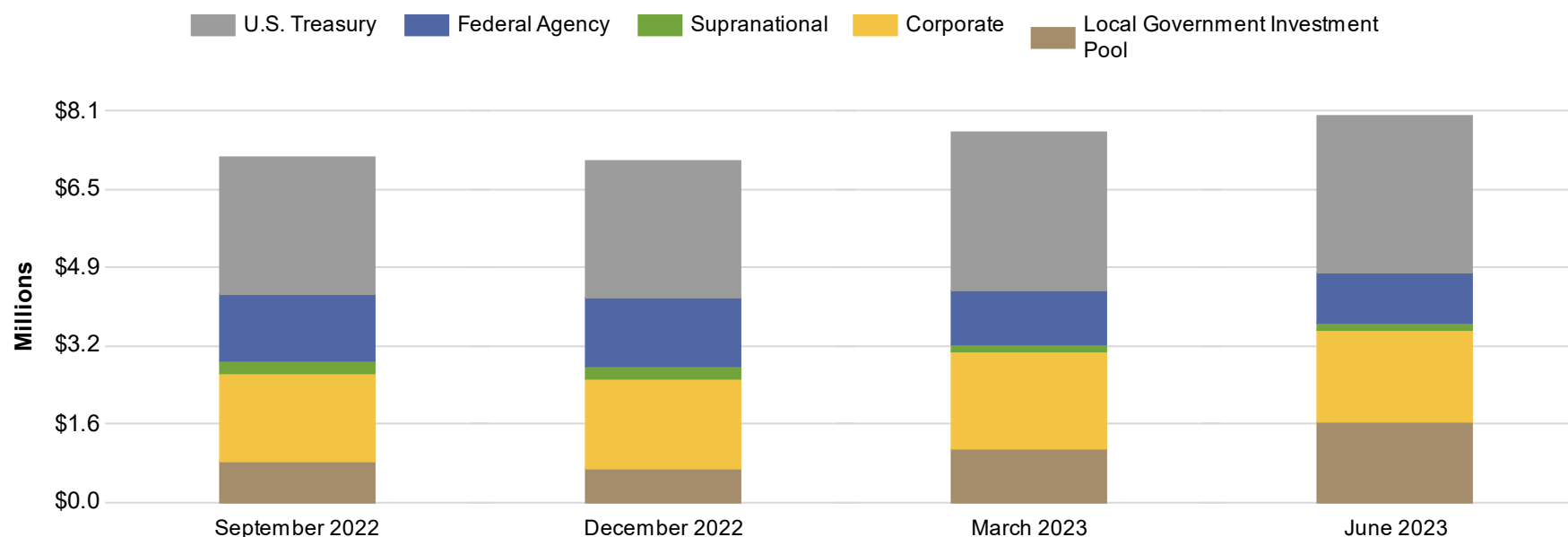
Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	30.1%	
UNITEDHEALTH GROUP INC	0.8%	A / A / A
US BANCORP	1.6%	A / A / A
WELLS FARGO & COMPANY	0.3%	BBB / A / A
Total	100.0%	

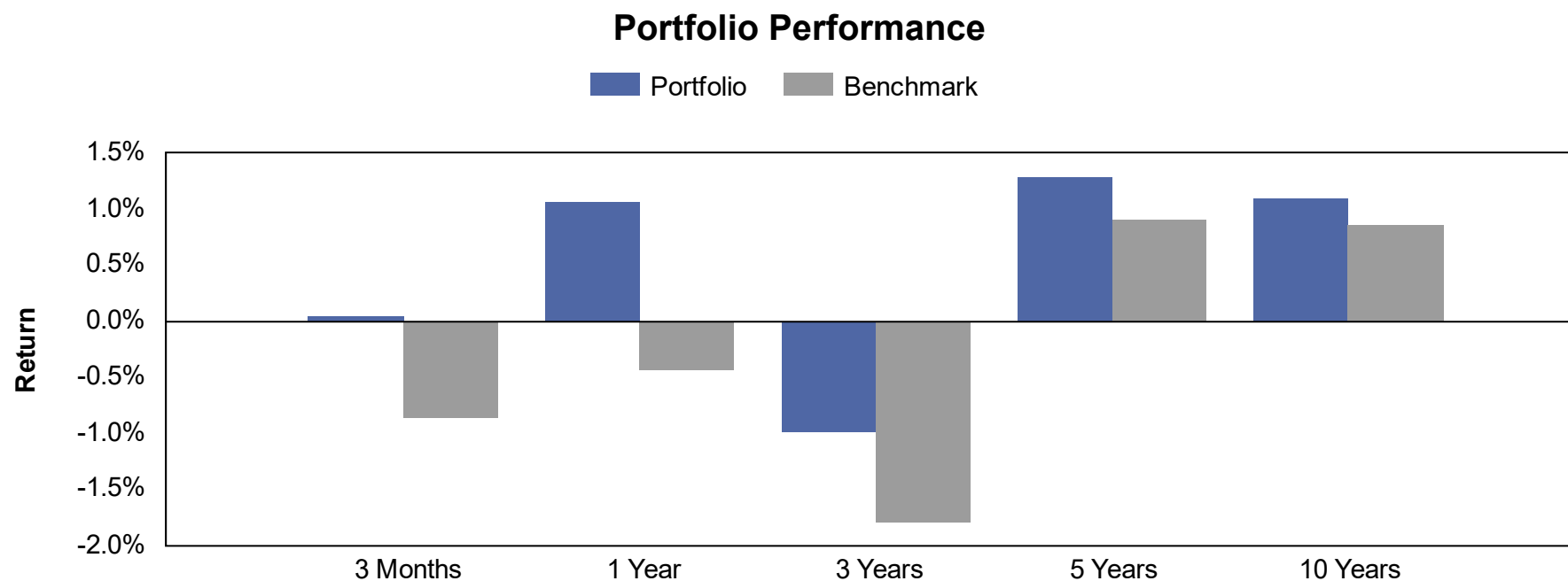
Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Sector Allocation Review - WGIF-CAMPBELL COUNTY FLEET MANAGEMENT

Security Type	Sep-22	% of Total	Dec-22	% of Total	Mar-23	% of Total	Jun-23	% of Total
U.S. Treasury	\$2.8	39.5%	\$2.8	40.1%	\$3.3	42.9%	\$3.2	40.6%
Federal Agency	\$1.4	19.6%	\$1.4	19.8%	\$1.1	14.3%	\$1.0	13.0%
Supranational	\$0.3	3.6%	\$0.3	3.7%	\$0.2	2.1%	\$0.2	2.0%
Corporate	\$1.8	25.3%	\$1.9	26.6%	\$2.0	26.4%	\$1.9	23.9%
Local Government Investment Pool	\$0.9	12.0%	\$0.7	9.8%	\$1.1	14.3%	\$1.6	20.5%
Total	\$7.1	100.0%	\$7.1	100.0%	\$7.7	100.0%	\$8.0	100.0%



Market values, excluding accrued interest. Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM. Detail may not add to total due to rounding.



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	10 Years ¹
Interest Earned ²	\$50,677	\$142,088	\$325,687	\$576,194	\$900,886
Change in Market Value	(\$47,076)	(\$60,544)	(\$532,332)	(\$164,200)	(\$248,056)
Total Dollar Return	\$3,601	\$81,544	(\$206,645)	\$411,994	\$652,830
Total Return³					
Portfolio	0.05%	1.07%	-0.99%	1.28%	1.09%
Benchmark ⁴	-0.86%	-0.43%	-1.79%	0.90%	0.85%
Difference	0.91%	1.49%	0.80%	0.38%	0.24%

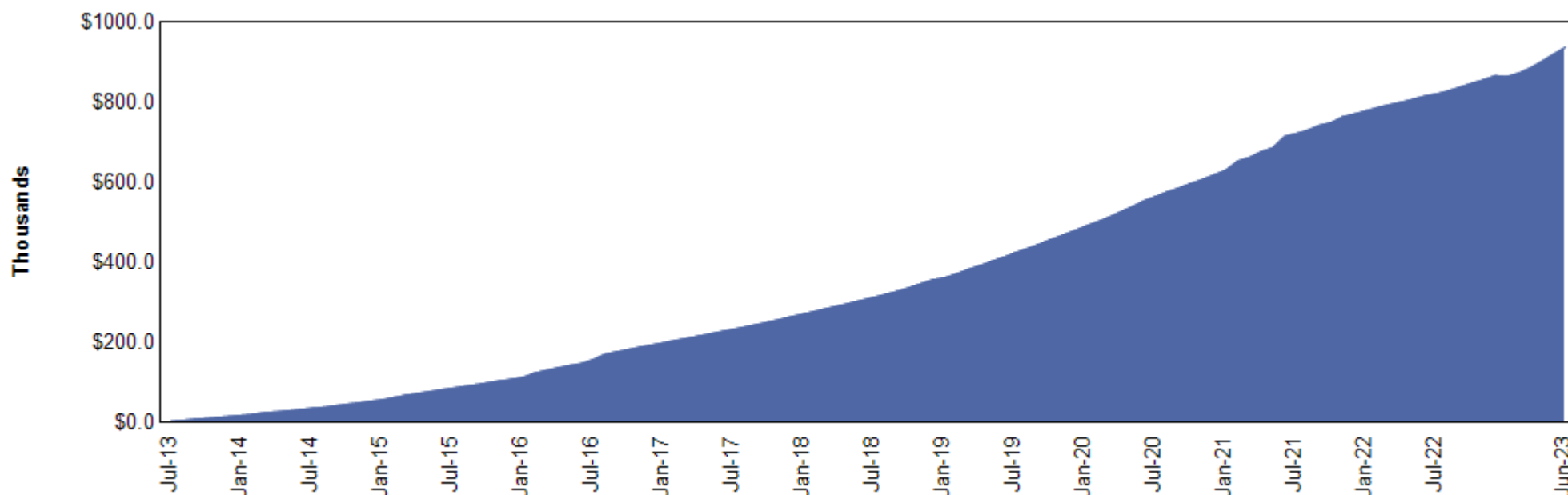
1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is September 30, 2012.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

4. The portfolio's benchmark is the ICE BofA 1-5 Year U.S. Treasury Index. Source: Bloomberg.

Accrual Basis Earnings - WGIF-CAMPBELL COUNTY FLEET MANAGEMENT



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	10 Year ¹
Interest Earned ²	\$50,677	\$142,088	\$325,687	\$576,194	\$900,886
Realized Gains / (Losses) ³	(\$327)	(\$24,642)	\$44,424	\$47,929	\$76,422
Change in Amortized Cost	\$1,099	\$4,389	\$13,601	\$7,797	(\$38,168)
Total Earnings	\$51,450	\$121,835	\$383,712	\$631,920	\$936,631

1. The lesser of 10 years or since inception is shown. Performance inception date is September 30, 2012.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Realized gains / (losses) are shown on an amortized cost basis.

Important Disclosures

This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation, as it was prepared without regard to any specific objectives or financial circumstances.

Investment advisory services are provided by PFM Asset Management LLC ("PFMAM"), an investment adviser registered with the U.S. Securities and Exchange Commission and a subsidiary of U.S. Bancorp Asset Management, Inc. ("USBAM"). USBAM is a subsidiary of U.S. Bank National Association ("U.S. Bank"). U.S. Bank is a separate entity and subsidiary of U.S. Bancorp. U.S. Bank is not responsible for and does not guarantee the products, services or performance of PFMAM. The information contained is not an offer to purchase or sell any securities. Additional applicable regulatory information is available upon request.

PFMAM professionals have exercised reasonable professional care in the preparation of this performance report. Information in this report is obtained from sources external to PFMAM and is generally believed to be reliable and available to the public; however, we cannot guarantee its accuracy, completeness or suitability. We rely on the client's custodian for security holdings and market values. Transaction dates reported by the custodian may differ from money manager statements. While efforts are made to ensure the data contained herein is accurate and complete, we disclaim all responsibility for any errors that may occur. References to particular issuers are for illustrative purposes only and are not intended to be recommendations or advice regarding such issuers. Fixed income manager and index characteristics are gathered from external sources. When average credit quality is not available, it is estimated by taking the market value weights of individual credit tiers on the portion of the strategy rated by a NRSRO.

It is not possible to invest directly in an index. The index returns shown throughout this material do not represent the results of actual trading of investor assets. Third-party providers maintain the indices shown and calculate the index levels and performance shown or discussed. Index returns do not reflect payment of any sales charges or fees an investor would pay to purchase the securities they represent. The imposition of these fees and charges would cause investment performance to be lower than the performance shown.

The views expressed within this material constitute the perspective and judgment of PFMAM at the time of distribution and are subject to change. Any forecast, projection, or prediction of the market, the economy, economic trends, and equity or fixed-income markets are based upon certain assumptions and current opinion as of the date of issue and are also subject to change. Some, but not all assumptions are noted in the report. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Opinions and data presented are not necessarily indicative of future events or expected performance.

For more information regarding PFMAM's services or entities, please visit www.pfmam.com.

© 2023 PFM Asset Management LLC. Further distribution is not permitted without prior written consent.

Important Disclosures

This information is for institutional investor use only and not for further distribution to retail investors and does not represent an offer to sell or a solicitation of an offer to buy or sell any fund or other security. Investors should consider the Wyoming Government Investment Fund's ("WGIF") investment objectives, risks, charges and expenses before investing in the WGIF. This and other information about WGIF is available in the WGIF's current Information Statement, which should be read carefully before investing. A copy of the WGIF's current Information Statement may be obtained by calling 1-866-249-9443; and is available on the WGIF website (www.wgif.org). While the WGIF Liquid Asset Series seeks to maintain a stable net asset value of \$1.00 per share and each WGIF Fixed Term Series seeks to achieve a net asset value of \$1.00 per share at its stated maturity, it is possible to lose money investing in WGIF. An investment in WGIF is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Shares of WGIF are distributed by PFM Fund Distributors, Inc., member Financial Industry Regulatory Authority (FINRA) (www.finra.org) and member Securities Investor Protection Corporation (SIPC) (www.sipc.org). PFM Fund Distributors, Inc. is an affiliate of PFM Asset Management LLC.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield-based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

- **Accrued Interest:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **Agencies:** Federal agency securities and/or Government-sponsored enterprises.
- **Amortized Cost:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **Asset-Backed Security:** A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- **Bankers' Acceptance:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **Commercial Paper:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **Contribution to Total Return:** The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- **Effective Duration:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **Effective Yield:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **Interest Rate:** Interest per year divided by principal amount and expressed as a percentage.
- **Market Value:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.
- **Negotiable Certificates of Deposit:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **Par Value:** The nominal dollar face amount of a security.
- **Pass-through Security:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

Glossary

- Repurchase Agreements: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- Settle Date: The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- Supranational: A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- Trade Date: The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- Unsettled Trade: A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- U.S. Treasury: The department of the U.S. government that issues Treasury securities.
- Yield: The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- YTM at Cost: The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- YTM at Market: The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.

The following page(s) contain the backup material for Agenda Item: [9:45 Funding Request, Chamber of Commerce](#)

*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.



307.682.3673 P 307.682.0538 F

www.gillettechamber.com

314 SOUTH GILLETTE AVE.
GILLETTE, WY 82716

July 20, 2023

Dear Commissioners:

The Chamber has the opportunity to bring national training consultant, Bill Drury, to Gillette on October 5, from 8am to noon. He will conduct a workshop on Effective Leadership for First Line Managers and Supervisors. Topics include how to build engagement, reduce conflict, and increase cooperation. Sponsorships will enable us to bring Mr. Drury to Gillette. He has delivered over 300 keynotes, workshops or presentations as a National Training Consultant for the Zig Ziglar Corporation.

As one of the largest employers in our area, this is a great opportunity to help us bring a speaker for the whole community. Your sponsorship provides tickets for the event. Additional tickets can be purchased at a reduced cost. Attendance will be open to the public, and we anticipate a great turnout.

Please let me know if we can count on your partnership to bring Effective Leadership for First Line Managers and Supervisors to Gillette. Thank you for your consideration.

Best Regards,

Gail Lofing, IOM
Executive Director

TEAM 2.0 Effective Leadership for First Line Managers and Supervisors



When: October 5, 8am to noon
Location: TBD
Cost: Early Registration \$149.00 each, \$129.00 each for 5 or more
Late Registration \$169.00 each, \$149.00 each for 5 or more
Keynote Speaker: Bill Drury, National Training Consultant
Target Audience: Individuals or Businesses that want more success
Event Contact: Lori Jones, 307-686 1259, lorij@gillettechamber.com

Event Summary: Bill Drury has been helping business build strong leaders and winning teams. He spent five years as the National Training Consultant for the Zig Ziglar Corporation. He speaks, trains, and travels extensively, and has proven to be one of the most effective and entertaining speakers in the industry.

\$2,000.00 Exclusive Signature Sponsorship

- Top billing on all event collateral including company's name and/or logo
- Opportunity to display company banner at event (company to provide banner:
- Admission for eight attendees to event
- Opportunity to distribute company information and promotional items
- Display table at event (company required to furnish materials for table)
- Company featured in promotional materials developed by the Chamber for the event including the Chamber Connection, the Chamber's website, and Facebook

\$1,000.00 Gold Sponsorship

- Company name and/or logo on event collateral
- Admission for five attendees to event
- Company featured in promotional materials developed by the Chamber for the event including the Chamber Connection, the Chamber's website, and Facebook

Silver Sponsorship \$500.00

- Company name listed on select event collateral
- Admission for two tickets to event
- Company featured in promotional materials developed by the Chamber for the event including the Chamber Connection, the Chamber's website, and Facebook

Company

Contact (please print name)

Mailing Address

City

State

Zip

Phone and/or e-mail address

Signature

Date

Additional Tickets at \$129.00 each: _____

Payment Information

_____ Invoice

_____ Check Enclosed

_____ Credit Card (please circle)

American Express

Discover

Mastercard

Visa

Card Number: _____

Expiration Date: _____

Name on Card: _____

The following page(s) contain the backup material for Agenda Item: [9:50 FAA AIP Grant Agreement, Snow Removal Equipment](#)

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

OFFICE

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

**BOARD OF COMMISSIONERS**

Colleen Faber, Chairman
Del Shelstad
Jim Ford
Butch Knutson
Kelley McCreery

Denton Knapp
Executive Director of Administration

Contract/Grant/Agreement Approval Form

Instructions: Follow routing procedure

Date of Commissioner's Meeting: August 1, 2023

Title: Federal Aviation Administration Snow Removal Equipment

Party/Recipient: Campbell County - Northeast Regional Airport

Party/Agency/Contractor/Vendor: Federal Aviation Administration

Funding Source: U.S. Department of Transportation - Federal Aviation Administration

Fill/Mark as applicable:

Account: 100751-66760

Contingency Fund Account:

FY Budgeted: FY24

Federal Grant-CFDA/ALN: 20.106

State Grant-identifying number: n/a

Other: 3-56-0012-054-2023

☐ Annual Contract Award ☒ New Contract Award ☒ Includes Capital Assets

☒ Bid/Request for Proposals Required (attach bid advertisement)

☒ Match Fund Required (attach 'Match Request' form)

☐ Sole Source Request (include justification in summary & attach all supporting documentation, including quote)

Date Range of Contract: 8/1/2023-7/21/2027

Amount: \$773,565

Summary

Renewing, multi-year contract. The FAA has approved an airport development grant project for the Northeast Wyoming Regional Airport consisting of the following: Acquire Snow Removal Equipment (chassis with broom and plow) which is more fully described in the Project Application. The FAA will pay 93.75 percent of the allowable costs incurred accomplishing the project as the United States share of the Project.

Total Project Cost: \$825,136

FAA portion 93.75%: \$773,565

County Portion 6.25%: \$51,571

Associated bid process/procurement will be conducted in alignment with federal and county policy/regulations at later time.

Legal Review: FERRIS

Risk Management Review: NICHOLS

Approval Signatures:

Colleen Faber, Chairman _____

Cindy Lovelace, County Clerk _____

KLY

**OFFICE**

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

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS

Colleen Faber, Chairman
Roy Knutson
Jim Ford
Del Shelstad
Kelley McCreery

Match Fund Approval Form

Instructions: Fill out upon review by legal and risk management. Submit to Commissioner's Office with grant contract to be approved and signed.

Date of Commissioner's Meeting 8/1/2023

Title of Grant Requiring Match: FAA Snow Removal Equipment

Department Requesting Match: Northeast Wyoming Regional Airport

Is matching fund request already budgeted? ☒

Indicate line account(s) match is budgeted: 100751-66760

If matching fund is not already budgeted, please provide details on where new matching funds are located or detail a request:

Please mark as applicable:

☐ Annual Contract Award ☒ New Contract Award ☐ Amendment to Contract Award
☒ Includes Capital Assets ☒ Bid/Request for Proposals Required ☐ In-kind/Non-Cash ☒ Cash Match

Date range of grant contract 8/1/2023-7/31/2027

Grant Amount \$773,565 **Match Request Amount** \$51,571 **Match Request % of Total Award** 6.25%

Summary

Renewing, multi-year contract for Snow Removal Equipment. The FAA will pay 93.75 percent of the allowable costs incurred accomplishing the project as the United States share of the Project.

Total Project Cost: \$825,136

Clerk's Office Approval

Approval Signature

Chairman, Colleen Faber

KY



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District Office
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

July 20, 2023

Ms. Colleen Faber, Chairperson
Campbell County Board of Commissioners
500 South Gillette Avenue, Suite 1100
Gillette, WY 82716

Mr. Owen Lindblom, President
Northeast Wyoming Regional Airport Board
2000 Airport Road
Gillette, WY 82716

Dear Commissioner Faber and Mr. Lindblom:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-56-0012-054-2023 at Northeast Wyoming Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 19, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Luis Duarte, (303) 342-1258, Luis.C.Duarte@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,


John P. Bauer (Jul 20, 2023 10:32 MDT)

John P. Bauer
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	<u>July 20, 2023</u>	
Airport/Planning Area	<u>Northeast Wyoming Regional Airport</u>	
FY2023 AIP Grant Number	<u>3-56-0012-054-2023</u>	<u>[Contract No. DOT-FA23NM-1046]</u>
Unique Entity Identifier	<u>W8QKYMHL4Z3</u>	
TO:	<u>County of Campbell, Wyoming and the Northeast Wyoming Regional Airport Board</u> (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)	

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated December 7, 2022, for a grant of Federal funds for a project at or associated with the Northeast Wyoming Regional Airport, which is included as part of this Grant Agreement; and

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

Acquire Snow Removal Equipment (chassis with broom and plow)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law

116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$773,565.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning;

\$ 773,565 airport development or noise program implementation; and,

\$ 0 for land acquisition.

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

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 19, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request,

all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated May 2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or

- v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
- 27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

29. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
- a. House and maintain the equipment in a state of operational readiness on and for the airport;
 - b. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - c. Restrict the vehicle to on-airport use only;
 - d. Restrict the vehicle to the use for which it was intended; and
 - e. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.
30. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
31. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
32. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
33. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


John P Bauer (Jul 20, 2023 10:32 MDT)

(Signature)

John P Bauer

(Typed Name)

Manager, Denver ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

County of Campbell, Wyoming

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated _____

Northeast Wyoming Regional Airport Board

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

⁴ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

⁵ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The County of Campbell, Wyoming and the Northeast Wyoming Regional Airport Board, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of December 7, 2022.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

The following page(s) contain the backup material for Agenda Item: [9:55 WIC Program Agreement](#)

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

OFFICE

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

**BOARD OF COMMISSIONERS**

Colleen Faber, Chairman
Del Shelstad
Jim Ford
Butch Knutson
Kelley McCreery

Denton Knapp

Executive Director of Administration

Contract/Grant/Agreement Approval Form

Instructions: Follow routing procedure

Date of Commissioner's Meeting: August 1, 2023

Title: Women, Infant, & Child Program (WIC)

Party/Recipient: Campbell County- Public Health & Local WIC Agency

Party/Agency/Contractor/Vendor: Wyoming Department of Health, Public Health Division

Funding Source: United States Department of Agriculture, Food & Nutrition Services - Special Supplemental Nutrition Pr

Fill/Mark as applicable:

Account: 310403

Contingency Fund Account:

FY Budgeted: FY24

Federal Grant-CFDA/ALN: 10.557

State Grant-identifying number: n/a

Other:

☒ Annual Contract Award ☐ New Contract Award ☐ Includes Capital Assets

☐ Bid/Request for Proposals Required (attach bid advertisement)

☐ Match Fund Required (attach 'Match Request' form)

☐ Sole Source Request (include justification in summary & attach all supporting documentation, including quote)

Date Range of Contract: 7/1/2023-6/30/2028

Amount: \$2,032,476

Summary

This grant is a multi-year grant award with annual performance periods. The first performance period will be July 1, 2023-June 30, 2024. The Campbell County serves as the WIC Community Sponsor and the fiscal flow through agent for the Local WIC Agency. The Local WIC Agency is responsible for the certification of WIC applicants and participants, health nutrition screening and education, breastfeeding education and support, health services referrals, and food prescription issuance as directed by the USDA/FNS and State of Wyoming.

Legal Review: FERRIS

Risk Management Review: NICHOLS

Approval Signatures:

Colleen Faber, Chairman _____

Cindy Lovelace, County Clerk _____

Contract #: 232410**Entry Date:**6/22/2023 6:07:42 PM**Department:** Wyoming Department of Health, Public Health
Division, WIC**Agency Contact:** Schlimm, Tracey**Phone:** 307-777-7494**Other Agency Contact:** Tina Fearneyhough
307-777-6009WYOMING ATTORNEY
GENERAL'S OFFICE

JUL 24 2023

Tyler M. Renner
APPROVED AS TO FORM**Client Comments:** This is the same as approved template
231214**Contractor/Vendor Name:** Campbell County**Contract Title:** 817 Agreement**Contract Type:** General Services - Federal
Funds**Contract Amount:** 2032476.0000**Contract Effective Date:****Contract Expiration Date:** 6/30/2028 12:00:00 AM**Status:** AG Approved as to Form**RETURN VIA:** Ink Signature - Pick-up**Assigned Attorney:** Tyler Renner

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

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

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

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from July 1, 2023 through June 30, 2028. All services shall be completed during this Performance Period.
4. **Payment.**

- A. The Agency agrees to pay the County for the Local WIC Agency's services described in Attachment A, Statement of Work – Local WIC Agency, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed two million, thirty-two thousand, four hundred seventy-six dollars (\$2,032,476.00). Attachment D, Annual Local WIC Agency Budget, which is attached to and incorporated into this Agreement by this reference, is the Local WIC Agency budget for July 1, 2023 through June 30, 2024. Each annual budget must be submitted to and approved by the Agency prior to July 1 of each year.

The Local WIC Agency shall submit monthly invoices no later than sixty (60) days after the end of the month for which the invoice is dated. The invoices shall provide sufficient detail, along with all required reporting documents, to ensure that payments may be made in conformance with this Agreement. Payment shall be made to the County within forty-five (45) days after submission of invoice by the Local WIC Agency pursuant to Wyo. Stat. § 16-6-602.

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

C. The source of funds for this Agreement is USDA/FNS. The maximum amount of federal funds provided under CFDA #10.557 shall not exceed two million, thirty-two thousand, four hundred seventy-six dollars (\$2,032,476.00).

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

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

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

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

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

A. Provide the services as described in Attachment A, Statement of Work – Local WIC Agency, and expend funds according to the budgeted line item amounts in Attachment D, Annual Local WIC Agency Budget; and

B. Fulfill responsibilities stated in Attachment E, Personnel and Management Responsibilities Clarification, which is attached to and incorporated into this Agreement by this reference.

6. Responsibilities of County. The County agrees to:

A. Provide the services as described in Attachment B, Statement of Work- County, which is attached to and incorporated into this Agreement by this reference, and

make payment according to the budgeted line item amounts in Attachment D, Annual Local WIC Agency Budget.

- B. Follow the Wyoming WIC Telework Policy, Appendix A, which is attached to and incorporated into this Agreement by this reference.

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

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

8. **Special Provisions.**

- A. **Assumption of Risk.** The Local WIC Agency and the County shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Local WIC Agency or County's failure to comply with state or federal requirements. The Agency shall notify the Local WIC Agency and the County of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** The Local WIC Agency and the County agree all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules, or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the 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 sub awards under the award.
- D. **Kickbacks.** The Local WIC Agency and the County certify and warrant that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Local WIC Agency or the County breaches or

violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- E. Limitations on Lobbying Activities.** By signing this Agreement, the Local WIC Agency and the County certify and agree that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Local WIC Agency or the County or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** The Agency shall have the right to monitor all activities related to this Agreement that are performed by the Local WIC Agency and the County or their subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of work related to this Agreement.
- G. Nondiscrimination.** The Local WIC Agency and the County shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto, and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- H. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by 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 Local WIC Agency or the County and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of the Agency.
- J. Suspension and Debarment.** By signing this Agreement, the Local WIC Agency and the County certify that neither they nor their principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal

department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the County and the Local WIC Agency agrees to notify the Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- K. Administration of Federal Funds.** The Local WIC Agency and the County agree the use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Federal Audit Requirements.** The Local WIC Agency and the County agree that if they expend an aggregate amount of seven hundred" fifty thousand dollars (\$750,000.00) or more in federal funds during their fiscal year, they must undergo an organization-wide financial and compliance single audit. The Local WIC Agency and the County agree to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Local WIC Agency and County shall provide one (1) copy of the audit report to the Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Agency's records.
- M. Penalties.** As found in Section 7 CFR 246.23(d) of the WIC Program Regulations, in accordance with Section 12(g) of the National School Lunch Act, whoever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets, or property provided under Section 17 of the Child Nutrition Act of 1966, as amended, whether received directly or indirectly from USDA, or whoever receives, conceals, or retains such funds, assets, or property for his or her own interest, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud shall, if such funds, assets, or property are of the value of one- hundred dollars (\$100.00) or more, be fined not more than twenty-five thousand dollars (\$25,000.00) or imprisoned not more than five (5) years, or both, or if such funds, assets, or property are of a value of less than one-hundred dollars (\$100.00), shall be fined not more than one-thousand dollars (\$1,000.00) or imprisoned for not more than one (I) year, or both.
- N. Training.** The Local WIC Agency and the County agree that County employees providing WIC services must complete privacy and security training. The Agency shall make privacy and security training available on WYTRAIN, and shall provide an Acknowledgement of Training form, which County employees providing WIC services must sign and return to the Agency.

- O. Health Equity.** The Local WIC Agency and the County shall ensure that services are equitable to under-resourced, socially disadvantaged, and ethnically diverse groups; provide services that are culturally and linguistically appropriate; collect demographic information, to the extent practicable; and engage in partnerships with other public or private providers to eliminate health disparities and improve the health of all people.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** No party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other parties. The Local WIC Agency and the County shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Local WIC Agency and the County which are pertinent to this Agreement.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be suspended via a stop work order, during which time the Local WIC Agency and the County will immediately cease work and no payments will be made by the Agency for the period of time covered by the stop work order. During any period the Local WIC Agency and the County are ordered to stop work, the Local WIC Agency and the County are not obligated to perform services under this Agreement. At such time federal funds again become available for payment under this Agreement, the Agency will notify the Local WIC Agency and the County to resume work.

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

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

- F. Award of Related Agreements.** The Agency may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The County and Local WIC Agency shall cooperate fully with other contractors and the Agency in all such cases.
- G. Compliance with Laws.** The Local WIC Agency and the County shall keep informed of and comply with all applicable federal, state, and local laws and regulations and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Local WIC Agency and the County in the performance of this Agreement shall be kept confidential by the Local WIC Agency and the County unless written permission is granted by the Agency for its release. If and when the Local WIC Agency or the County receive a request for information subject to this Agreement, the Local WIC Agency and the County shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of eleven (11) pages; Attachment A, Statement of Work - Local WIC Agency, consisting of five (5) pages; Attachment B, Statement of Work - County, consisting of one (1) page; Attachment C, Statement of Work - Agency, consisting of two (2) pages; Attachment D, Annual Local WIC Agency Budget, consisting of two (2) pages; Attachment E, Personnel and Management Responsibilities Clarification, consisting of two (2) pages; and Appendix A, Wyoming WIC Telework Policy, consisting of five (5) pages, represent the entire and integrated Agreement among the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

- J. Ethics.** The Local WIC Agency and the County shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing the Local WIC Agency and the County's professions.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.
- L. Force Majeure.** No party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the 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 parties of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. No party agrees to insure, defend, or indemnify the others.
- N. Independent Contractor.** The County and Local WIC Agency shall function as independent contractors for the purposes of this Agreement and shall not be considered employees of the State of Wyoming for any purpose. Consistent with the express terms of the Agreement, the County and Local WIC Agency shall be free from control or direction over the details of the performance of services under this Agreement. The County and Local WIC Agency shall assume sole responsibility for any debts or liabilities that may be incurred by the County or the Local WIC Agency in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of the Agreement. Nothing in this Agreement shall be interpreted as authorizing the County, the Local WIC Agency, or their agents or employees to act as agents or representatives for, or on behalf of, the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The County and Local WIC Agency agree that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the County, the Local WIC Agency, or their agents or employees as a result of this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

- P. Ownership and Return of Documents and Information.** The Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Local WIC Agency and the County in the performance of this Agreement. Upon termination of services, for any reason, the Local WIC Agency and the County agree to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Prior Approval.** This Agreement shall not be binding upon any party, and the Wyoming State Auditor shall not draw warrants for payment until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- R. Insurance Requirements.** The Local WIC Agency and the County are protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certify that they are members of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying their participation in the WARM or LGLP to the Agency.
- S. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the County and Local WIC Agency expressly reserve governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the County and/or Local WIC Agency, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by

reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:

Wyoming Department of Health, Public Health Division

Stefan Johansson, Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

LOCAL WIC AGENCY:

Campbell County WIC Program

Connie Hansen, Local Agency Supervisor

Date

COUNTY:

Campbell County

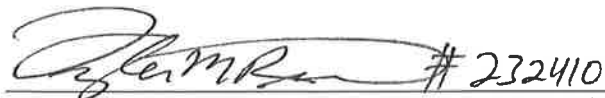
Chairman, Campbell County Board of Commissioners

Date

ATTEST: Campbell County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Tyler M. Renner, Supervising Attorney General

07-24-2023
Date

STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A

General Description

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

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

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

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

B) Submits to the Agency:

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

(ii) The County expenditure report; and

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

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

STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A

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

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

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

G) Provides quarterly time studies for all Local WIC Agency personnel when requested.

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

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

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

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

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

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

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

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

**STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A**

P) Conducts outreach and marketing activities to build and maintain active participant caseload levels for the Local WIC Agency based upon Agency guidelines and expectations.

Q) Conducts vendor management activities following FNS guidelines and instruction and in compliance with 7 CFR Part 246.12. One local agency staff member must serve as the Local Vendor Monitor with approval from the State Vendor Coordinator and State Supervisor. The Agency shall provide all necessary training for the Local WIC Agency's Local Vendor Monitor to fulfill vendor management responsibilities.

R) Provides supervision of the Local WIC Agency WIC Nutritionists, WIC Nurses, and WIC Technicians, who are all employed by the County, and who shall follow the County's personnel rules, policies, procedures, and wage/benefit adjustment schedules, in addition to applicable state and federal WIC policies, rules, and regulations.

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

A) At least one (1) CPA must also serve as the Local WIC Agency Supervisor and at least one (1) CPA must be designated as the Local WIC Agency Breastfeeding Coordinator. The same CPA may fulfill both roles.

3) Makes available appropriate health services to participants and informs applicants of the health services which are available.

A) Provides WIC participant and applicant referrals to health-related and public assistance programs available in the community in compliance with 7 CFR Part 246.7(b)(1)-(3).

B) Collaborates with the programs to favorably influence maternal child health and nutrition outcomes.

C) Provides customer service and outreach in accordance with the Agency policies and procedures.

D) Provides Local WIC Agency outreach and marketing.

4) Prohibits smoking and weapons in the space used to carry out the WIC Program during the time any aspect of WIC services are performed.

A) Provides a clinic environment in accordance with the Agency policies and procedures, including provision for the safety and security of WIC participants and staff while maintaining a clean physical environment.

5) Has a plan for continued efforts to make health services available to participants at the clinic or through healthcare providers when health services are provided through referral.

6) Provides nutrition education services to participants in compliance with 7 CFR Part 246.11 and FNS guidelines and instructions.

STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A

A) Maintains, provides, and promotes WIC nutrition, health, breastfeeding, and breastfeeding peer counseling services to WIC participants in communities served by the Local WIC Agency through meeting the USDA Nutrition Services Guidance and Standards, provided by the Agency, with respect to: nutrition services and staffing; nutrition services plan, evaluation, and quality improvement; nutrition assessment, including the principles of Value Enhanced Nutrition Assessment (VENA); nutrition education counseling, materials, evaluation, and WIC nutrition education program guidance; breastfeeding promotion and support, including the Loving Support Breastfeeding Peer Counselor Model and the breastfeeding promotion and support requirements of the WIC food package final rule.

B) Creates a WIC clinic environment and issues educational materials that support breastfeeding as the preferred method of infant feeding; provide participants with a private place to breastfeed.

7) Implements a food delivery system prescribed by the Agency pursuant to 7 CFR Part 246.12 and approved by FNS.

A) Provides WIC supplemental foods and food packages, including issuance of WIC-eligible formulas, exempt infant formulas, and medical foods with appropriate documentation and in accordance with the Agency policies and procedures.

8) Maintains complete, accurate, documented, and current accounting of all Program funds received and expended.

A) WIC expenditures in the Local WIC Agency shall be spent based on the annual Local WIC Agency budget approved by the Agency and in accordance with the Code of Federal Regulations, Title 7 CFR Part 246; WIC Regulations as filed February 13, 1985; and any subsequent revisions thereto, specifically provisions in 7 CFR Part 246.6(b).

9) Maintains on file and has available for review, audit, and evaluation all criteria used for certification, including information on the area served, income standards used, and specific criteria used to determine nutritional risk. Makes financial records available for the Agency and USDA/FNS review and audit upon request by either entity (7 CFR Part 246.6 (b)(8)).

A) Reports any suspected participant or staff fraud or abuse of WIC Program assets to the Agency, including the nature of the fraud or abuse of the Agency assets and the dollar amount to monitor if the fraud requires financial penalty or imprisonment.

B) Within the bounds of applicable law, the Local WIC Agency will immediately inform the Agency of any clinical or medical errors/accidents that occur in its WIC clinics that have harmed or could potentially harm, a WIC participant.

C) Monitors WIC participants for dual participation in another WIC Program.

10) Does not discriminate against persons on the grounds of race, color, national origin, age, sex, or handicap; and compiles data, maintains records, and submits reports as required to permit effective enforcement of the nondiscrimination laws.

STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A

- A)** Participates in annual civil rights training.
- B)** Follows the Agency's policy and procedures for notifying the public of the nondiscrimination policy and complaint rights of participants and applicants.
- C)** Collects and reports racial ethnic data as requested by USDA.
- D)** Have procedures to advise persons seeking to file a discrimination complaint to submit a completed complaint form or letter to USDA, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410; or fax to (202)690-7442; or email to program.intake@usda.gov.
- E)** Complies with all federal and Agency policies and procedures regarding the handling of civil rights or other participant complaints and notifies participants of the right to appeal an adverse action.
- F)** To the extent feasible, provides a WIC opportunity for individuals who may be eligible for participation in the WIC Program.
- G)** Provides access to participant translation services and educational materials at a literacy level appropriate for the participant population (7 CFR Part 246.11 (c)(3)).
- H)** Responds to surveys and conducts data collection activities related to the WIC Program administered by the Agency, to the extent permitted by applicable law.
- I)** Provides public notice prior to changing the location of the clinic, if necessary, based on USDA/FNS requirements.

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

STATEMENT OF WORK - COUNTY
ATTACHMENT B

General Description

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

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

- A)** Pay all approved WIC expenditures on behalf of the Local WIC Agency, receiving full reimbursement for the Agency approved WIC expenses from the Agency;
- B)** Submit to the Local WIC Agency on a monthly basis, no later than forty-five (45) days past the end of the month in which the invoice was dated, an accurate invoice of all expenditures paid on behalf of the Local WIC Agency for WIC services;
- C)** Maintain complete, accurate, documented, and current accounting of all WIC Program funds received and expended; and

Services Payment Schedule

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

STATEMENT OF WORK - AGENCY
ATTACHMENT C

General Description

This document is a Statement of Work (SOW) to identify the responsibilities of the Wyoming Department of Health, Public Health Division (Agency).

Responsibilities of the Agency:

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

STATEMENT OF WORK - AGENCY
ATTACHMENT C

- L)** Review, revise, and approve the annual Local WIC Agency budget based on annual WIC Program funding levels from state and federal resources.
- M)** Implement a food delivery system prescribed by the Agency in compliance with 7 CFR. Part 246.12 and approved by USDA/FNS, and monitor for dual participation.
- N)** Develop and coordinate the WIC nutrition services component of program operations with consideration for Local WIC Agency plans, needs, and available resources.
- O)** Provide in-service training, technical assistance, and identify or develop educational materials for health professional and other personnel involved in providing WIC nutrition, health, breastfeeding, and peer counseling services to participants at local WIC agencies. This includes low literacy, culturally sensitive, and Spanish materials, or where a significant number or proportion of the population needs the information, in a language other than English, considering the size of such population and reading level of the participants.
- P)** Not discriminate against persons on the grounds of race, religion, national origin, age, sex, color, or disability; and compile data, maintain records, and submit reports as required to permit effective enforcement of the non-discrimination laws (7 CFR. 246.6 (b)(10)). Ensure translation services and low literacy materials are provided to WIC participants, when appropriate, at local agencies. Monitor local agencies for civil rights and participant complaints or violations.
- Q)** Direct work of the Local WIC Agency Clinic Supervisor, a county employee, who shall follow county personnel rules, policies, and procedures, except as noted in the Agreement, in addition to applicable state and federal WIC policies, rules, and regulations.
- R)** Approve all proposed salary adjustments for the Local WIC Agency staff in county, state, or state At-Will Employment Contract (AWEC) positions funded by the WIC Program. There shall be no expectation of Local WIC Agency salary adjustments without the prior written approval of the Agency.

Services Payment Schedule

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

BUDGET
ATTACHMENT D

ANNUAL LOCAL WIC AGENCY BUDGET				
CAMPBELL COUNTY		BUDGET TERM		
		July 1, 2023-June 30, 2024		
WIC Program Operation Support: Funds to be reimbursed to the County upon submission of monthly expenditure report.				
Totals and Subtotals are rounded up to the nearest dollar.				
SALARIES		ANNUAL	SUB TOTAL	TOTAL
CLINIC SUPV		83,846.35		
NUTR/NURSE		65,606.44		
WIC TECH		46,720.78		
		0.00		
		0.00		
		0.00		
		0.00		
		0.00		
		0.00		
		0.00		
		Salaries	\$196,174.00	
		Benefits	\$138,599.00	
TOTAL SALARIES AND BENEFITS				\$334,773.00

EXPENSES	ANNUAL	SUB TOTAL	TOTAL
COMMUNICATIONS			
Shipping & Postage	\$300.00		
Telecommunications	\$2,537.00		
TOTAL COMMUNICATIONS EXPENSES		\$2,837.00	
EQUIPMENT			
Copy Machine	\$250.00		
Office	\$250.00		
Medical	\$3,150.00		
TOTAL EQUIPMENT EXPENSES		\$3,650.00	
OTHER			
TOTAL OTHER EXPENSES		\$0.00	
RENT / UTILITIES / JANITORIAL SERVICES			
Rent			
Utilities			
Janitorial Services			
TOTAL RENT/UTILITIES/JANITORIAL EXPENSES		\$0.00	
NUTRITION EDUCATION			
Breastfeeding	\$145.00		
Participant Education	\$85.40		
Professional	\$200.00		
TOTAL NUTRITION EDUCATION EXPENSES		\$431.00	
SUPPLIES			
Office	\$500.00		
Medical	\$800.00		
TOTAL SUPPLIES EXPENSES		\$1,300.00	
TRAVEL			
Mileage	\$0.00		
Meals & Lodging	\$824.00		
TOTAL TRAVEL EXPENSES		\$824.00	
TOTAL EXPENSES			\$9,042.00
		Admin Fee (if applicable)	\$16,739.00
		Alarm Fee (if applicable)	
		Interpreter Fee (if applicable)	
TOTAL BUDGET			\$360,554.00

BUDGET
ATTACHMENT D

Period	Amount not to exceed(written)	Amount
July 1, 2024 to June 30, 2025	TBD	TBD
July 1, 2025 to June 30, 2026	TBD	TBD
July 1, 2026 to June 30, 2027	TBD	TBD
July 1, 2027 to June 30, 2028	TBD	TBD
Contract Total	Two million thirty-two thousand four hundred seventy-six dollars	\$2,032,476.00

PERSONNEL AND MANAGEMENT RESPONSIBILITIES CLARIFICATION
ATTACHMENT E

General Description

The purpose of this document is to clarify personnel and program management responsibilities between Campbell County and the Wyoming Department of Health, Public Health Division (Agency). This document will serve as Attachment E to the Agreement between the Agency, Campbell County WIC Program, and Campbell County. The Attachment will be reviewed annually and modified as needed by the County Commissioners, Human Resources Director, and the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) Regional Nutritionist Supervisor or WIC State Supervisor.

1. Campbell County will provide services by County employees under the supervision of the County Commissioners and the Human Resources Director, for personnel issues, according to County personnel rules, and under supervision of the Agency for compliance with WIC Program regulations. Campbell County will provide a copy of the County personnel rules to the Agency, upon request.
2. WIC services will be provided by the following County positions: WIC Clinic Supervisor (Nutritionist Supervisor), WIC Nurse/Nutritionist (Nutritionist), and WIC Technician (Office Manager) as determined by WIC Program policy.
3. The WIC Regional Nutritionist Supervisor, the WIC State Supervisor, and Campbell County WIC staff (as directed) will assist the County Commissioners and Human Resources Director in recruiting, interviewing, and selecting WIC positions in Campbell County.
4. The WIC Clinic Supervisor (Nutritionist Supervisor) will manage Campbell County WIC clinic operations, including scheduling the WIC Nurse/Nutritionist(s) (Nutritionist), and the WIC Technician (Office Manager) to deliver client services. These services will be provided according to this Agreement, the WIC Policy and Procedure Manual, the Wyoming WIC Food Delivery System, and County policy.
5. Employee evaluations will be completed according to County policy. The WIC Clinic Supervisor (Nutritionist Supervisor) will be evaluated on work performance in relation to compliance with WIC Policy and Procedure with input from the WIC Regional Nutritionist Supervisor and WIC State Supervisor. The WIC Clinic Supervisor (Nutritionist Supervisor) will jointly evaluate the WIC Nurse/Nutritionist (Nutritionist) and WIC Technician (Office Manager) positions, with input from the WIC Regional Nutritionist Supervisor and the WIC State Supervisor. The Human Resources Director will file all papers in accordance with County personnel rules and will forward copies to the Agency.
6. When warranted, the County Commissioners and Human Resources Director will conduct disciplinary action, up to and including termination, of a County WIC employee following County policies and in consultation with the WIC State Supervisor and the WIC Regional Nutritionist Supervisor.

PERSONNEL AND MANAGEMENT RESPONSIBILITIES CLARIFICATION
ATTACHMENT E

7. The WIC Regional Nutritionist Supervisor will, in coordination with the WIC State Supervisor, provide program consultation and technical assistance according to WIC policy through the WIC Clinic Supervisor (Nutritionist Supervisor). The WIC Regional Nutritionist Supervisor will also keep the Human Resources Director informed of any changes in WIC policy or substantive changes in WIC Program operations. The Agency will also provide training for all WIC positions, including continuing education at State WIC Conferences and other specialized training, as needed per position and responsibilities, according to the job descriptions. At least every two years, the Agency will conduct a Management Evaluation of the Local WIC Agency. At the completion of each evaluation, the WIC Regional Nutritionist Supervisor and the WIC State Supervisor will meet with the Campbell County Human Resources Director and the WIC staff to review the findings.
8. The Local WIC Agency budget will be drafted each February by the Campbell County WIC Clinic Supervisor (Nutritionist Supervisor), the Campbell County Clerk's Office - Accounting, the WIC Regional Nutritionist Supervisor, and reviewed by the WIC State Supervisor. After approval by the WIC Program, the draft budget will then be submitted to the County in a timely manner and incorporated into the annual Local WIC Agency/County Agreement.
9. The Human Resources Director will inform the WIC State Supervisor of any substantive changes in County policy.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

APPENDIX A

TELEWORK POLICY

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

Policy: Teleworking

WY #: I.A.2

Authority: Executive Branch Telework Policy - Final - Feb 2021

Issued: 02/2022

Revised:

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

Definitions

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

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

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

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

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

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

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

Applicable Laws and Rules

None

Responsibilities

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

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

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

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

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

Policy

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

Teleworking is permitted based on overall benefits to the:

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

When teleworking staff shall:

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

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

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

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

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

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

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

Supervisors of employees working remotely are responsible for ensuring that the work quality and quantity performed remains at or above work performed in office. Supervisors are also responsible for monitoring employee's performance and compliance with WIC policies and procedures. A supervisor may determine that the work-at-home arrangement will hinder performance or is not in the best interests of the WIC Program and recommend termination of telework.

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

Procedure

When submitting Telework applications:

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

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

References

[CPA Request for Telework Template](#)

[WIC Tech Request for Telework Template](#)

[PHO Telework Request Routing Slip](#)

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

[A&I Telework Toolkit](#)

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

Telework Wyoming FAQ

WDH Shared Resources on Telework:

WDH Telework Process

WDH Telework Request Form

Online Telework Request Form

Telework State-Owned Equipment and Supplies List

Telework Safety Checklist

AWEC/Temporary Employee Telework Agreement

HR-3008: Department Telework Policy

OPSC Working Remotely Guidance Document

Sample Telework Agreement

A&I Teleworking Approval Process

The following page(s) contain the backup material for Agenda Item: [10:00 District Support Grant, Oriva Hills ISD](#)

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

**Department of Public Works - Engineering Division**

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

DISTRICT SUPPORT GRANT MEMORANDUM**SECTION 1 - General**

FROM: Clark Melinkovich, P.E., Public Works Senior Engineer *CM*
TO: Board of County Commissioners
SUBJECT: District Support Grant Application From: **Oriva Hills I&S**
DATE: 8/1/2023

Oriva Hills I&S has submitted a District Support Grant application in the amount of **\$14,779.75**
drainage improvements and road surfacing

SECTION 2 - Grant Type and Priority **Priority 6, Gravel Road****SECTION 3 - Costs and Eligibility** **Enlargement Eligible? Yes**

Total Number of District Lots:	204				
Total allowable grant over a 5-yr period:	204	lots	@	\$1,500	\$ 250,000
Total amount of Grants approved over current 5-yr period:					\$ 51,128
Total amount not subject to \$1500/lot limitation					\$ -
Remaining Grant eligibility this current 5-yr period:					\$ 198,872
Current Fiscal Year Awards	\$ -				O.K.
Remaining Eligibility this Fiscal Year	\$ 50,000	O.K.			

SECTION 4 - Compliance

Oriva Hills I&S District is compliant with the elections office per a 7/19/2023 memo

SECTION 5 - Analysis

Total Estimated Project Cost: \$51,599.00

Priority 6, Gravel Road 0

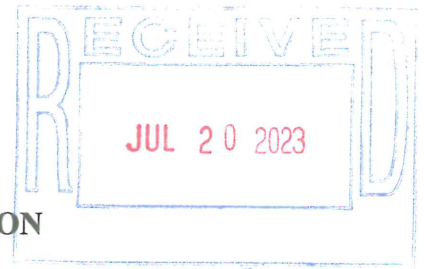
%	Total	Grant	Item
100		0.00	
50	7,520.00	3,760.00	culvert install and drainage improvements
33			
25	44,079.00	11,019.75	road maintenance and surfacing
Totals	51,599.00	14,779.75	

SECTION 7 - Recommendation

I recommend the Board approve the District Support Grant request from Improvement and Service District in an amount not to exceed drainage improvements and road surfacing	Oriva Hills I&S \$14,779.75	Funding History	
		5 year	\$51,128
		10 year	\$101,585
		Since Incept	\$159,085
Approved? Y or N	\$	Date Approved	



DISTRICT SUPPORT GRANT APPLICATION



District Name: Oriva Hills ISD Requested Amount: ~~\$15,319.75~~ 14,779.75

Mailing Address: PO Box 5035, Gillette, WY 82717

Contact Person: Mark Smith

Day Time Phone: 307-660-4132

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.)
Bomber Mountain Road – from the intersection of Penrose and Bomber Mountain to 63 Bomber Mountain Road. 2,800 feet of road

- 1 culvert repaired: Intersection culvert at the bottom of Bomber Mountain and Penrose – clean and repair culvert
- 2 new culverts:
 - 1) 1,280 feet from the intersection of Penrose and Bomber Mountain – add culvert for drainage (30' X 18")
 - 2) 2,260 feet from the intersection of Penrose and Bomber Mountain – add culvert for drainage. Build up the road and add a well in the ditch on the northeast side of the road for drainage at the start of the new culvert. (30' X 18")

**District has some culverts in stock which may be used.

All vegetation in the ditches will be mowed before the work begins to decrease vegetation.

Road width to be maintained at 22 feet.

Road will be reshaped according to County specifications.

Ditches will be put in according to the County specifications as needed.

Rock will be added as followed:

- 1) 2,800 feet base layer of 4" of 2" minus scoria with fines
- 2) 2,800 top cap 4" of J-Base limestone

Awarded contractor will be responsible for all locates through One Call of Wyoming, trucking, road closures to be provided for the safety of those traveling on the road. Contractor is responsible for reseeding the road ditches after work completion.

Total project cost (estimated) (itemize on separate sheet): \$51,599.00

50% Drainage \$2,160 + \$1,920 + \$4,800 + \$800 = \$9,680

25% Trucking \$22,615

25% Rock \$19,304

25% \$2160 crowning/surfacing

\$7520 @ 50% = \$3760

\$144079 @ 25% = \$110197

Projected start date: 7/18/23 (as soon as approved by the County)

Projected completion date: 7/18/24

grant = \$14,779.75

Briefly describe why the project is needed:

Bomber Mountain needs major improvements – to allow for proper drainage, building up a base and topping with a quality material

Governing Board members: Mark Smith, President / Nick Clevenger, Vice President / Pamela Stang, Secretary/Treasurer

Acreage (approximate) of district or proposed district: 3,619 +/- acres

Date of district formation (if applicable) 1984

Number of lots: 204

Population of District: 400 (approximately)

Ratio of Developed and undeveloped land: Estimate 60 to 70% are developed.

Is area legally platted? Yes

District boundary map included? Yes

Is District Zoned? Yes If so, what is it zoned? Rural Residential

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

FINANCIAL INFORMATION

Current Mill Levy for the Subdivision \$ 80,800.00

Current Assessed Valuation (County Assessor's Office) \$ 3,759,161

Current Indebtedness \$ 0.00

Current Income statement and balance sheet \$ 95,362 (bank balance)

Water and sewer rates, tap fees, plant investment fees, association or district dues (Describe)

\$400 per lot assessment per year

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

List and describe other potential funding sources:

None

Other pending applications for funding:

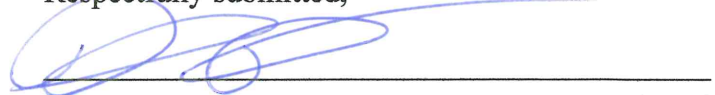
None

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

None

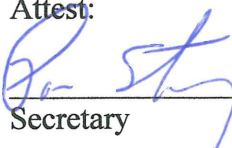
Respectfully submitted,

(SEAL)



Title: Vice President

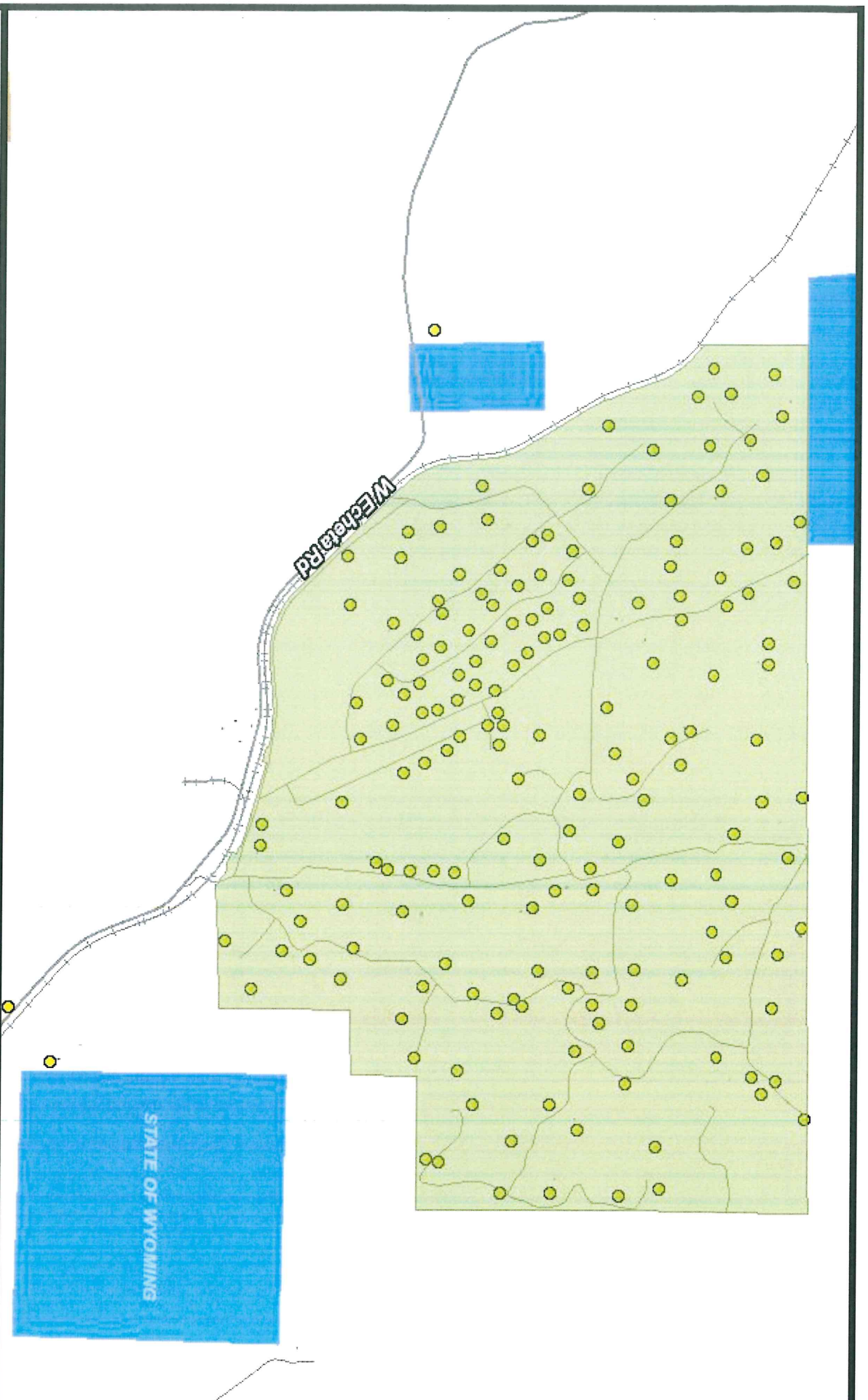
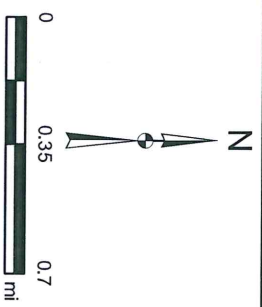
Attest:


Secretary

Date: 7/24/2023
Time: 8:53:07 AM

Campbell County

Wyoming



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: [10:05 District Support Grant, Stone Gate
ISD](#)

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

**Department of Public Works - Engineering Division**

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

DISTRICT SUPPORT GRANT MEMORANDUM**SECTION 1 - General**

FROM: Clark Melinkovich, P.E., Public Works Senior Engineer *CM*
TO: Board of County Commissioners
SUBJECT: District Support Grant Application From: **Stonegate I&S**
DATE: 6/1/2023

Stonegate I&S has submitted a District Support Grant application in the amount of **\$18,250.00**
Clean and recoat water tanks

SECTION 2 - Grant Type and Priority **Priority 4, Water and Sewer****SECTION 3 - Costs and Eligibility** **Enlargement Eligible? Yes**

Total Number of District Lots:	67				
Total allowable grant over a 5-yr period:	67	lots	@	\$1,500	\$ 100,500
Total amount of Grants approved over current 5-yr period:					\$ 103,800
Total amount not subject to \$1500/lot limitation					\$ 26,869
Remaining Grant eligibility this current 5-yr period:					\$ 23,569
Current Fiscal Year Awards	\$	-			O.K.
Remaining Eligibility this Fiscal Year	\$	50,000	O.K.		

SECTION 4 - Compliance

Stonegate I&S District is compliant with the elections office per a 7/20/2023 memo

SECTION 5 - Analysis

Total Estimated Project Cost: \$73,000.00

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

%	Total	Grant	Item
100		\$0.00	
50		\$0.00	
33		\$0.00	
25	\$73,000.00	\$18,250.00	clean and recoat water tanks, set up temporary tank
Totals	\$73,000.00	\$18,250.00	

I recommend the Board approve the District Support Grant request from **Stonegate I&S**
Improvement and Service District in an amount not to exceed **\$18,250.00**
Clean and recoat water tanks

Funding History

5 year	\$103,800
10 year	\$151,132
Since Incept	\$203,965

Approved? Y or N

\$

Date Approved



DISTRICT SUPPORT GRANT APPLICATION

JUL 26 2023

District Name: Stone Gate Estates ISD Requested Amount: \$18,250.00

Mailing Address: PO Box 992, Gillette, WY 82717

Contact Person: Bobby Schmitz, President

Day Time Phone: 307-680-4920

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

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

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

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

Clean and re-coat the interiors of the District's two water tanks.

Total project cost (estimated) (itemize on separate sheet: \$73,000.00

Projected start date: August 25, 2023 Projected completion date: August 25, 2024

Briefly describe why the project is needed:

The District has two water tanks. The tanks were inspected in 2017 and were identified as needing repair, but due to budget constraints, the work is just now moving forward. One of the tanks was installed in 1992 and the other in 2000. In order to apply the coating on the tanks they will need to be cleaned, and a temporary tank will be needed during the approximately two weeks it will take to complete the project. The District will rely on regional water when the tanks are out of service. Water Guy will oversee the project for the District. The new coating will prolong the life of the tanks and ensure safe drinking water for residents.

Governing Board members: Bobby Schmitz, President / Jodi Schilling, Secretary / Travis Given, Treasurer

Acreage (approximate) of district or proposed district: 1,340 acres +/-

Date of district formation (if applicable) February 28, 1992

Number of lots: 67 parcels

Population of District: 170 (approximately)

Ratio of Developed and undeveloped land: 65 improved lots and 2 unimproved lots

Is area legally platted? Yes

District boundary map included? Yes

Is District Zoned? Yes If so, what is it zoned? RS

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

FINANCIAL INFORMATION

Current Mill Levy for the Subdivision \$ \$95,040 (assessments)

Current Assessed Valuation (County Assessor's Office) \$ 3,115,022

Current Indebtedness \$ 0.00

Current Income statement and balance sheet \$ 404,402.91 (bank balance)

Water and sewer rates, tap fees, plant investment fees, association or district dues (Describe)
District maintains water and roads and manages covenants – The District's annual assessment is now \$1, per improved lot assessed per year. Water meters are read monthly in summer months. The base rate of \$1,440 per year includes 20,000 gallons of water per month. Overages are billed as follows:

\$4.00 per 1,000 for 10,000 to 50,000 gallons

\$6.00 per 1,000 for 50,000 to 100,000 gallons

\$10.00 per 1,000 for over 100,000 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

(SEAL)

Respectfully submitted,

Bob Schmir

Title: President

Attest:

Juni L.

Secretary



Campbell County
w y o m i n g

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: [10:10 BNSF Easement Agreement](#)

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

**EASEMENT AGREEMENT
FOR ROADWAY CONSTRUCTION, MAINTENANCE AND USE**
(Used when there is no C&M Agreement)

THIS EASEMENT AGREEMENT FOR ROADWAY CONSTRUCTION, MAINTENANCE AND USE ("**Easement Agreement**") is made and entered into as of the ____ day of _____ 2023 ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Grantor**"), and CAMPBELL COUNTY BOARD OF COMMISSIONERS ("**Grantee**").

A. Grantor owns or controls certain real property situated at the City of Gillette, County of Campbell, State of Wyoming, at Mile Post 597.44 on LIS 952, as depicted on **Exhibit "A"** and described on **Exhibit "A-1"** attached hereto and made a part hereof (the "**Premises**").

B. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

C. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be the construction, maintenance and use of a [private/public] roadway and related surface improvements (collectively, "**Improvements**") to be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the Plans and Specifications (as hereinafter defined) approved as set forth in **Section 5**. Grantee expressly acknowledges and agrees that the Easement Purpose does not include, and no rights are granted hereunder, for an elevated roadway or related improvements or any subsurface rights.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all Laws (as hereinafter defined), including without limitation zoning laws, regulations, and ordinances of municipal and other governmental authorities, if any.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and
- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

1.4 Term of Easement. The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

Section 2 Compensation. Grantee shall pay Grantor, prior to the Effective Date, the sum of zero and No/100 Dollars (\$0) as compensation for the grant of this Easement.

Section 3 No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 Nature of Grantor's Interest in the Premises. GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 Plans and Specifications for Improvements. Grantee shall submit to Grantor for its review and approval detailed information concerning the design, location and configuration of the Improvements ("**Plans and Specifications**"). As soon as reasonably practicable after Grantor's receipt of the Plans and Specifications and other information required by Grantor about the proposed location of the Improvements, Grantor will notify Grantee in writing whether Grantor has approved or disapproved the design, location and configuration of the proposed Improvements or the Plans and Specifications, and shall include one or more reasons for any disapproval. Grantor may disapprove the Plans and Specifications only where, in Grantor's sole judgment, construction, maintenance, operation or removal of all or any part of the Improvements constructed in accordance with the Plans and Specifications would cause Grantee to violate any of the provisions of Section 6.3 hereof. Following any disapproval, Grantee shall have the right to modify the location, configuration or other aspects of the Plans and Specifications of the proposed Improvements and to resubmit such modified information to Grantor for its further review and approval. Grantor may approve or disapprove the Plans and Specifications in Grantor's sole discretion. Any approval or consent by Grantor of any of such plans shall in no way obligate Grantor in any manner with respect to the finished product design and/or construction. Any such consent or approval shall mean only that such Plans and Specifications meet the subjective standards of Grantor, and such consent or approval by Grantor shall not be deemed to mean that such Plans and Specifications or construction are structurally sound and appropriate or that such Plans and Specifications or construction meet the applicable construction standards or codes. Any deficiency in design or construction, notwithstanding the prior approval of Grantor, shall be solely the responsibility of Grantee.

Section 6 Improvements.

6.1 Construction of Improvements. Grantee, and Grantee's Contractors, at Grantee's sole cost and expense, shall locate, configure, construct and maintain the Improvements: (i) in a good and workmanlike

manner and in strict accordance with the Plans and Specifications approved by Grantor pursuant to the provisions of **Section 5** above, (ii) in conformance with applicable building uses and all applicable engineering, safety and other Laws, (iii) in accordance with the highest accepted industry standards of care, skill and diligence, and (iv) in such a manner as shall not adversely affect the structural integrity or maintenance of the Premises, any structures on or near the Premises, or any lateral support of structures adjacent to or in the proximity of the Premises. The construction of the Improvements within the Premises shall be completed by Grantee and Grantee's Contractors within one (1) year after the Effective Date. Grantee shall provide as built drawings of all Improvements to Grantor promptly upon completion of construction and shall use its best efforts to cause such as built drawings to be electronically accessible to Grantor.

6.2 Maintenance of Improvements. Grantee shall at all times during the term of this Easement Agreement, at Grantee's sole cost and expense, keep and maintain the Improvements located upon the Premises in a structurally safe and sound condition, in good repair and in compliance with the Plans and Specifications and this Easement Agreement. Grantee shall also promptly repair any damage to the Premises or the Improvements caused, either in whole or in part, by Grantee Parties (as hereinafter defined). Grantee shall not cause or permit another person to cause any damage to the Premises or the Improvements, and Grantee shall be responsible for any such damage which may occur as a result of any Grantee Party's action or inaction. Grantee shall not permit the existence of any nuisance or the accumulation of junk, debris or other unsightly materials on the Premises and shall keep the Premises in a clean and safe condition. Grantee shall, at its sole cost and expense, remove ice and snow from the Premises. Grantee shall keep the Premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on the Premises, said work of cutting and removal to be done at such times and with such frequency as to comply with local Laws and regulations and abate any and all hazard of fire. Grantor shall have no obligation whatsoever, monetary or non-monetary, to maintain the Improvements in the Premises.

6.3 No Interference. During the construction of, and any subsequent maintenance performed on, operation of, or removal of, all or any portion of the Improvements, Grantee, at Grantee's sole cost, shall perform all activities and work on or near Grantor's rail corridor or property and/or the Premises in such a manner as to preclude injury to persons or damage to the property of Grantor, or any party on or with property on Grantor's rail corridor or property, and shall ensure that there is no interference with the railroad operations or other activities of Grantor, or anyone present on Grantor's rail corridor or property with the authority or permission of Grantor. Grantee shall not disturb any improvements of Grantor or Grantor's existing lessees, licensees, license beneficiaries or lien holders, if any, or interfere with the use of such improvements. Grantor may direct one of its field engineers to observe or inspect the construction, maintenance, operation or removal of the Improvements, or any portion thereof, at any time to ensure such safety and noninterference, and to ensure that the Improvements comply with the Plans and Specifications. If any Grantee Party is ordered at any time to leave the Premises or to halt any activity on the Premises, then the party conducting that activity immediately shall cease such activity and leave the Premises, if the order was issued by Grantor's personnel to promote safety, such noninterference with other activities or property, or because the Improvements were not in compliance with this Easement Agreement. Notwithstanding the foregoing right of Grantor, Grantor has no duty or obligation to observe or inspect, or to halt work on, the Premises, it being solely Grantee's responsibility to ensure that the Improvements are constructed, maintained, operated and removed in strict accordance with all Laws, safety measures, such noninterference and the Plans and Specifications and in compliance with all terms hereof. Neither the exercise nor the failure by Grantor to exercise any right set forth in this **Section 6.3** shall alter the liability allocation set forth in this Easement Agreement.

6.4 No Alterations. Except as may be shown in the Plans and Specifications approved by Grantor for the Easement, Grantee may not make any alterations to the Premises, or permanently affix anything to the Premises, without Grantor's prior written consent. If Grantee desires to change either the location of any of the Improvements or any other aspect of the Plans and Specifications of any of the Improvements, Grantee shall submit such change and modified Plans and Specifications to Grantor in writing for its approval in the same manner as provided for in **Section 5**. Grantee shall have no right to commence any such change until after Grantee has received Grantor's approval of such change in writing.

6.5 Approvals; Compliance with Laws and Safety Rules.

- (a) Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required approvals or authorizations from applicable governmental authorities.
- (b) Prior to entering the Premises, and at all times during the term of this Easement Agreement, Grantee shall comply, and shall cause its contractor, any subcontractor, any assignee, and any contractor or subcontractor of any assignee performing work on the Premises or entering the Premises on behalf of Grantee (collectively, "**Grantee's Contractors**"), to comply, with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) (collectively, "**Laws**"), and all of Grantor's applicable safety rules and regulations including those found on the website noted below in **Section 6.5(c)**.
- (c) No Grantee Party may enter the Premises without first having completed Grantor's safety orientation found on the website: www.contractororientation.com.

6.6 Other Improvements. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist.

6.7 Flagging and Other Costs. Grantee shall not conduct any activities on, or be present on, any portion of the Premises or Grantor's rail corridor or property that is within twenty-five (25) feet of any active railroad track, except in the presence of a flagman. In any case where a flagman or flagmen are required in connection with the presence of individuals on Grantor's rail corridor or the Premises, Grantee shall provide as much advance notice as possible prior to any entry upon the Premises. Grantor shall arrange for the presence of the flagman or flagmen as soon as practicable after receipt of such notice from Grantee. Grantee shall reimburse to Grantor, within thirty (30) days following Grantee's receipt of each bill therefor, Grantor's costs in arranging for and providing the flagman or flagmen, which shall be billed to Grantee at Grantor's then applicable standard rate. The estimated cost of one flagger as of the Effective Date is \$600 for an eight hour basic day with time and one-half or double time for overtime, rest days and holidays, plus the cost of any vehicle rental costs or other out-of-pocket costs. Grantee agrees to reimburse Grantor (within thirty (30) days after receipt of a bill therefor) for all other costs and expenses incurred by Grantor in connection with Grantee's use of the Premises or the presence, construction, maintenance, and use of the Improvements situated thereon.

6.8 No Unauthorized Tests or Digging. Grantee, and Grantee's Contractors, must not conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on Grantor's rail corridor or property (whether or not such centerline is located within the Premises), except after Grantee has obtained written approval from Grantor, and then only in strict accordance with the terms and any conditions of such approval.

6.9 Boring. Prior to conducting any boring work on or near Grantor's rail corridor or property (which shall only be permitted within the Premises), Grantee and Grantee's Contractors shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Grantee shall have the right to use suitable detection equipment or other generally accepted industry

practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Upon Grantee's written request, which shall be made thirty (30) business days in advance of Grantee's proposed construction or modification of Improvements, Grantor will provide to Grantee any information that Grantor has in the possession of its Engineering Department concerning the existence and approximate location of Grantor's underground utilities and pipelines at or near the vicinity of the proposed Improvements. Prior to conducting any boring work, Grantee, and Grantee's Contractors, shall review all such material. Grantor does not warrant the accuracy or completeness of information relating to subsurface conditions and Grantee's, and Grantee's Contractors', operations at all times shall be subject to the liability provisions set forth herein. For all bores greater than 20 inches in diameter and at a depth less than ten (10) feet below the bottom of a rail, Grantee, and Grantee's Contractors, shall perform a soil investigation which must be reviewed by Grantor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Grantor's reasonable opinion that granular material is present, Grantor may select a new location for Grantee's use, or may require Grantee, and Grantee's Contractors, to furnish for Grantor's review and approval, in Grantor's sole discretion, a remedial plan to deal with the granular material. Once Grantor has approved any such remedial plan in writing, Grantee, and Grantee's Contractors, at Grantee's sole cost, shall carry out the approved plan in accordance with all terms thereof and hereof. Any open hole, boring or well constructed on the Premises by Grantee, or Grantee's Contractors, shall be safely covered and secured at all times when anyone who is not creating it, working in it or using it as permitted hereunder is present in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises shall be promptly filled in by Grantee and Grantee's Contractors to surrounding ground level with compacted bentonite grout, or otherwise secured or retired in accordance with any applicable Laws. No excavated materials may remain on Grantor's rail corridor or property for more than ten (10) days, and must be properly disposed of by Grantee and Grantee's Contractors in accordance with applicable Laws.

6.10 Drainage of Premises and Property. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Premises shall be made and maintained by Grantee in such manner, form and to the extent as will provide adequate drainage of and from the Premises and Grantor's adjoining right of way; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from the Property and Grantor's adjoining right of way, Grantee shall construct and maintain such culverts or drains within the Premises as may be requisite to preserve such natural and pre-existing drainage. Grantee shall wherever necessary, construct extensions of existing drains, culverts or ditches through or along the Premises, such extensions to be of adequate sectional dimensions to preserve flowage of drainage or other waters, and/or material and workmanship equally as good as those now existing.

6.11 Taxes and Recording Fees. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

6.12 Modification, Relocation or Removal of Improvements. If at any time, Grantor desires the use of its rail corridor in such a manner that, in Grantor's reasonable opinion, would be interfered with by any portion of the Improvements or the Easement, Grantee, at Grantee's sole cost, shall make such changes in the Improvements and/or Premises that, in the sole discretion of Grantor, are necessary to avoid interference with the proposed use of Grantor's property, including, without limitation, Grantee relocating or removing all or a portion of the Improvements from the Premises. Grantor acknowledges that, in some instances, Improvements will not need to be moved or removed from the Premises, but can be protected in place, subject to approval by Grantor's engineering department. Grantee hereby waives any rights that it may have to use condemnation Laws to keep Improvements in place and not relocate or remove the Improvements where relocation or removal is required by Grantor. Where it is practicable to do so, Grantor shall provide to Grantee at least one hundred twenty (120) days prior written notice that Improvements must be modified, removed or relocated, and in circumstances where one hundred twenty (120) days notice is not practicable, Grantor shall provide to Grantee

as much notice as it reasonably can, and in no case less than twenty (20) days prior written notice. Grantee shall ensure that all Improvements are modified, removed or relocated as required on or before the date set forth in Grantor's written notice.

Section 7 Indemnification.

7.1 TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL, AND SHALL CAUSE GRANTEE'S CONTRACTORS, SUBCONTRACTORS, AGENTS, INVITEES, LESSEES, LICENSEES AND PERMITTEES TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR AND GRANTOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY, "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

- (i) THIS EASEMENT AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- (ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS EASEMENT AGREEMENT,**
- (iii) OCCUPATION AND USE OF THE PREMISES BY GRANTEE'S OR GRANTEE'S CONTRACTORS, SUBCONTRACTORS, AGENTS, INVITEES, LESSEES, LICENSEES AND PERMITTEES, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER (INDIVIDUALLY, A "GRANTEE PARTY," AND COLLECTIVELY, "GRANTEE PARTIES"),**
- (iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY GRANTEE PARTIES, OR**
- (v) ANY ACT OR OMISSION OF GRANTEE PARTIES,**

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH GRANTEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

7.2 TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 7.1, GRANTEE SHALL, AND SHALL CAUSE GRANTEE'S CONTRACTORS, SUBCONTRACTORS, AGENTS, INVITEES, LESSEES, LICENSEES AND PERMITTEES TO, NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT GRANTOR IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE IMPROVEMENTS FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. GRANTEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. GRANTEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS EASEMENT AGREEMENT SHALL NOT IN ANY WAY SUBJECT GRANTOR TO CLAIMS THAT GRANTOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

7.3 TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL, AND SHALL CAUSE GRANTEE'S CONTRACTORS, SUBCONTRACTORS, AGENTS, INVITEES, LESSEES, LICENSEES AND PERMITTEES TO, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF GRANTEE, OR ANY OF ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, INVITEES, LESSEES, LICENSEES OR PERMITTEES, CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

7.4 Upon written notice from Grantor, Grantee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this Easement Agreement for which Grantee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Grantee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

Section 8 Insurance. Grantee shall, at its sole cost and expense, procure and maintain during the life of this Easement Agreement the following insurance coverage:

A. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by Grantee.. . Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to ***Railway***.
- ◆ Additional insured endorsement in favor of and acceptable to ***Railway and Jones, Lang, LaSalle Global Services RR, Inc.***
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by ***Railway***.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to ***Railway*** employees.

No other endorsements limiting coverage may be included on the policy.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to **Railway**.
- ◆ Additional insured endorsement in favor of and acceptable to **Railway**.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by **Railway**.

C. Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:

- ◆ Grantee's statutory liability under the worker's compensation Laws of the state(s) in which the work is to be performed. If optional under State Law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to **Railway**.

D. Railroad Protective Liability Insurance is required if there is any construction or demolition activities. This insurance shall name only the Railway as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the Railway prior to performing any work or services under this Easement Agreement

If available and in lieu of providing a Railroad Protective Liability Policy, Grantee may participate in the Railway's Blanket Railroad Protective Liability Insurance Policy available to Grantee or its contractor. The limits of coverage are the same as above. The cost is \$_____.

- ☐ I **elect** to participate in Grantor's Blanket Policy;
- ☐ I **elect not** to participate in Grantor's Blanket Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Grantee agrees to waive its right of recovery against Railway for all claims and suits against Railway. In addition, its insurers, through policy endorsement, waive their right of subrogation against Railway for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Grantee further waives its right of recovery, and its insurers also waive their right of subrogation against Railway for loss of its owned or leased property or property under its care, custody, or control.

Grantee is not allowed to self-insure without the prior written consent of Railway. If granted by Railway, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Grantee in lieu of insurance. Any and all Railway liabilities that would otherwise, in accordance with the provisions of this Easement Agreement, be covered by Grantee's insurance will be covered as if Grantee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

Prior to commencing work, Grantee shall furnish to Railway an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from Railway, a certified duplicate original of any required policy shall be furnished.

Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Grantee represents that this Easement Agreement has been thoroughly reviewed by Grantee's insurance agent(s)/broker(s), who have been instructed by Grantee to procure the insurance coverage required by this Easement Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Grantee, Grantee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Grantee is required to release, defend and indemnify Railway herein.

Failure to provide evidence as required by this **Section 8** shall entitle, but not require, Railway to terminate the Easement immediately. Acceptance of a certificate that does not comply with this **Section 8** shall not operate as a waiver of Grantee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Grantee shall not be deemed to release or diminish the liability of Grantee including, without limitation, liability under the indemnity provisions of this Easement Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.

For purposes of this **Section 8**, Railway shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

Section 9 Environmental.

9.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

9.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

9.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

9.4 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

9.5 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 9**. Should Grantee not comply fully with the above-stated obligations of this **Section 9**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 12**.

Section 10 PERSONAL PROPERTY WAIVER. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF GRANTEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

Section 11 Default and Termination.

11.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

11.2 Grantor's Termination Rights. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee: (i) if default shall be made in any of the covenants or agreements of Grantee contained in this Easement Agreement, (ii) in case of any assignment or transfer of the Easement by operation of law, or (iii) if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

11.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 12**.

11.4 Non-exclusive Remedies. The remedies set forth in this **Section 11** shall be in addition to, and not in limitation of, any other remedies that Grantor may have at law or in equity.

Section 12 Surrender of Premises.

12.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

12.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 13 Liens. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 13** or any other section of this Easement Agreement.

Section 14 Tax Exchange. Grantor reserves the right to assign this Easement Agreement to Goldfinch Exchange Company LLC. ("**Goldfinch**"). **Goldfinch** is a qualified intermediary within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.1031(k)-1(g), for the purpose of completing a tax-deferred exchange under said Section 1031. Grantor shall bear all expenses associated with the use of **Goldfinch**, or necessary to qualify this transaction as a tax-deferred exchange, and, except as otherwise provided herein, shall protect, reimburse, indemnify and hold harmless Grantee from and against any and all reasonable and necessary additional costs, expenses, including, attorneys fees, and liabilities which Grantee may incur as a result of Grantor's use of **Goldfinch** or the qualification of this transaction as a tax-deferred transaction pursuant to Section 1031. Grantee shall cooperate with Grantor with respect to this tax-deferred exchange, and upon Grantor's request, shall execute such documents as may be required to effect this tax-deferred exchange.

Section 15 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Grantor: BNSF Railway Company
 2500 Lou Menk Dr. – AOB3
 Fort Worth, Texas 76131
 Attn: Director of Real Estate

With a copy to: BNSF Railway Company
 2500 Lou Menk Drive
 Fort Worth, Texas 76131

If to Grantee: County Board of Commissioners
 500 S. Gillette Ave, Suite 1100
 Gillette, WY 82716

Section 16 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 30 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 17 Miscellaneous.

17.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of Texas without regard to conflicts of law provisions.

17.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

17.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

17.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

17.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

17.6 Time is of the essence for the performance of this Easement Agreement.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

CAMPBELL COUNTY BOARD OF COMMISSIONERS

By: _____
Name: _____
Title: _____

EXHIBIT "A"

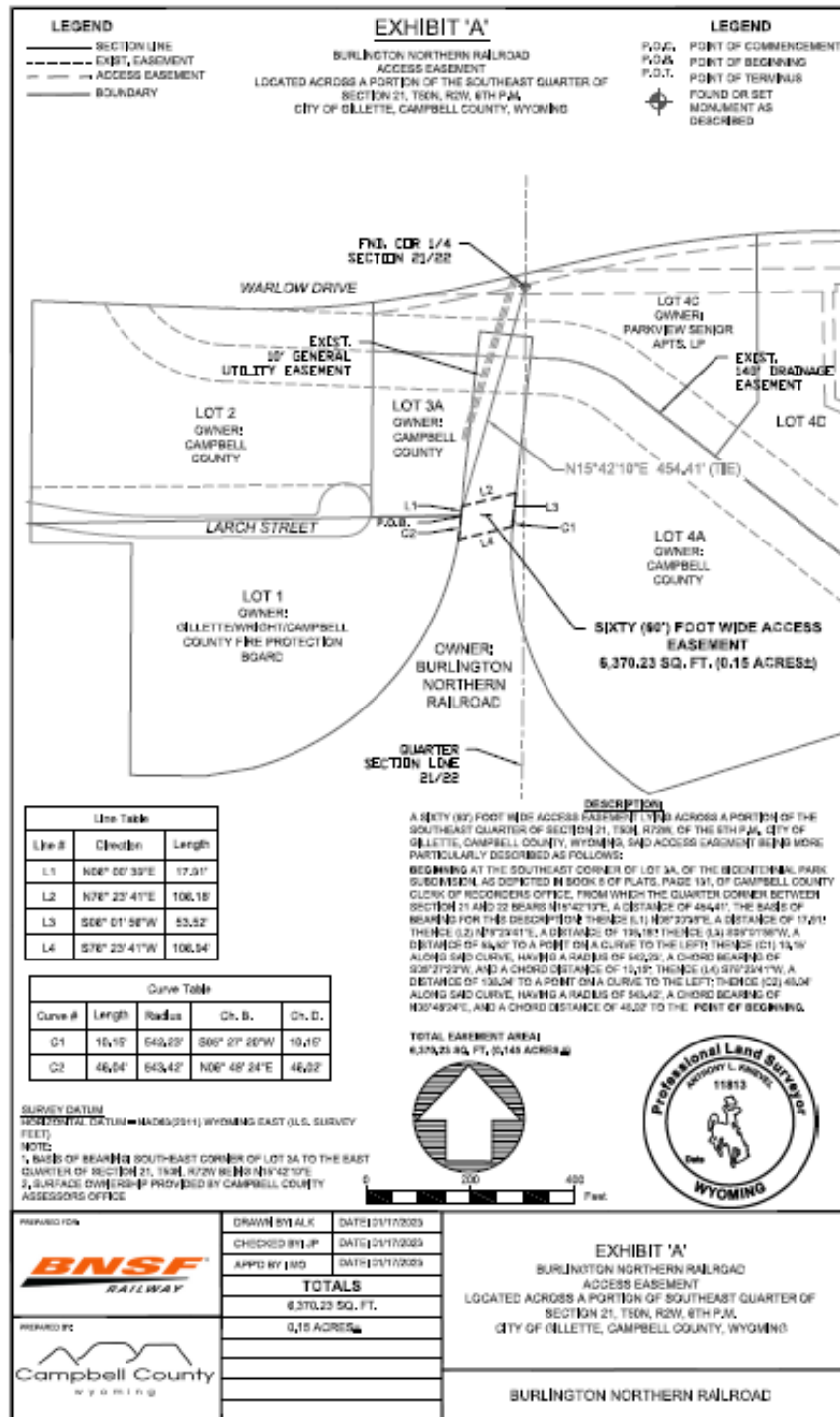


EXHIBIT "A-1"

DESCRIPTION:

A SIXTY (60') FOOT WIDE ACCESS EASEMENT LYING ACROSS A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, T50N, R72W, OF THE 6TH P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, SAID ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3A, OF THE BICENTENNIAL PARK SUBDIVISION, AS DEPICTED IN BOOK 6 OF PLATS, PAGE 131, OF CAMPBELL COUNTY CLERK OF RECORDERS OFFICE, FROM WHICH THE QUARTER CORNER BETWEEN SECTION 21 AND 22 BEARS N15°42'10"E, A DISTANCE OF 454.41', THE BASIS OF BEARING FOR THIS DESCRIPTION; THENCE (L1) N06°00'39"E, A DISTANCE OF 17.91'; THENCE (L2) N76°23'41"E, A DISTANCE OF 106.18'; THENCE (L3) S06°01'56"W, A DISTANCE OF 53.52' TO A POINT ON A CURVE TO THE LEFT; THENCE (C1) 10.15' ALONG SAID CURVE, HAVING A RADIUS OF 542.23', A CHORD BEARING OF S05°27'20"W, AND A CHORD DISTANCE OF 10.15'; THENCE (L4) S76°23'41"W, A DISTANCE OF 106.94' TO A POINT ON A CURVE TO THE LEFT; THENCE (C2) 46.04' ALONG SAID CURVE, HAVING A RADIUS OF 543.42', A CHORD BEARING OF N06°48'24"E, AND A CHORD DISTANCE OF 46.02' TO THE **POINT OF BEGINNING**.

TOTAL EASEMENT AREA: 6,370.23 SQ. FT. (0.145 ACRES ±)

EXHIBIT "B"

Memorandum of Easement

THIS MEMORANDUM OF EASEMENT is hereby executed this ____ day of _____, 2023, by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and CAMPBELL COUNTY BOARD OF COMMISSIONERS ("**Grantee**"), whose address for purposes of this instrument is 500 Gillette Ave, Suite 1100, Gillette Wyoming, 82716, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Campbell County, as depicted on **Exhibit "A"** and described on **Exhibit "A-1"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____ (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across a portion of the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual. Provisions regulating the use and purposes to which the Easement shall be limited, are set forth in detail in the Easement Agreement and Grantor and Grantee agree to abide by the terms of the Easement Agreement.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

[Signature page follows]

EXHIBIT "A"

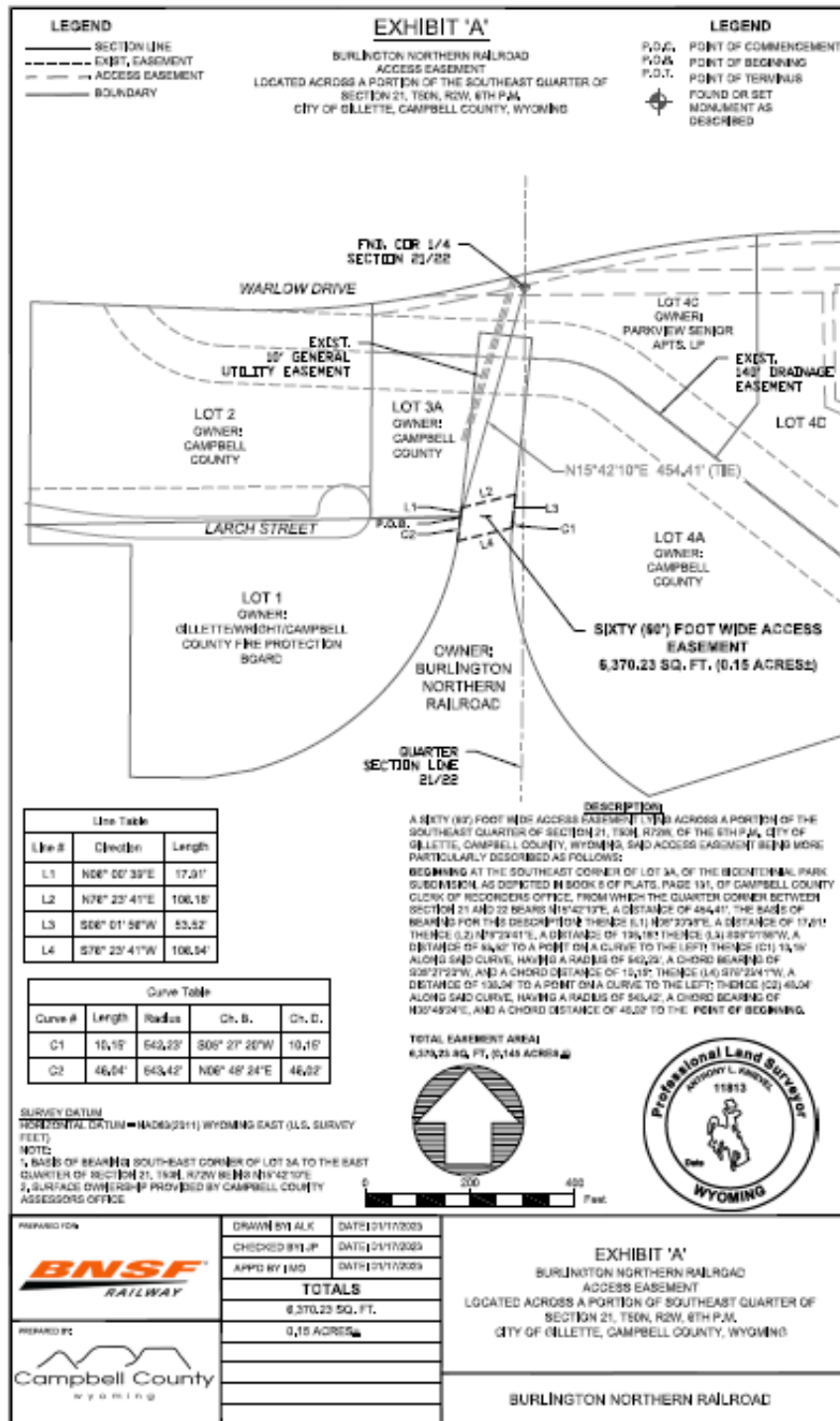


EXHIBIT "A-1"

DESCRIPTION:

A SIXTY (60') FOOT WIDE ACCESS EASEMENT LYING ACROSS A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, T50N, R72W, OF THE 6TH P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, SAID ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3A, OF THE BICENTENNIAL PARK SUBDIVISION, AS DEPICTED IN BOOK 6 OF PLATS, PAGE 131, OF CAMPBELL COUNTY CLERK OF RECORDERS OFFICE, FROM WHICH THE QUARTER CORNER BETWEEN SECTION 21 AND 22 BEARS N15°42'10"E, A DISTANCE OF 454.41', THE BASIS OF BEARING FOR THIS DESCRIPTION; THENCE (L1) N06°00'39"E, A DISTANCE OF 17.91'; THENCE (L2) N76°23'41"E, A DISTANCE OF 106.18'; THENCE (L3) S06°01'56"W, A DISTANCE OF 53.52' TO A POINT ON A CURVE TO THE LEFT; THENCE (C1) 10.15' ALONG SAID CURVE, HAVING A RADIUS OF 542.23', A CHORD BEARING OF S05°27'20"W, AND A CHORD DISTANCE OF 10.15'; THENCE (L4) S76°23'41"W, A DISTANCE OF 106.94' TO A POINT ON A CURVE TO THE LEFT; THENCE (C2) 46.04' ALONG SAID CURVE, HAVING A RADIUS OF 543.42', A CHORD BEARING OF N06°48'24"E, AND A CHORD DISTANCE OF 46.02' TO THE **POINT OF BEGINNING**.

TOTAL EASEMENT AREA: 6,370.23 SQ. FT. (0.145 ACRES ±)

LEGEND

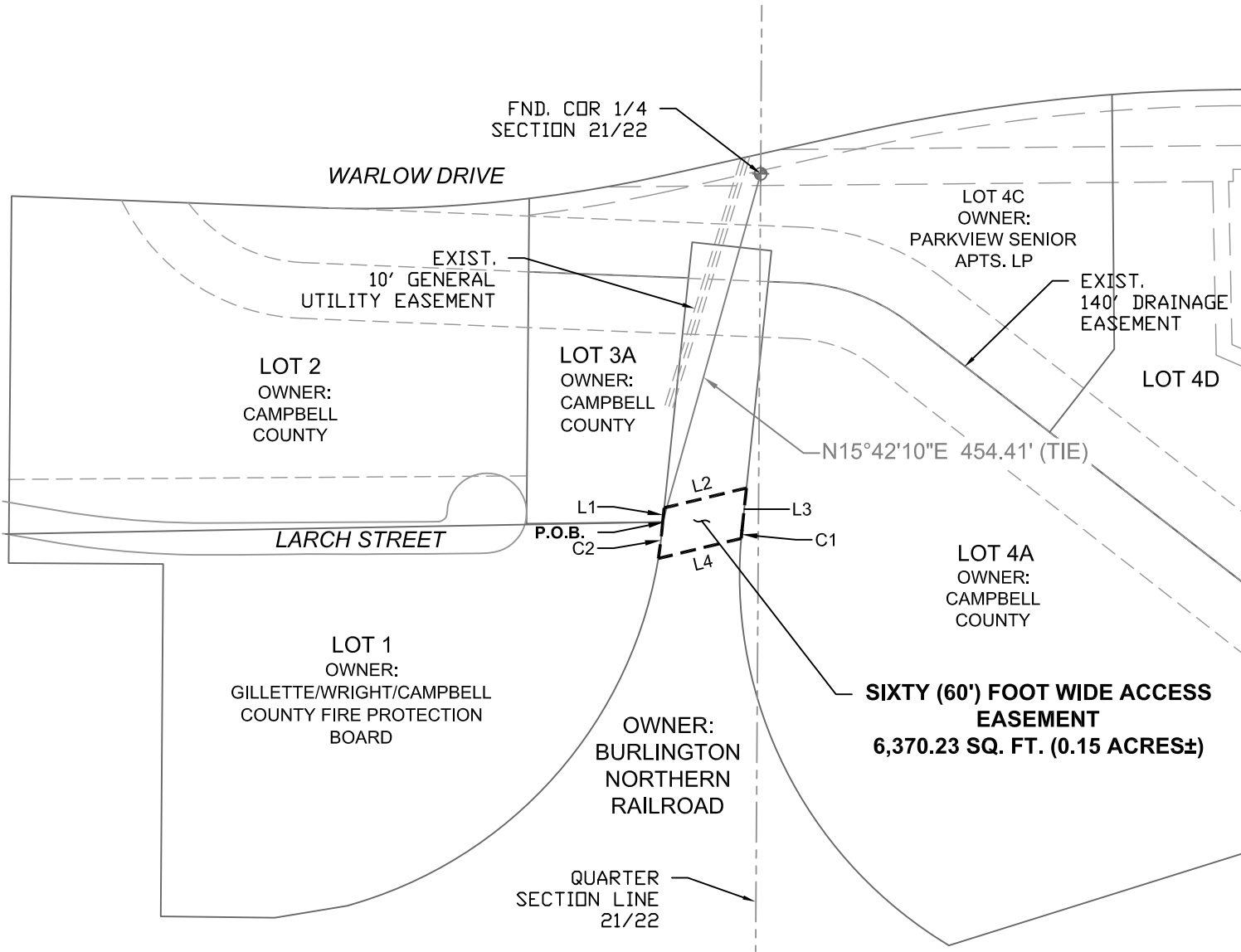
- SECTION LINE
- - - - - EXIST. EASEMENT
- - - - - ACCESS EASEMENT
- BOUNDARY

EXHIBIT 'A'

BURLINGTON NORTHERN RAILROAD
ACCESS EASEMENT
LOCATED ACROSS A PORTION OF THE SOUTHEAST QUARTER OF
SECTION 21, T50N, R2W, 6TH P.M.
CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- FOUND OR SET MONUMENT AS DESCRIBED

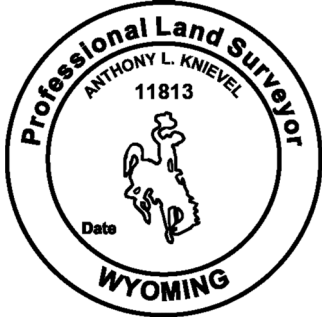
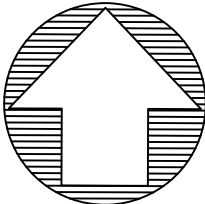


Line Table		
Line #	Direction	Length
L1	N06° 00' 39"E	17.91'
L2	N76° 23' 41"E	106.18'
L3	S06° 01' 56"W	53.52'
L4	S76° 23' 41"W	106.94'

Curve Table				
Curve #	Length	Radius	Ch. B.	Ch. D.
C1	10.15'	542.23'	S05° 27' 20"W	10.15'
C2	46.04'	543.42'	N06° 48' 24"E	46.02'

DESCRIPTION:
A SIXTY (60') FOOT WIDE ACCESS EASEMENT LYING ACROSS A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, T50N, R72W, OF THE 6TH P.M., CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING, SAID ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 3A, OF THE BICENTENNIAL PARK SUBDIVISION, AS DEPICTED IN BOOK 6 OF PLATS, PAGE 131, OF CAMPBELL COUNTY CLERK OF RECORDERS OFFICE, FROM WHICH THE QUARTER CORNER BETWEEN SECTION 21 AND 22 BEARS N15°42'10"E, A DISTANCE OF 454.41', THE BASIS OF BEARING FOR THIS DESCRIPTION; THENCE (L1) N06°00'39"E, A DISTANCE OF 17.91'; THENCE (L2) N76°23'41"E, A DISTANCE OF 106.18'; THENCE (L3) S06°01'56"W, A DISTANCE OF 53.52' TO A POINT ON A CURVE TO THE LEFT; THENCE (C1) 10.15' ALONG SAID CURVE, HAVING A RADIUS OF 542.23', A CHORD BEARING OF S05°27'20"W, AND A CHORD DISTANCE OF 10.15'; THENCE (L4) S76°23'41"W, A DISTANCE OF 106.94' TO A POINT ON A CURVE TO THE LEFT; THENCE (C2) 46.04' ALONG SAID CURVE, HAVING A RADIUS OF 543.42', A CHORD BEARING OF N06°48'24"E, AND A CHORD DISTANCE OF 46.02' TO THE **POINT OF BEGINNING**.

TOTAL EASEMENT AREA:
6,370.23 SQ. FT. (0.145 ACRES ±)



SURVEY DATUM
HORIZONTAL DATUM = NAD83(2011) WYOMING EAST (U.S. SURVEY FEET)
NOTE:
1. BASIS OF BEARING: SOUTHEAST CORNER OF LOT 3A TO THE EAST QUARTER OF SECTION 21, T50N, R72W BEING N15°42'10"E
2. SURFACE OWNERSHIP PROVIDED BY CAMPBELL COUNTY ASSESSORS OFFICE

PREPARED FOR:

PREPARED BY:

DRAWN BY: ALK	DATE: 01/17/2023
CHECKED BY: JP	DATE: 01/17/2023
APP'D BY : MO	DATE: 01/17/2023
TOTALS	
6,370.23 SQ. FT.	
0.15 ACRES±	

EXHIBIT 'A'
BURLINGTON NORTHERN RAILROAD
ACCESS EASEMENT
LOCATED ACROSS A PORTION OF SOUTHEAST QUARTER OF
SECTION 21, T50N, R2W, 6TH P.M.
CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

BURLINGTON NORTHERN RAILROAD

The following page(s) contain the backup material for Agenda Item: [10:15 InSight Consulting Agreement, Pronghorn Industrial Park](#)

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

OFFICE

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

**BOARD OF COMMISSIONERS**

Colleen Faber, Chairman
Del Shelstad
Jim Ford
Butch Knutson
Kelley McCreery

Denton Knapp
Executive Director of Administration

Contract/Grant/Agreement Approval Form

Instructions: Follow [routing](#) procedure

Date of Commissioner's Meeting: August 1, 2023

Title: InSite Consulting Contract for Pronghorn Industrial

Party/Recipient: Campbell County - Public Works

Party/Agency/Contractor/Vendor: InSite Consulting

Funding Source: County

Fill/Mark as applicable:

Account: 100013-62260

Contingency Fund Account:

FY Budgeted: FY24

Federal Grant-CFDA/ALN: n/a

State Grant-identifying number: n/a

Other:

- ☐ Annual Contract Award ☒ New Contract Award ☐ Includes Capital Assets
☐ Bid/Request for Proposals Required (attach bid advertisement)
☐ Match Fund Required (attach '[Match Request](#)' form)
☒ Sole Source Request (include justification in summary & attach all supporting documentation, including quote)

Date Range of Contract: 8/1/2023-12/5/2023 or upon completion of project deliverables

Amount: \$28,000

Summary

InSite Consulting provides industrial site selectors specializing in industrial park site selection, economic development, and real estate. This is a sole source procurement because of the unique, proprietary process. InSite works with site designers to make certain that the infrastructure and features installed is "client ready" and will make the industrial park the target of site searches by companies long before any outside entities know about plans to expand or relocate. The InSite Consulting program will cover industrial site coaching, gap identification and improvement, and marketing.

Legal Review: FERRIS

Risk Management Review: NICHOLS

Approval Signatures:

Colleen Faber, Chairman _____

Cindy Lovelace, County Clerk _____

CONTRACT FOR CONSULTING SERVICES

Thursday, July 27, 2023

Matt Olsen, P.E.
Executive Director, Public Works
Campbell County, WY
500 S. Gillette Avenue
Gillette, WY 82716

Re: Pronghorn Industrial Park Readiness Assessment

Dear Mr. Olsen,

Thank you for this opportunity to collaborate with you and your organization! Per our proposal dated May 30, 2023, InSite will conduct a Site Readiness Assessment for the Pronghorn Industrial Park for a consulting fee of twenty-five thousand dollars (\$25,000.00), plus project travel expenses not to exceed three thousand dollars (\$3,000 - includes one in-person site visit to Campbell County). We look forward to working with you and the Campbell County Team!

Terms and Conditions

Any additional requested scope items with cost will be noted and billed, respectively. InSite shall invoice client on the following schedule:

- Twelve thousand dollars (\$12,000.00) to be paid upon contract execution – actual signing of contract document, for pre-project tasks / project mobilization, initial project travel and alignment services.
- InSite will invoice the remaining balance based upon project completion. Payment terms are net thirty (30) days. A late fee of 2.0 percent per month will be applied to invoice balances past thirty (30) days. Proposal terms and prices quoted are valid for thirty (30) days. Extensions, changes, or addendums must be signed by all parties, dated, and attached to this signed and dated document.

Liability and Limitation

InSite Consulting and its employees and contractors shall be responsible for the performance of services described herein for exercising the degree of skill and care required by customarily accepted professional practices. The total liability of InSite Consulting and its employees in contract, tort, or otherwise (including negligence, strict liability, and warranty), to the client for failure to meet the foregoing standards or otherwise arising out of performance of this contract shall be limited to the non-payment of fees (i) which become apparent during the performance of consulting services or within two months of completion or termination of this contract and (ii) of which the client notifies InSite Consulting within thirty (30) days of the time that the failure becomes apparent.

InSite Consulting shall be entitled to rely on the accuracy and currency of information supplied by the client or other contractors, vendors, or available from generally accepted reputable sources to conduct the services described in this contract.

Further, InSite Consulting, LLC shall not be responsible for:

- Client employees, contractors, or vendors failure to fulfill responsibilities related to this contract.
- Loss of use, production, or any consequential damages however caused.
- Damages, costs, expenses, or losses, which are covered by any policy of insurance, carried by the client.

Assignment

Neither InSite Consulting nor the client will assign this agreement, or any interest herein, without the written consent of the other.

Indemnity for Third Party Liability

Except for those liabilities which may arise as a result of the negligence of InSite or its employees, the client shall indemnify, protect, and defend InSite and its employees from and against any and all liabilities to third parties whether based in contract, tort, or otherwise (including negligence, warranty, and strict liability) arising out of or incurred in connection with the performance of professional services under this contract.

Arbitration

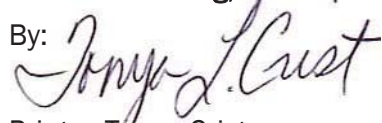
All disputes between the parties shall be submitted to arbitration pursuant to the rules of the American Arbitration Association, arbitration to be accomplished in Campbell County, Wyoming to whose jurisdiction both parties' consent. The arbitral award may be enforced in any Court of competent jurisdiction within Campbell County, Wyoming.

Agreement of Services

As indicated by signatures below, InSite Consulting, LLC and the client agree to the scope of work and corresponding costs outlined in InSite's proposal dated May 30, 2023.

InSite Consulting, LLC

By:



Print: Tonya Crist

Title: Principal / Owner

Notice Contact Information: 864.346.7800

Campbell County, WY

By:

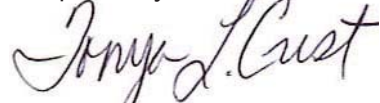
Print:

Title:

Notice Contact Information:

We are excited about working on this important project! Please contact me with any questions.

Respectfully Submitted, •



Tonya L. Crist
Owner and Managing Partner
InSite Consulting, LLC

Transmittal Letter Proposal - May 30, 2023

Kristin Young
Grants Specialist, Office of Commissioners
Campbell County
501 S. Gillette Avenue, Suite 1100
Gillette, WY 82716

Re: Proposal for InSite's Client-Based Community and Industrial Park Readiness and Marketing Program
(Pronghorn Industrial Park)

Dear Kristin:

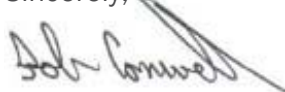
Thank you and the Campbell County team for taking time recently to discuss the Pronghorn Industrial Park. We welcome the opportunity to work with the Campbell County team.

In today's extremely competitive market, your industrial park's marketability must be superior to that of the competition. InSite's program will leverage an Industrial Site's/Park's Readiness above your competition's by providing distinct advantages through our proprietary process (listed below). The main driver: We make communities and industrial parks the target of site searches being executed by clients and consultants. Truth: Site consultants and clients begin a site search for relocation or expansion projects from their desktops (which can be from anywhere in the world) long before anyone outside the company (brokers, economic development organizations, landowners etc.) know about the project. Location searches begin online for sites/industrial park within a search region (example WY, CO, MT, and SD) that have all infrastructure to the industrial park boundaries. Tougher Truth: Based on how your industrial park is promoted, does it clear the first hurdle by getting on the client's and consultant's radar screens in their initial, online search? **InSite's approach to site and community readiness has the following distinct advantages that make us different from our competition:**

- 1. \$11.32 billion capital investment and approximately 14,220 new jobs recently announced on InSite's GET READY Sites.**
- 2. Our laser focus** on getting a communities and industrial parks **ready**, found, and sold to clients searching for locations.
- 3. Site Selection Client's/Consultant's Lens:** InSite's ability to assess and vet communities and industrial parks through the lens of the client, allows us to extract the client's critical decision-making criteria (all about what is in the dirt) as the site's desired assets and form the optimal and customized site-specific sales message and marketing platform. This approach is far different from our competition. Client's buy sites, not real estate. Knowing and promoting that difference allows you to leverage the sale.

InSite Consulting's **best-in-class program by the client's expectations** has set ambitious standards for readiness. We urge you to compare other "readiness" programs. We have viewed "client-ready" sites/industrial parks with natural gas service twenty-five miles away. We have seen certified sites/industrial parks with no excess water capacity. We have seen certified sites/industrial parks with no functioning local economic development program. We have seen certified sites/industrial parks that are 100% in a floodplain. The "true gap" is the need for an "upgraded/revolutionary" approach to getting sites/industrial parks and communities ready. InSite has mitigated this gap for our clients and communities with our readiness program detailed in the information provided.

Sincerely,



Owner, InSite Consulting, LLC.
P.O. Box 40
Greer, SC 29652



Get Ready.

INSITE'S INDUSTRIAL PARK READINESS AND MARKETING PROGRAM METHODOLOGY

The following proposal details InSite's approach to your project based upon taking the Pronghorn Industrial Park from dirt to destination location for manufacturing. This program will cover industrial park: coaching; assessment; gap identification and improvement; and marketing:

PHASE 1: PROJECT MOBILIZATION, ALIGNMENT AND DESKTOP INDUSTRIAL PARK ASSESSMENT

This phase of the program covers a great deal of ground. An important foundation is laid from involving key stakeholders, to engaging local resources, to gathering critical industrial park data, to understanding the industrial park's gaps to readiness for recruiting jobs and investment. Listed below are detailed tasks involved in Phase 1 of this scope of work:

TASK 1. INSITE BEGINS PREPARATION OF ALL PROJECT-RELATED DOCUMENTS.

TASK 2. VIRTUAL PROJECT ALIGNMENT MEETING WITH CAMPBELL COUNTY.

InSite will conduct an alignment meeting, the most important and most valuable phase of the process, with the Campbell County Team. During this meeting, the Campbell County and InSite team will:

1. Discuss the project purpose, approach, and deliverables.
2. Align project goals, objectives, and key issues and concerns.
3. Define expectations of the InSite team.
4. Review the detailed and agreed upon Scope of Services.
5. Finalize what 'product' is expected to be provided by InSite.
6. Establish the most efficient lines of communication between the InSite team and Campbell County. Confirming the project manager from our team and confirming Campbell County's point of contact.
7. Assist the community with building their Local Response Team (LRT), those folks essential to the success of this project but more importantly, all projects involving winning jobs and investment in the community. This team building allows the local economic development team to establish or reestablish a relationship with the following partners that are critical to any economic development effort from the beginning of the RFI to the end with closing the deal! The members to mobilize as the Local Critical Response Team:
 - Campbell County Economic Development (Owner).
 - Energy Capital Economic Development (local economic development).
 - Electric provider.
 - Water provider.
 - Sewer provider.
 - Natural Gas provider.
 - Fiber provider.
 - Regional partner/project manager, as applicable.

We cannot stress enough how important it is that the above Local Response Team be empowered and intentionally involved in all economic development activities for your community. These individuals are the heart and soul of economic development. They are the most important players on the team!

8. Review the Client-Based Data Template/Request for Information (RFI) to be used for this project.
9. Discuss the schedule and develop relative dates for meetings.

TASK 3. VIRTUAL ALIGNMENT CALL and LOCAL RESPONSE TEAM COACHING **Site Selection 101/ "Whys of" and "How to Complete" Requests for Information (RFIs).**

1. Project Communication by the Campbell County:

- Call each Local Response Team (LRT – determined alignment meeting) entity and introduce them to and provide a description of the exciting project they are about to embark upon, detailing how important their participation is to the program. Also provide them with Save-the-Date of their virtual alignment meeting.
- Three weeks before meeting, Campbell County will send a calendar invite email (meeting discussed below - InSite will provide content for email) to each LRT entity with the date of their alignment meeting and reiterating the description of the project they are about to embark upon, emphasizing the importance of their participation in this program. This email will include InSite's Company profile as an attachment so they can be familiar with our firm.

2. 1.5-hour interactive, LRT Virtual Alignment Meeting.

3. Will review project purpose, save-the-project-dates, path forward and deliverables.

4. Definition of each person's role and responsibility as a Local Response Team member.

5. InSite will coach to completing the data requests of the RFI. These questions will revolve around what the site/industrial park can do, is designed for, right now, versus can it meet certain thresholds. InSite's passion for communities learning before executing is one of the most critical and unique elements of our readiness program. We want to educate the response teams before assessing them with an RFI, which merely frustrates the participants and their relationships in the beginning. InSite will coach to the basics on exactly how to respond to an RFI. Local Response Teams never know what happens to their submissions. We will coach item-by-item of the RFI so that when our training is done, the LRT will understand all the questions, the necessary answers, and finally, some tricks of the site selection trade.

The ability to know what type of data to gather and how to gather it for a client is invaluable, and more often is not addressed in typical training from economic development. Additional coaching will be Site Selection 101 content respective to being responsive:

- A window into the world of Site Selection from the inside-out - a view the economic development world never gets to see.
- How to think like the client, not like an economic developer.
- Client-developed criteria for ready sites/industrial parks and communities and their respective importance in the client's decision-making process.
- How those criteria translate to an actual RFI (Request for Information) that assess site/industrial park and community capacity, a familiar document to the local economic development team and a decision-making tool of the client. This exposure will allow for the "why this or why that" questions the community wants to ask about the content.
- How the RFI (translates to your community and site/industrial park) is "graded" by/for the client's decision-making process.
- How the RFI data becomes a critical tool in the site's/industrial park's marketing plan.

Staggering Fact: Over 85% of the communities across the nation fail at responding to the RFI, the very first evaluation step in the site selection process. One of our goals for the communities with viable sites/industrial parks (determined in the assessment phase) is for them to dominate in the 15% success rate.

TASK 4. DESKTOP/RFI-BASED COMMUNITY AND INDUSTRIAL PARK ASSESSMENT AND DELIVERABLES.

This is where all the RFI coaching meets the community's ability and capacity to execute:

1. InSite emails site data template/RFI to the community.
2. Local Community and Response Team will have four weeks to submit information back to InSite regarding existing capacities of systems and processes.
3. InSite, via desktop, will "grade" the RFIs, utilizing our proprietary input/output overlay (readiness model), just as we would in a site selection project. The grading code, meaning each answered cell of the RFI will be color-coded (standard developed by industry): red cells indicate a "wrong/failing" answer and indicates a flawed submission – does not meet a client's baseline expectation in the site and/or program; green cells indicate a "correct/passing" answer that meets the client's expectation in the site and/or program; and yellow indicates potential risk that needs further evaluation. This graded RFI is what our site selection clients use as the foundation of their decision-making model.
4. InSite will use the "graded" industrial park data template/RFI to provide Campbell County with:
 - Industrial Park Status Based on Evaluation and Assessment of the Site Selection Industry-Graded Data Template/RFI:
 - Campbell County Deliverable Post Stop Gap:
 - Industrial Park status and documented explanation.
 - Graded data template/RFI identifying community/park gaps and quantifying status.
 - Quantifiable and transparent site/industrial park readiness gap analysis and status based on industry standards for ready sites/industrial parks.
 - This document can be used to create a baseline understanding of how ready the site/industrial park is or is not and to also manage local leadership expectations.
5. InSite will discuss findings with Campbell County and review path forward.

PHASE 2: COMPREHENSIVE INDUSTRIAL PARK VISIT, GAP ASSESSMENT, and FINAL INDUSTRIAL PARK DELIVERABLES

Phase 2 evaluations continue for the Pronghorn Industrial Park and will include, a competitive capability assessment, identification of needed site/industrial park improvements, cost and feasibility of mitigation, Request for Gap Funding package, and Industry Attraction Strategy (if applicable). The following tasks detail InSite's approach to execution and completion of Phase 2:

TASK 1. COMMUNITY AND INDUSTRIAL PARK VISIT ASSESSMENT.

This task will include Boots-on-the-Ground Community and Industrial Park Evaluations. This task will include on-site industrial park visit, industrial park reassessment and readiness level, and refined gaps to readiness. For the industrial park visit, InSite will:

1. Meet with the local response team and tour the Pronghorn Industrial Park and surrounding uses. We will have face-to-face interaction and discussion on the industrial park's critical data.
2. Confirm desktop data for authenticity and accuracy.
3. Gather new data based on visit observations.
4. Refine industrial park desktop gaps-to-readiness assessment.

TASK 2. INSITE DEVELOPS THE PRONGHORN INDUSTRIAL PARK'S CLIENT-READINESS GAP ANALYSIS AND MARKETING DELIVERABLES.

Based on the community and industrial park visit, and updated RFI response, InSite will provide the Campbell County team:

1. An updated, graded site/industrial park data template/RFI.
2. Written deliverables on:
 - Industrial Park observations.
 - Gap-to-readiness analysis.
 - Recommendations for gap mitigation and resulting cost benefit analysis. This will be a step-by-step (tactical operations) guide to address the respective gaps. The results of this evaluation will help your organization quantify the path forward for site/industrial park readiness.
 - Suggestions on Highest and Best Use and respective expectations associated if other than manufacturing.

TASK 3. CAMPBELL COUNTY, LOCAL COMMUNITY AND INSITE PROJECT RESULTS REVIEW MEETING.

InSite will meet with the Campbell County Team and community leadership/governance to discuss all findings and recommendations and manage respective expectations.

INSITE CONSULTING'S FEE & SCHEDULE

FEE BREAKOUT

InSite Consulting will provide the above outlined scope of services for a consulting fee of twenty-five thousand dollars (\$25,000) plus project travel expenses.

SCHEDULE

Eighteen (18) week schedule.

We want to work this project! It would be an honor and privilege to collaborate with your team. Campbell County sites need to be on the radar screen and competitive when national site selection projects are actively seeking ready communities and sites. The program is transparent, quantitative, feasible and defensible. It is revolutionary and game changing.

EXAMPLE DELIVERABLES FOR CAMPBELL COUNTY ECONOMIC DEVELOPMENT

InSite offers a unique and best-in-class readiness program! We provide a window into the world of Site Selection from the inside-out. This is a view the economic development world is never allowed to see. Our unique and customized services include:

- Site selection process behind-the-scenes, graded site/industrial park readiness RFI. This will be the foundation of feedback for the project team and participants regarding site and community.
- Education at all levels is a constant in the program. It covers vetting a community's ability to respond and invest in themselves. It allows all entities desiring so that touch economic development to be a part of the learning process:
 - One-on-one site/industrial park and community readiness RFI input training. Enhanced ability to respond to questionnaires.
 - On-the-job training for community practitioners, leadership, and stakeholders.
 - Exposure to and understanding of site selection industry-wide, multi-million-dollar decision making model, to include processing of site/industrial park data.
 - Real-time discussions with site selection consultants during visits – troubleshooting responses, sites/industrial parks, and presentation capability with the community.
- Ability to promote ready-site/industrial parks and communities and be the target today for clients making location decisions.
- Graded excerpt from site/industrial park readiness RFI (developed by the site selection client):

Current Industrial Park Site Information		
Criteria	Response	Comments
Submission In an Industrial Park, Name of Industrial Park Site Submission	Fisher Park	
industrial park or site submission physical address street	4226 Half Acre Road	
city	Clemson	
Zoned industrial Yes or No	Yes	
Electric Questions		
Electric lines to industrial park or site boundaries Yes or No	Yes	
Name of provider	Name	
name of utility contact representative providing information	Contact	
Capacity at industrial park or site boundaries (indicate MW or KWh in comments)	5	MW
Water System Questions		
Water line to industrial park or site boundaries Yes or No	No	
Name of provider		
name of utility contact representative providing information	County	
Available excess capacity at the industrial park or site boundaries (include gpd or mgd in comments)	100,000	gpd
Provide a letter from the utility company	No	
Site Due Diligence Questions		
Completed Phase 1 - ESA on the site within the last 10 years with a recommendation of no further action with supporting documentation	No	
if yes, provide a summary letter	No	
Geotechnical study completed on the site within the last 10 years	Yes	
if yes, do you have a study on file	Yes	
if yes, provide a summary letter	No	
Wetlands delineation completed on the site within the last 10 years	Yes	
wetlands delineation map included with submission	Provided with this submission	
if yes, provide a Jurisdictional Determination letter from the Corps of Engineers dated within the last 10 years.	Letter provided with submission	
		Meets Client Expectation
		Evaluation Clarification Necessary
		Flawed Does Not Meet Client Expectation

- Example Excerpt of InSite's Site/Park-Specific Strategic and Marketing plans.
Industry target and marketing recommendations based on capability of the site/industrial park:

ENHANCED MARKETABILITY AND EFFECTIVE MARKETING OF A SITE/INDUSTRIAL PARK

The key to marketing a “**client-ready site/industrial park**” is knowing who your audience is and how to communicate in their language. So, who is your audience? It is manufacturing companies or site selection consultants searching for potential manufacturing/industrial locations. The sales message must consistently be about the attributes of the site/industrial park, leading primarily with excess utility capacity information, site/industrial park due diligence information, and constructability information. When companies are looking within a multiple-state search area, one of which is **Your State**, we want them to find **Your Site/industrial park(s)** that is ready for their project “today,” and the way this is accomplished is through effective marketing. Effective meaning infused with an audience-based message that speaks empathically to the site/industrial park's construction-ready status.

The following are example recommended talking points for a **Ready Site/Industrial Park**:

1. The following are your key selling points for all verbal, print and presentation materials. Train your staff, leadership, and stakeholders to constantly push the following sales message points:
 - Site/industrial park is construction-ready with all utilities to the park boundaries (water, sewer, electric, natural gas, and fiber). Emphasize robust utility infrastructure capacities.
 - Dual feed fully redundant electric service. Transmission service available. Highlight electric capacity with transmission service.
 - Excess water capacity at the site/industrial park of 1.7 MGD | Capacity as of 10/2021. This capacity number is based upon current usage as of 10/16/17 and is subject to change.
 - Excess sewer capacity at the site/industrial park of 1.1 MGD | Capacity as of 10/2021. This capacity number is based upon current usage as of 10/16/17 and is subject to change.
 - Excess natural gas capacity of 40,000 MCF per month | Capacity as of 10/2021.
 - Once all due diligence has been completed, all site/industrial park due diligence studies (Phase I ESA, Geotechnical, Wetlands Delineation, Phase I | Archeological and Endangered Species) completed on the Industrial Park to include USFW, SHPO and JD letters.
 - In a Foreign Trade Zone.
 - Regional (within forty-five miles) labor force of 600,109.
 - Regional (within forty-five miles) population of 900,809.
 - There are no mineral rights associated with this property.
 - Attainment zone area.
 - Industrial Park is owned by one owner, the community.
 - Close alliance with all utility providers, region, and state.
2. Explore the possibility of optioning the adjacent acreage close to the rail:
 - Explore with NS the viability of extending a rail spur inside the park boundaries with associated costs and schedule.
3. Due to the large existing utility capacities, develop a plan to expand the park acreage.
4. Although the existing electric service is adequate, determine the available excess electric capacity that could be available with transmission service accompanied by associated costs and schedule.
5. Develop new, regional (within 45-mile radius) data for labor force, population, and existing major employers. Utilize on new site/industrial park flyers, community information materials, presentations, and website. Delete all city and county statistics from these respective materials.
6. Rename and rebrand the park to include Your State Name – No Local Names.
7. Develop signage for the park.
8. Show all manufacturing companies located within proximity to the park on an aerial.

WHAT MAKES INSITE DIFFERENT THAN OUR COMPETITION

INSITE'S WORKING, SUCCESSFUL CASE STUDY: SITEOHIO

As a working success example, SiteOhio is a project we have been executing for several years that involves JobsOhio, all the local economic development organizations (LEDOs), regions and utility providers and their respective sites/industrial parks throughout the State of Ohio. This statewide project included evaluation and inventory of over 780 sites/industrial parks. Each site/industrial park in the program received intense vetting for decision-making data and readiness with comprehensive analysis and feedback. This type of data compilation and organization leads to greater promotion of and competition for national site selection projects for each location, region, utility, and state. Specific results include: *"SiteOhio authenticated sites/industrial parks experienced more than 300% increase in frequency of submission for projects, and more than 130% increase in customer-requested visits when comparing 2015 to 2018," shares JobsOhio's Phil Smith. "The JobsOhio stakeholder group and InSite developed this process to be as comprehensive as possible to keep Ohio properties on site selectors' radar, to stay in the game longer, get more at-bat opportunities, and win more projects for Ohio. The SiteOhio authentication program elevates the entire economic development game in Ohio."* Phil Smith, JobsOhio.

The best way to communicate success is to **show results**. InSite has revolutionized how communities get "ready for and found by" clients through our first-in-the-country and one-of-a-kind **Economic Development Readiness and Marketing to Client Expectations Program**. We are currently working on a client-ready site/industrial park assessment and **marketing** program for JobsOhio (JO) called SiteOhio. It involves all the local economic development organizations (LEDOs), JobsOhio, regions and utility providers and their respective sites/industrial parks throughout the State of Ohio. This statewide project included assessment and inventory of over 540 sites/industrial parks. **Each site/industrial park in the program received intense vetting for data and client-expected readiness with comprehensive analysis and feedback.** This type of data compilation and organization leads to **greater marketing** and competition for site selection projects for each location, region, utility, and the state. Here are the results we are achieving through this program:

- **\$3.8 billion** in new capital investment (locations).
- **7,110** direct new jobs.
- **\$324,115,200** in new payroll.
- New definition of **READY – the Client's definition** (to include but not limited to): all infrastructure (water, sewer, electric, natural gas and fiber) to the site/industrial park boundaries with excess capacities and respective confirmation letters; all due diligence completed (Phase I, Geotechnical, Wetlands Determination, Endangered Species, and Cultural Resources) to include final determination and concurrence letters for the USACE, USFWS and SHPO; not in the 100 year floodplain; easily accessible; Industrial zoning and/or restrictive covenants; and accessible price.
- Statewide initiative.
- All-inclusive program.
- Each community determined their level of participation.
- Each site/industrial park and program **submissions were evaluated based on their own merit**.
- Eighty-four percent of Ohio counties participated.
- Over **eighty percent** of the initial community site/industrial park submissions **failed** in their ability to respond.
- All 780 participants received feedback on where their site/industrial parks and programs did and did not meet client expectations and why.
- Sites/industrial parks prioritized based on readiness and one hundred communities visited to further evaluate sites' and programs' capability for managing a site/industrial park visit.
- InSite provided one hundred communities with mitigation gap and **customized marketing plans**.
- Each community raised and invested capital into getting their sites/industrial parks ready for clients.
- Thirty Authenticated-Ready Sites to-date that have worked through all gap mitigation and vetted for success to the client's expectations.

- Built the JobsOhio **project management** team and local communities a **new site/industrial park-specific marketing playbook** to get on the **radar screen for projects** from all over the world and win.
- **Two sites/industrial parks** sold during the initial authentication process.
- **Ten total authenticated sites/industrial parks** have sold.
- **Rural communities** increased budgets, staff and **intense marketing** efforts after program assessments and **training sessions**.
- One region, after participating in SiteOhio, **increased their prospect visits by over 900%** from the previous year, all through **effective marketing** and execution.
- We are super excited **to be a part of legislation that has changed the natural gas landscape in Ohio, as it allows for innovative financing for infrastructure**. For the first time ever, natural gas service can be improved at the site/industrial park **without a specific end-user**. To **qualify** for this creative infrastructure financing program, **the site/industrial park MUST have been vetted for a return on investment by InSite** through the SiteOhio program. You can read about it and our program at <http://codes.ohio.gov/orc/4929>. Section number 4929.16 explains the definition, and 4929.163 details our program's involvement specifically.
- 900% increase in site/industrial park visits for one region.
- 300% increase in frequency of submissions for projects.
- 130% increase in client-requested visits.
- Working inventory of old and new sites/industrial parks:
 - “Ready-to-Go-Right-Now” Sites/Industrial Parks that can Win! And not ready six months from now!
 - Short-term potential: Sites/Industrial Parks that are close to ready.
 - Mid-term potential: Site/Industrial Parks prioritized based on ROI for future site/industrial park development initiatives.
 - Long-term potential/pipeline sites/industrial parks where the strengths and weaknesses of each site/industrial park are documented.
- Find gap funding and create “ask” package:
 - Debt-free funding for bridges.
 - \$8 million in debt-free funding used to enhance water and sewer infrastructure and mitigate access issues within the site/industrial park.
- New state and local economic development websites.
- A client-specific, community and **site/industrial park-customized marketing plan** to include targeted sales message for websites, brochures, presentations, conversations with clients, **marketing** packages, etc.

INSITE'S SITE/INDUSTRIAL PARK READINESS ASSESSMENT EXPERIENCE

The InSite team has executed projects across the world within the last ten years (some of which are listed below) which gives us unparalleled access to an extensive knowledgebase of domestic and international economic activities:

- Alabama
- Arizona
- Arkansas
- California
- Canada
- China
- Colorado
- Connecticut
- Delaware
- Dominican Republic
- Florida
- Georgia
- Germany
- Haiti
- Iceland
- Idaho
- Illinois
- Indiana
- Iowa
- Kansas
- Kentucky
- Libya
- Louisiana
- Maryland
- Mexico
- Michigan
- Minnesota
- Mississippi
- Missouri
- Montana
- Nebraska
- Nevada
- New Hampshire
- New Jersey
- New Mexico
- New York
- North Carolina
- North Dakota
- Ohio
- Oklahoma
- Pennsylvania
- Russia
- Scotland
- South Africa
- South Carolina
- South Dakota
- Tennessee
- Texas
- Utah
- Virginia
- Washington
- West Virginia
- Wyoming



THE BEST DESCRIPTION OF OUR COMPANY'S QUALIFICATIONS AND EXPERIENCE WITH SITE/INDUSTRIAL PARK ASSESSMENTS AND READINESS | OUR SITE SELECTION CLIENTS:

- AGFA
- American-Saint Gobain
- AT&T
- Bausch and Lomb
- BIC
- Black & Decker
- BorgWarner
- Caterpillar, Inc.
- CertainTeed Products Corp.
- Chicago Pneumatic Tool Co.
- Colgate-Palmolive
- Delphi Automotive
- DuPont
- Eastman Kodak
- Federal Mogul
- Fluor Global Location Strategies
- Fluor Telecom
- Freightliner
- Fuji Heavy Industries
- GE Plastics
- Genentech
- General Dynamics
- General Motors
- Gerber Products Co.
- Glaxo Holdings PLC
- Heartland Quality Foods
- Hitachi
- Honda
- Horsehead Corporation
- IAMS Food
- IBM
- J.P. Stevens & Company
- James River Corporation
- Krebs Engineering
- LDK
- Levi Strauss & Company
- Lockheed Martin
- Mercedes-Benz
- Mercedes-Benz, Germany
- Met Life
- Michelin Nanjing High Accurate Drive Equipment Manufacturing Group Co. NGC
- Nanolife Technologies
- Navistar
- Nitol
- Oppermann
- Philip Morris
- PPG Industries, Inc.
- Procter & Gamble
- Republic Paperboard
- Riverwood International
- RJR Nabisco Brands, Inc.
- Saint-Gobain
- Sergeant Controls
- Serta International
- Shell Oil
- Simmons
- Sterling Diagnostic Imaging
- Sumitomo Sitix
- Taiwan Semiconductor Manufacturing Corp.
- Tessy Plastics
- Union Carbide
- Verizon
- Volkswagen
- Wellman

THE BEST DESCRIPTION OF OUR COMPANY'S QUALIFICATIONS AND EXPERIENCE WITH SITE/INDUSTRIAL PARK ASSESSMENTS AND READINESS | OUR ECONOMIC DEVELOPMENT CLIENTS:

- Abbeville County, SC
- Allen County, KY
- Alliance Pickens, SC
- American Electric Power
- American Electric Power Texas
- Anderson County, SC
- Atlanta, TX
- Barnwell County, SC
- Beaufort County, SC
- Berkeley County, SC
- Birmingham, AL
- Bledsoe County, TN
- Bremen, Germany
- Breathitt County, KY
- Butler County, KY
- Caddo Parish, LA
- Caldwell County, NC
- Camden, AR
- Campbell County, TN
- Carroll County, TN
- Carter County, KY
- Catawba County, NC
- Cherokee County, SC
- Champaign, IL
- Chesterfield County, SC
- Christian County, KY
- City of Greensburg, KY
- City of Greer, SC
- Cherokee County, SC
- Clarendon County, SC
- Clay County, MS
- Cleveland County, NC
- Cocke County, TN
- Crockett County, TN
- Davie County, NC
- DeKalb County, AL
- Denton, TX
- Duke Energy
- East Kentucky Power
- Economic Development Partnership, SC
- Edmonson County, KY
- El Dorado, AR
- Ellis, TX
- Ennis, TX
- Fairfield County, SC
- Fairfield, OH
- Fargo, ND
- Floyd County, KY
- Fort Worth, TX
- Franklin County, AL
- Georgetown County, SC
- Georgia Power
- Grainger County, TN
- Graves County, KY
- Greensburg, KY
- Greenville-Pitt, NC Chamber of Commerce and Area Partners
- Greenville, TX
- Greenup County, KY
- Greenwood County, SC
- Hampton County, SC
- Hancock County, TN
- Hawkins County, TN
- Henderson, KY
- Hickman County, TN
- Hocking County, OH
- Humphreys County, TN
- Indy Partnership, IN
- Jasper County, SC
- JobsOhio
- Johnson County, KY
- Kentucky Association for Economic Development
- Kentucky Power
- Kershaw County, SC
- Knott County, KY
- Lancaster County, SC
- Lauderdale County, TN
- Laurinburg / Scotland County COC, NC
- Lawrence County, KY
- Lawrence County, TN
- Lawrenceburg, TN

- Lawton-Fort Sill EDC, OK
- Lee County, SC
- Lee County, VA
- Leslie County, KY
- Letcher County, KY
- Louisiana Department of Economic Development
- Lowcountry Council of Government, SC
- Lowndes County, MS
- Lyon, NV
- Magoffin County, KY
- MAPI (Manufacturers Alliance for Productivity and Innovation)
- Marlboro County, SC
- Marshall County, MS
- Martin County, KY
- Maury County, TN
- McLean County, KY
- Memphis, TN
- Mississippi Manufacturer's Association
- Missouri Partnership
- Moberly, MO
- Monroe County, KY
- Monroe County, MS
- Montgomery, AL
- Myrtle Beach Regional Economic Development Corporation, SC
- New River Gorge RDA, WV
- Newport, KY
- Newport, TN
- North Carolina's Southeast
- Northern Alabama Industrial Development Association
- Northwest Kentucky Forward
- Oklahoma Department of Commerce
- Orangeburg County, SC
- Overton County, TN
- Paintsville, KY
- Palmetto Economic Development Corporation, SC
- Pekin, IL
- Pike County, KY
- Pikeville, KY
- Prentiss County, MS
- Public Service Company of Oklahoma (PSO)
- Quincy, IL
- Randolph County, NC
- Richland County, SC
- Rio Grande Valley, TX
- Roane, TN
- Rowan County, KY
- Rocky Mount, NC
- Rutherford County, NC
- Sacramento, CA
- San Joaquin, CA
- Scott County, VA
- Sherman, TX
- Shreveport, LA
- Solano, CA
- Southern Carolina Regional Development Alliance
- Stanislaus, CA
- State of South Carolina
- Stokes County, NC
- Storey, NV
- Surry County, NC
- Tarrant County, TX
- Taney County, MO
- Tennessee Valley Authority
- Terra Haute, IN
- Transylvania, NC
- Tucson, AZ
- Tulsa, OK
- Union County, GA
- Union County, KY
- Union County, SC
- Union County, TN
- Upstate Alliance, SC
- Warren County, TN
- Washoe, NV
- Watertown, NY
- Watauga County, NC
- Webster County, KY
- Webster Parish, LA
- Winston County, MS
- Yolo, CA

RECENT SIMILAR PROJECT EXPERIENCE

Site Readiness/Authentication Program: Evaluation and Development of Industrial Sites and Parks, to Include Branding and Marketing:

Client: JobsOhio.

Status: 2016 – Ongoing.

Client Contact: Diana Rife (614.440.8433).

Statewide Site Authentication (Ready) Program in which InSite has evaluated approximately **780 sites in eighty-four counties statewide**. Results to-date include authenticating thirty sites (ready to the point of plug-and-play), with approximately 16 sites currently working through the process. The largest true site readiness program in the country. **130% increase** in prospect requested visits on authenticated sites. Ten sites have sold representing over **\$3.8 billion in capital investment and 7,110 net, new jobs**. Provided a powerful cost benefit analytical tool for JobsOhio to guide where they should invest their money locally. Identified new, quality sites that were not previously in JobsOhio's database. Provided up to date critical information on over 780 sites, to include 100,000+ data points. Revolutionized and restructured the entire state website.

"I can tell you that identifying the site, acquiring the land, conducting all the due diligence, and getting the road/utilities in turned out to be the easy part! The last two years trying to win projects has been a great experience for me and the team. We have had more prospect interaction (site visits, community tours, proposal submittals, etc.) in the last two years because of InSite Consulting than we had the prior 10. It has been a great learning experience and we have grown as a team. This includes our local partners (building permitting, fire/EMS, township zoning, school district, electric/gas utility, water/sewer utility, etc.), who have all really stepped up and performed at the highest levels. It is crystal clear to me that our community was never even in the game prior to obtaining this site, and it is a very tough game to win once you have earned the right to participate." Andy Kuchta, Clermont County, OH.



Wyoming Statewide Site Readiness and Marketing Program:

Client: Wyoming Business Council.

Status: Ongoing.

Client Contact: Wendy Lopez (307.777.2806).

Currently providing comprehensive site evaluations, marketing recommendations, gap analysis, and local response team training for twenty Wyoming communities. Continuing to provide recommendations on improving the marketability of Wyoming's industrial sites throughout the state.

Site Readiness Initiative: Evaluation and Development of Industrial Sites and Parks:

Client: Appalachian Power Company.

Client Contact: Brad Hall (606.471.9923).

23-County Site Readiness Initiative within APCO's West Virginia service territory. Kicked off the program in late 2019 that involved evaluating approximately 40 sites within APCO's service territory. InSite worked with all 23 counties and related municipalities to evaluate existing and potential industrial sites. Scope of Services included but not limited to comprehensive site recommendations, gap analysis, costs to mitigate gaps, ROI analysis, and extensive community/site visitations. West Virginia has announced **over \$2.7 Billion in capital investment and 1,200 net, new jobs** on InSite's Readiness Program Sites.

Site Evaluation and Training for Oklahoma's 10-Community Strategy Team:

Client: Oklahoma Department of Commerce.

Status: Completed October 2020.

Client Contact: Jennifer Springer (405.416.3804).

Evaluated seven industrial sites within Oklahoma's Key Strategic Communities (Oklahoma City, Tulsa, Muskogee, Broken Arrow, Ardmore, Duncan, and Pryor). Evaluated all sites from a site selection perspective just as a prospective company would conduct the site search process. Also provided on-on-one comprehensive RFI training (Request-For-Information) with each community and their utility providers.

Regional Economic Development Strategic Plan and Site Analysis, to include Airport Industrial Park Development and Marketing:

Client: New River Regional Development Authority.

Client Contact: Jina Belcher (304.888.1149).

Developed a regional economic development strategic plan that included comprehensive site evaluations on the region's available industrial product. Made extensive recommendations on improving each site's marketability and developed a path forward for winning more projects. Since our recommendations, the NRGRDA has been awarded **\$8 million in grants** for enhancing their current Airport Industrial Park product development offerings.

Regional Assessment Program: Included Industrial Park Development and Marketing:

Client: Kentucky Power.

Status: Multiple Assignments: Site/Park Assessments. Developed Industrial Park.

Client Contact: Brad Hall (606.471.9923).

Conducted a regional economic development assessment including comprehensive evaluation of product development opportunities within the region, including the development a new industrial park in Pikeville, KY. Results include, based on InSite's site assessment and recommendations, the City of Pikeville developed the 400-acre Kentucky Enterprise Park. Enterprise Park has made three significant manufacturing announcements within the last twenty-four months. These are the first new manufacturing announcements in Pikeville in the last twenty years. Results of initial regional study was the basis for the founding of One East Kentucky, a regional economic development organization.

InSite's Building Assessment Program: Evaluation and Development of Large Industrial Sites & Buildings:

Client: Duke Energy: North Carolina, South Carolina, Indiana, Kentucky, and Ohio.

Status: Multiple Assignments.

Client Contact: Steve West (864.414.4322).

Evaluated over 20 buildings in five states for Duke Energy. Results include after Anderson County, SC successfully completed InSite's building assessment program, the community announced a \$1 billion capital investment and 1,000 jobs by First Quality Tissue on the program site.

Community Economic Development Academy (CEDA) Program:

Client: American Electric Power.

Status: Multiple Projects.

Provided on-going economic development training and assessment of sites.

Client Contact: Tim Wells (740.368.7139).

Conducted product and program assessments for approximately 30 local communities within AEP's Ohio service territory. The program included community visits, product development recommendations and program recommendations. Results include after going through the CEDA program with InSite, Wapakoneta, OH, landed a \$1 million investment and 45 jobs.

"I wanted to thank InSite for your suggestion regarding our 323 Commerce Drive property. In your CEDA review you advised us to develop plans and budget estimates for a 50,000 SF addition to the building. We did that, and I am pleased to inform you the building has just been sold to a manufacturing company that makes interior trim and upholstery for the RV industry. Although the building was slightly smaller than what they wanted, their decision was based, in large part, on the expansion plan. THANKS for the great advice!"

INSITE PROJECT TEAM

Although our team's commitment to excellence for our client never changes, each project is unique. There is no doubt the experience, leadership, and integrity of the InSite team can make the difference in success and failure. InSite offers more than six decades of "industry location-based" services experience to leading companies and corporations throughout the world. We execute economic development services to organizations throughout the globe.

Our team has performed hundreds of site evaluations for readiness and selection projects for some of the world's most prestigious companies including Shell Oil, Nanolife Technologies (Proton Therapy Cancer Research and Development facility), Caterpillar, Borg Warner, General Electric and Mercedes-Benz. Our principals have sited billions of dollars' worth of facilities for top, global companies. InSite was chosen by the world's largest EPC firm, Fluor Corporation, to execute all their worldwide Site Selection and Incentive Negotiations for new and existing clients. The InSite team has assisted and consulted for a variety of local, regional, and state economic development organizations throughout the country on site readiness including: JobsOhio; Oklahoma Department of Commerce; Kentucky Power; American Electric Power; Northwest Kentucky Forward; Duke Energy; North Alabama Industrial Development Association; Richland County Economic Development; Palmetto Economic Development Corporation; and NRGDA – to name a few.

Our team has unsurpassed experience in executing site evaluation | location studies and economic and site development services throughout the world. These complementary services function cohesively because each requires a full understanding of the economic impacts that capital investment projects have for both the community and the company. As economic development experts, we fully realize the needs of countries, states, regions, and local municipalities working daily to procure new and expanding businesses in their areas. As site location professionals with worldwide experience, we know the key variables that govern location decisions and how the two can best work together. Our company and its owners have also been in the trenches of economic development, which serves to further differentiate us from our competitors.

With our broad-based background of challenging experiences and our solid record of success, the InSite team offers much more than traditional firms. As our clients will attest, we help them meet their objectives with our "hands-on" services to achieve serious results. The InSite team includes internationally recognized professionals with over fifty years of combined experience and in-depth collective knowledge and experience in site selection and incentive negotiation services and forming economic development plans and strategies. They have been utilized by various communities and regional economic development organizations throughout the world. Our project team includes experience in site readiness and selection, economic development, strategic planning, target market analysis and studies, market analysis, financial analysis, feasibility studies, community development, economics, land use planning, site assessments, site design, site planning, design guidelines, innovative public/private partnerships, and project implementation.

The experience of our team adds a tremendous amount of value to the elements of your project. Some highlights of our team's cumulative experience:

- Regional and Local Economic Development: Executive Director, Clarendon County, SC; Marketing Director, York County, SC; Project Manager for Greenville Chamber of Commerce, SC; Regional Director, SCANA Corporation Economic Development; and Eastern Region, SC.
- Site Selection: Fluor Daniel; Skanska, USA; M.B. Kahn Corporation; Mercedes Benz; Black & Decker; Union Camp; Navistar; Procter & Gamble; Freightliner; Pirelli; Federal Mogul; Honda; Caterpillar; Michelin; Verizon; Met Life; and Charter Communications.



THE LEADERS OF THE COMPANY



Tonya L. Crist
Co-Owner, InSite
Project Manager
864-346-7800 | tcrist@insiteconsultinggroup.com

To meet the objectives of all projects, InSite has a formidable team of experts. Tonya Crist is dedicated and committed to working diligently and closely with all clients to execute to excellence. Ms. Crist has been in and specializes in the field of site selection and incentive negotiation services for almost 30 years and has a proven track record of success, both professionally representing some of the world's largest companies and assisting such companies with making multi-million and billion-dollar decisions.

Based upon prior demonstrated project capabilities of Crist with the Fluor organization, InSite was chosen to execute all their site selection and incentive negotiations worldwide for their largest and most prestigious clients.

Crist has the experience of creating an essential balance between intense, yet professional negotiations on behalf of the client, and humble graciousness for the economic development teams' efforts. Crist has spent many years building integrity, honesty and a forthright process with communities, regions, and states all over the world. These relationships, this well-known integrity is a true asset not only to the client's project, but to InSite's valued name.

Tonya Crist is co-founder of and a principal with InSite, LLC, a multifaceted firm that provides site selection, incentive negotiations, economic development consulting and training to companies and government organizations worldwide. Crist possesses almost thirty years of experience in the arenas of site selection, economic development consulting, industrial construction sales, and local community-level international and domestic recruiting / project management.

During her career, she has been Vice President of Sales for a major construction company (M.B. Kahn); Site Selection Principal with Fluor Daniel's Global Site Selection Group, leading and managing domestic and international projects in site selection, feasibility studies, and economic development solutions; and Senior Project Manager for the largest county economic development organization in the State of South Carolina (Greenville County), managing and representing over one billion dollars of capital investment. Having managed industrial relocations and expansions from various perspectives (construction arena, site selection and local level), Ms. Crist has had the opportunity to work with a variety of clients such as Mercedes Benz, Borg Warner, Philip Morris, General Electric, Caterpillar, Procter & Gamble, Lockheed Martin, Bremen Germany, BIC and Navistar International – to name a few.

Ms. Crist has also served on various economic development boards and committees throughout the State of South Carolina. She was a founding board member for the Greenville Area Development Corporation (GADC) in Greenville, SC. Since forming InSite, Crist's focus has been on site selection and incentive negotiation services, although she enjoys working with economic development entities. In addition, she is an internationally sought-after panelist and key-note presenter for corporate, state, local, regional, utility and country-specific organizations regarding best practices in site selection and incentive negotiations services and economic development recruitment activities.

Her experience ranges from being chosen as project manager by Shell Oil company to represent them on their most important research and development facilities (collaborating with President Leonel Fernández), to working with Muammar Gaddafi (معمر القذافي) on infrastructure development in Libya, to working with Nitel in Russia.

Ms. Crist earned a master's degree from Clemson University's Architectural Department / City and Regional Planning and a Bachelor of Arts in Political Science from Mars Hill College, where she also played collegiate volleyball, and was named as an Academic All-American.





Rob Cornwell
Co-Owner, InSite
Project Manager
864-430-5950 | rcornwell@insiteconsultinggroup.com

As co-founder of InSite, LLC, Rob Cornwell's career in both economic development and site selection spans three decades and ranges from rural economic development program implementations to strategic leadership of large regional programs representing both private and public sectors. With a blue-chip brand list of economic development clients served including Black & Decker, Horsehead Corporation, Honda, Federal Mogul, Caterpillar, NGC, and Pirelli, Rob has assisted communities across the United States in developing sound economic development strategies and marketing implementation programs.

During his career, Rob has assisted over four hundred clients in North America. Leading economic development initiatives in both urban and rural communities, he has planned and directed the business development, marketing, and site selection efforts for private and regional organizations, including then named Beers/Skanska Corporation, a U.S.-based building construction arm of Sweden-based Skanska AB, and one of the largest construction firms in the U.S.

His extensive experience with public utilities also includes managing a 12-county regional economic development initiative for SCANA Corporation, a \$9 billion Fortune 500 energy-based holding company, in which Mr. Cornwell was responsible for marketing activities and industrial/commercial siting assistance for the company's subsidiary covering eastern South Carolina. Specializing in economic development consulting and marketing, training, and real estate services, his extensive experience in existing industry services, building programs, business/industrial park development, and economic development marketing programs also positions him as an expert presenter on economic development topics.

Rob's career also includes service as Director of Marketing for York County Economic Development and as Executive Director of Clarendon County Economic Development. Most recently, he has assisted economic development organizations in such areas as comprehensive economic development planning, direct marketing services, staff and board training, and target industry studies.

Recent InSite clients served include AEP, Palmetto Economic Development Corporation, Duke Energy, East Kentucky Power Cooperative, JobsOhio, Appalachian Power, Oklahoma Department of Commerce, Southeast Kentucky Chamber, South Carolina Department of Commerce, Kentucky Power, and Greenville-Pitt County Chamber. In addition to providing economic development consulting expertise, Rob also manages real estate investment activities for a South Carolina based investment firm. Rob is a Certified Economic Developer (CcED) and a licensed real estate professional. He earned a B.S. Degree in Business Administration from Winthrop University in Rock Hill, South Carolina. He has served as a board member of the South Carolina Economic Developers' Association (SCEDA) and a founding board member for the Greenville Area Development Corporation (GADC).





Jerry Howard
President, InSite
864-979-3689 | jhoward@insiteconsultinggroup.com

As President of InSite Consulting, Jerry Howard oversees and sets strategic direction for InSite's comprehensive site selection and economic development services. With over 35 years of working with companies at the local level, Jerry understands how companies make location decisions and has negotiated over \$13 billion in new capital investment decisions over his career.

Howard is best known for the record-setting economic development initiatives he facilitated as the inaugural President and CEO of Greenville Area Development Corporation (GADC) from 2001 to 2013. Howard is widely credited with paving the way for GADC's current position as one of the nation's most capable and respected economic development organizations – helping to create thousands of good-paying jobs and a brighter future for the community. Primary clients included Manufacturers in Automotive, Aerospace, Advanced Materials and Plastics. Other client groups included Headquarters, Office, IT and Call Centers. During this time, Jerry managed staff of eight people and a budget of over \$1,000,000.

Most recently, **Howard** was Manager of Employee Relations for Greenville Technical College's Division of Economic Development and Corporate Training. One of the largest public two-year colleges in South Carolina, Greenville Technical College is recognized as a world-class learning institution where students from all backgrounds and life stages find flexible career and educational opportunities of the highest quality and value. Jerry established relationships with local employers to determine both short-term and strategic training needs. The Division of Economic Development and Corporate Training, under the leadership of Howard, assisted companies with leveraging Greenville Tech resources to design and deliver customized training protocols. Clients included manufacturing, headquarters, office, call centers, IT related companies, engineering, and architecture. The goal was to employ a strategic approach to ensure local employers build a sustainable pipeline of talent. Core competencies were designed around entry level and advanced skills training as well as soft skills such as Leadership, ISO Certification, Lean Six Sigma, Logistics and Health Care, to name a few.

As **Program Manager** for Greenville Workforce Collaborative (GWC), Howard assessed the talent recruitment and training needs for local employers. This collaborative organization is comprised of all the local public sector workforce development providers and economic development organizations. The intelligence gathered through Greenville Works is utilized to purchase training for employers through the Greenville Regional Workforce Collaborative. Entry level workers can obtain a national certification as a manufacturing technician and continue a career path into advanced skills. GWC utilizes national and local grants to purchase the training for local employers.

Howard, as Executive Director of the Anderson County Economic Development Office, was responsible for leadership and execution of business recruitment and retention for Anderson County, SC. Managed a staff of six professionals and a budget of over \$750,000.

Howard is a graduate of Clemson University (B.S. degree in Economics) as well as the Economic Development Institute at the University of Oklahoma.





Kristen Howard
Director of Site and Marketing Services
864-270-6249 | khoward@insiteconsultinggroup.com

As Director of Site and Marketing Services, Kristen offers strategic thinking and perspective for clients to navigate ever-changing market trends and community needs. She has expertise in finding creative solutions for communities and clients to maximize the economic utility of their partnerships, and she excels at communicating these mutual benefits with a wide variety of audiences.

Kristen has extensive experience in community engagement and outreach and has worked in dozens of communities across the country, most recently in Kitsap County, Washington. There, Kristen was responsible for qualitatively measuring density and economic growth against the County's planned objectives and state mandates. She managed community relationships with a wide variety of partners, including the U.S. Navy, American Indian Nations, and partner jurisdictions while navigating strict state mandates surrounding development, density patterns, economic sustainability, and environmental conservation.

Prior to her work in local government, Kristen spent several years in the private sector as a commercial real estate property manager in Seattle, Washington. She served high-profile clients such as Amazon, Seattle Children's Hospital System, WeWork, Intel, and K&L Gates by fostering excellent relationships with building owners and tenants. She also enjoyed challenging herself to better understand the needs of property owners as she managed permitting, construction projects, contracts, and a \$2M operating budget.

Kristen brings further perspective to the team via her extensive experience working with small and medium-sized communities to balance economic growth with community interests. As a consultant with Arnett Muldrow & Associates, Kristen was trained to lead charrettes, roundtables, and a wide range of other engagement strategies to build community brands, create economic development strategies, and make recommendations on public and private alliances to achieve common objectives in communities.

Kristen has a Master of City and Regional Planning from Clemson University as well as a Bachelor of Science in Economics, also from Clemson University. She is a graduate of the National Association of Counties Leadership Academy, and she enjoys processing data into meaningful community resources through a variety of different technologies.

OF NOTE:

The owners of the company, Tonya Crist and Rob Cornwell, will lead this project team. Therefore, there will be zero turnover on our project team, and the owners will manage your project day-to-day until completion.

