**AGENDA**

**CAMPBELL COUNTY BOARD OF COMMISSIONERS**

**BOB MAUL, Chairman**
**RUSTY BELL**
**DG REARDON**
**DEL SHELSTAD**
**COLLEEN FABER**

**AUGUST 3, 2021**

**09:00 MEETING CALLED TO ORDER**
**PLEDGE OF ALLEGIANCE**

CONSENT AGENDA

A. Consent Agenda

VOUCHERS

B. Vouchers

PUBLIC COMMENT

C. 9:05 For the Good of the County*

REGULAR BUSINESS

| | | |
|---|---|---|
| D. | 9:15 Miss Campbell County | Linda Whites |
| E. | 9:25 Contract for Services, Energy Capital Economic Development | Phil Christopherson |
| F. | 9:30 Contract for Services, Conservation District | Cheyenne Love |
| G. | 9:35 Contract for Services, Senior Center | Ann Rossi |
| H. | 9:40 Contract for Services, Predator Management | Kenda Ford |
| I. | 9:45 Early Head Start Budget Modification Application | Bob Tranas |
| J. | 9:50 Child Find Grant Agreement, CDS (tentative) | Bob Tranas |
| K. | 9:55 UW Cooperative Education Agreement, CDS | Bob Tranas |
| L. | 9:58 Board Appointment, Adult Treatment Courts | Chad Beeman |
| M. | 10:00 Memorandum of Understanding, Clerk of District Court | Sean Brown |
| N. | 10:05 PRECorp Easement and Right of Way Agreement | Sean Brown |

PUBLIC HEARING

| | | |
|---|---|---|
| O. | 10:15 Fortner Rezoning Request | Sam Proffer |

REGULAR BUSINESS II

| | | |
|---|---|---|
| P. | 10:40 Elections Systems Maintenance & Support Services Agreement | Kendra Anderson |
| Q. | 10:45 Amended Open Burning Restriction | Carol Seeger |
| R. | 10:50 Vanguard Proposed Settlement | Carol Seeger |

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

S. 10:55 NWS Severe Thunderstorm Warning Change David King

WORKSHOP

T. 11:15 Annual STIP Presentation – Wyoming Department of Transportation

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 19, 2021
Board of Commissioners Regular Meeting, July 20, 2021
Board of Commissioners Executive Session, July 20, 2021
Board of Commissioners Airport Board Meeting, July 21, 2021

**MONTHLY REPORTS**
Treasurer's Office – June 2021
Worker's Comp – 2nd Quarter 2021
941 Tax Report – 2nd Quarter 2021

**PAYROLL PAYMENTS**
July 10, 2021

**CANCELLATION/REBATE OF TAXES**
#4312, 4613, 4314

**MILL LEVY REPORT 2021**
Submission of the 2021 Report of Valuations, Levies and Taxes for Campbell County

**MOBILE COMPUTING DEVICE REQUESTS**
Attorney's Office – Marcy Owens, Legal Assistant III

**POSITION VACANCY JUSTIFICATIONS**
CAM-PLEX – Director of Sales & Marketing
Parks & Recreation – Parks Maintenance Tech – Golf Course

**SICK LEAVE TRANSFERS**
Request transfer of 40 hours from Employee #176778 to Employee #660949
Request transfer of 16 hours from Employee #538290 to Employee #660949
Request transfer of 32 hours from Employee #533851 to Employee #620592
Request transfer of 8 hours from Employee #146077 to Employee #620592
Request transfer of 40 hours from Employee #224418 to Employee #620592

**HAND WARRANTS**

| | |
|---|---|
| Campco Federal Credit Union | $226.01 |
| Campbell County Clerk Tax Account | 291,233.14 |
| Campbell County Treasurer – HSA/FLX | 44,884.30 |
| Great West Trust Company | 29,627.50 |
| Sheridan County Circuit Court | 284.05 |
| Wyoming Child Support | 1,244.85 |
| WAG – Division of Criminal Investigation | 468.00 |
| WAG – Division of Criminal Investigation | 60.00 |
| IRS – Department of Treasury | 3,466.62 |
| Wyoming Department of Workforce Services – WC | 85,328.49 |

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

| | |
|---|---|
| Wyoming Department of Revenue & Taxation | 4,303.33 |
| CCEHBTA – Health | 722,850.28 |
| CCEHBTA – Dental | 41,167.40 |
| Delta Dental Plan of Wyoming | 1,812.60 |
| HM Life Insurance | 178,251.72 |
| Gallagher Benefit Services (Reliance) | 18,333.08 |
| Vision Service Plan | 8,226.75 |
| WAG – Division of Criminal Investigation | 507.00 |

*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 19, 2021
Gillette, WY

The Campbell County Board of Commissioners met with the County Managers, Monday, July 19, 2021 at 1:30 PM.

Present were Bob Maul, DG Reardon, Del Shelstad, Colleen Faber, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director; Sean Brown, Deputy County Attorney; Jane Glaser, Public Health Director; Troy Clements, County Assessor; Kevin Geis, Road and Bridge Director; Jeff Bender, Fire Chief; Dwayne Dillinger, Parks and Recreation Director; Kevin Geer, Parks Superintendent; Matt Olsen, Public Works Director; Phil Harvey, IT Manager; Bob Tranas, CDSCC Director; Chad Beeman, Adult Treatment Court Coordinator; Jim Lyon, Juvenile Probation Director; Robert Henning, Museum Director; Rachael Knust, County Treasurer; Scott Matheny, County Sheriff; Todd Chatfield, Interim Airport Director; Terri Lesley, Library Director, Kim Fry, Extension Educator; David King, Emergency Manager; Tony Langone, Fleet Manager; Liz Edwards, Fair Coordinator; Jeff Esposito, CAM-PLEX Director and Will Hastreiter, Director of Operations. Commissioner Bell was absent from the meeting.

Discussion was held on position vacancy justifications for CAM-PLEX, Public Works and the Sheriff's Office.

Liz Edwards provided an update on the upcoming Fair activities, which is being held July 30th through August 8th.

Carol Seeger provided an update on the employee evaluation process.

Susan Saunders provided an update on proposed changes to line-item transfers.

Carol Seeger discussed the Chamber of Commerce membership benefits.

Jeff Esposito and Matt Olsen provided an update on the Camporee Site Selection.

Matt Olsen announced that the parking garage resurfacing project is complete.

It was announced that the employee picnic is Thursday at CAM-PLEX park.

Commissioner Reardon moved to approve up to $1,300 from General County Staff Development 013.6517.2 to pay tuition fees for the FY2021-2022 Gillette Area Leadership Institute for Jared A. Dillinger. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

There being no further business to come before the Commissioners, the meeting was adjourned at 2:25 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Bob Maul, Commissioner
Board of County Commissioners

Office of County Commissioners
July 20, 2021
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, July 20, 2021. Chairman Maul called the meeting to order at 9:00 AM. Pastor Ed Sisti led in prayer and Chairman Maul led the Pledge of Allegiance.

Present were Rusty Bell, DG Reardon, Bob Maul, Del Shelstad, Colleen Faber, Commissioners, Kendra Anderson, Deputy County Clerk; Carol Seeger, Commissioners Administrative Director; Mitch Damsky, County Attorney and Sean Brown, Deputy County Attorney.

The following consent agenda was presented:

MINUTES:

Board of Commissioners Directors Workshop, July 6, 2021
Board of Commissioners Regular Meeting, July 7, 2021

MONTHLY REPORTS:

Clerk of District Court – June 2021
County Clerk – June 2021
Sheriff's Office – June 2021
Sheriff's Office, Detention – June 2021

PAYROLL PAYMENTS:

June 26, 2021
June 30, 2021

CANCELLATION/REBATE OF TAXES:

#4309

CREDIT CARD INCREASE REQUEST:

Public Works – Increase Credit Limit from $3,000 to $5,000

LETTER OF SUPPORT:

Letter of Support for the approval of the Air Quality Permit Application to Energy Capital Economic Development for the purposes of operating the Wyoming Innovation Center.

LINE ITEM TRANSFERS FY2020-2021:

Parks & Recreation - Transfer $4,000 from 7710.6166 Professional Fees to 7710.6102 Assoc., Comm., Dues & Fees; transfer $1,700 from 7710.6531 General Supplies to 7710.6102 Assoc., Comm., Dues & Fees, transfer $770 from 7710.6704 Pesticides to 7710.6705 Irrigation Parts; transfer $605 from 7710.6785 Well Maintenance to 7710.6970 Port-O-Johns

POSTION VACANCY JUSTIFICATIONS:

CAM-PLEX – HR/Finance Manager
Public Works/Solid Waste Division – Equipment Operator, Senior
Sheriff's Office – Administrative Assistant
Sheriff's Office – Detention Officer

SCHOLARSHIPS:

Approval of Alexis Porter, Coy Morris, and Keeli Marker for the University of Wyoming 2021-2022 County Commissioners Scholarship and approval of up to $2,000

($500 per semester, per student) from Operating Contingency 013.7531 for scholarships for Kelli Ellison and Emily Acord.

Approval of Elizabeth Wood for the University of Wyoming 2021-2022 County Commissioners Renewal Scholarship and approval of up to $7,000 ($500 per semester, per student) from Operating Contingency 013.7531 for scholarships for Jessica Reyes-Castro, Emanuel Diaz, Madison Strohschein, Ryan Schmidt, Mikaela Easton, Dezerae Cortez, and Spencer Gauthier.

HAND WARRANTS:

| | |
|---|---|
| Campco Federal Credit Union | $950.00 |
| Campbell County Clerk Tax Account | 20,527.92 |
| Campbell County Treasurer – HSA/FLX | 2,561.83 |
| Great West Trust Company | 4,595.00 |
| Campco Federal Credit Union | 226.01 |
| Campbell County Clerk Tax Account | 293,503.08 |
| Campbell County Treasurer – HSA/FLX | 45,348.80 |
| Sheridan County Circuit Court | 284.05 |
| Great West Trust Company | 43,932.56 |
| Wyoming Child Support | 1,244.85 |
| CCEHBTA – Health | 739,644.52 |
| CCEHBTA – Dental | 41,417.20 |
| Delta Dental Plan of Wyoming | 1,827.80 |
| Gallagher Benefits (Reliance) | 18,971.18 |
| VSP of Wyoming | 8,093.10 |
| Mandy Thomas | 75.00 |

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

Sheriff Scott Matheny, Captain Eric Seeman and the Sheriff's Staff were presented with the MVP award.

Several people provided public comment.

Commissioner Bell moved to approve the Contract for Services between the Board of County Commissioners and CLIMB Wyoming, in the amount not to exceed $20,000 from the Optional One Percent Sale Tax, for the period of July 1, 2021 to June 30, 2022, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved approve the Contract for Services between the Board of County Commissioners and Personal Frontiers, Inc, in the amount not to exceed $25,000 from the Optional One Percent Sales Tax, for the period of July 1, 2021 to June 30, 2022, as presented. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the Contract for Services between the Board of County Commissioners and the Council of Community Services, in the amount not to exceed $26,775 from the Optional One Percent Sale Tax, for the period of July 1, 2021 to June 30, 2022, as presented. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Commissioner Shelstad moved to appoint Ron Wirthwein to the Council of Community Services Board to serve a three-year term, ending June 30, 2024, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to approve Amendment One to the Contract between Wyoming Department of Health, Public Health Division and Campbell County extending from June 30, 2021 to June 30, 2024 to perform response activities for Public Health Crisis Response COVID-19, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to approve the Certificate of State Grant-In-Aid between the Wyoming Department of Transportation, Aeronautics Division, and Campbell County, State Project No. AGC026X, to replace the Instrument Landing System (ILS) and associated work at the Northeast Wyoming Regional Airport, in the amount of $244,984 with a county match of $61,246, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the Subaward Agreement between Volunteers of America Northern Rockies and Campbell County, in the amount of $36,491, Award Number 2020-JX-FX-K001, to attain and maintain compliance with the Core Protections of the Federal Juvenile Justice and Delinquency Prevention Act, for the period of July 1, 2021 to June 30, 2022, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Shelstad moved to approve Resolution Number 2088 giving consent to the Board of Trustees of the Campbell County Hospital District to enter into a contract with the University of Colorado Health (UC Health), as presented. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved approve the extension of the service area for Ruff's Bar to an area to be fenced adjacent to its licensed building, as presented. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to convene into Executive Session to discuss pending litigation. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

The Board reconvened into their regular meeting at 11:25 AM.

There being no further business to come before the Commissioners the meeting was adjourned at 11:25 AM. The next regular meeting of the Commissioners will be held Tuesday, August 3, 2021, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Kendra Anderson, Deputy County Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

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

Office of County Commissioners
July 21, 2021
Gillette, WY

The Campbell County Board of Commissioners attended the Airport Board Meeting, Wednesday, July 21, 2021, at 4:00 PM.

Present were Del Shelstad, Bob Maul, Colleen Faber, DG Reardon, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director; Sean Brown, Deputy County Attorney and members of the Airport Board. Commissioner Rusty Bell was absent from the meeting.

Updates were provided on the Airport's Director position and the FBO Terminal Construction project.

Shelly Besel announced that the Airport will be part of the Chamber Mixer at CAM-PLEX August 26, 2021.

The Commissioners commented on how nice the airport's new entry sign looks.

There being no further business to come before the Board, the Commissioners left the meeting at 4:10 PM.

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|---|---|
| Susan F. Saunders, Clerk | Bob Maul, Chairman |
| Board of County Commissioners | Board of County Commissioners |

**FISCAL YEAR 2020-2021**

**June 30, 2021**

| | | | |
|---|---|---|---|
| FIB | 353153976 | 35,281.11 | |
| FNB | 007-8 | 13,428,126.93 | |
| ACH | 308-5 | 847,532.51 | |
| FNB CCSD | 086-8 | 2,618.06 | |
| FNB Flex | 568-1 | 20,795.90 | |
| FNB Health Benefits | 315-8 | 1,743,815.08 | |
| FNB Special Escrow | 74-4 | 17,291,035.90 | |
| FNB Airport PFC Account | 133-3 | 224,353.51 | |
| FNB Library Credit Card Fees | 862-1 | 179.11 | |
| FNB Museum Credit Card Fees | 11092301 | 469.35 | |
| FNB North Landfill Credit Card Fees | 864-8 | 8,017.49 | |
| FNB Narcotics Federal Forfeitures | 107-4 | 0.00 | |
| FNB Recreation Credit Card Fees | 139-2 | 14,277.59 | |
| FNB State Drug Forfeiture Funds | 132-5 | 22,388.07 | |
| FNB Taxes Paid in Protest | 2075305 | 0.73 | |
| FNB-CDSCC-Region 13 Preschool Service | 24-8 | 228,289.55 | |
| FNB-CDSCC-Early Head Start | 91-4 | 85.33 | |
| NSF Checks | | 2,772.13 | |
| Long & Short-Treasurer | | 2,100.00 | |
| Clerk-Dist Crt-Sheriff-Engineer-Landfill-Public Health-Parks & Rec-Mus | | 8,839.50 | |
| Cash & Currency | | 6,150.00 | |
| **TOTAL CASH ACCOUNTS** | 33,887,127.85 | | |
| **TOTAL TDOA'S** | 248,348,662.29 | | |
| Premium & Discounts | | 22,538.91 | |
| WGIF-Building Maintenance | | 40,122,857.51 | 177,921,907.75 |
| WGIF-Campus Maintenance | | 4,169,935.48 | |
| WGIFCampus Maintenance Tec | | 2,617,670.46 | |
| WGIF-Capital Replacement Reserve | | 95,626,761.44 | |
| WGIF-Fleet Management | | 7,011,436.56 | |
| WGIF-Fleet Mgmt-PLB -City | | 762,457.25 | |
| WGIF-Gillette College Activity & Education Center | | 0.00 | |
| WGIF-Gillette College Rodeo | | 0.00 | |
| WGIF-Jt Powers Rec Maint Fund | | 8,941,139.01 | |
| WGIF-Road Equipment | | 2,285,195.72 | |
| WGIF-1% Road Machinery Repl | | 1,000,331.01 | |
| WGIF-Short Term Future Cap Const | | 15,384,123.31 | |
| WYOSTAR-1% Municipalities | | 1,156,036.14 | 68,597,255.79 |
| WYOSTAR-1% Optional | | 6,796,742.16 | |
| WYOSTAR-Cap Fac Excess | | 11,856.50 | |
| WYOSTAR-CCSD Dist Fund | | 1,386.39 | |
| WYOSTAR-Enhanced 911 | | 248,948.95 | |
| WYOSTAR-Fleet Management | | 0.00 | |
| WYOSTAR-General | | 44,349,696.66 | |
| WYOSTAR-General Held Revenues | | 0.00 | |
| WYOSTAR-Health Benefits | | 4,034,923.89 | |
| WYOSTAR-PILT | | 3,846,588.56 | |
| WYOSTAR-Pronghorn Center Main Reserve | | 1,327,457.00 | |
| WYOSTAR-SCFM | | 5,156,011.32 | |
| WYOSTAR-Town of Wright Rec Maintenance | | 1,667,608.22 | |
| WYOSTAR-Wyoming Lottery/Off Track Betting | | 1,829,498.75 | |
| **TOTAL** | | 282,258,329.05 | |

Approved by the Board of County Commissioners this ______________ day of ______________, 2021.

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THE STATE OF WYOMING

ss.

County of Campbell

I, Rachael Knust, being first duly sworn according to law, on my oath do depose and say that I am County Treasurer within and for the County of Campbell in the State aforesaid; that the within and foregoing represents a true and correct Trial Balance of my records at the close of business July 26, 2021; that my statement of Cash is just, true and correct, so help me God.

Yvonne Wagner, Deputy

County Treasurer

Subscribed and sworn to be before this 26 day of July, 2021.

Susan F. Saunders

County Clerk

| 6/30/2021 | |
|---|---|
| Airport | (0.00) |
| American Road | 0.00 |
| Antelope Valley | 0.00 |
| Bennor Estates | (0.00) |
| BOCHES | (0.00) |
| Bond Disclosure | 4,500.00 |
| Box N Ranch Rd | 0.00 |
| Brunsen | 0.00 |
| Buckskin | 0.00 |
| Car Company Tax | 0.00 |
| Cash Reserve | 15,000,000.00 |
| Cemetery | 0.00 |
| Central Campbell County | 0.00 |
| Certificates of Purchase | 0.00 |
| City of Gillette | 0.00 |
| Collins Heights | 0.00 |
| Cottonwood I&S | 0.00 |
| County Sales Tax | 111.37 |
| Country Living Acres | 0.00 |
| Countryside I&S | 0.00 |
| Crestview I & S | 0.00 |
| Donkey Creek | 0.00 |
| Eight Mile I&S | 0.00 |
| Fair | 0.00 |
| Fire | 0.00 |
| Foundation | 0.00 |
| Fox Park | 0.00 |
| Fox Ridge | 0.00 |
| Freedom Hills | 0.00 |
| General County | 41,553,508.17 |
| Graceland | 0.00 |
| Green Valley Estates | 0.00 |
| Health Benefits Trust | 6,101,490.19 |
| Heritage Village | (0.00) |
| High Country Estates | 0.00 |
| Highway VIN Fees | 10.00 |
| Hospital | 0.00 |
| Hospital Bond | 40.43 |
| Hospital Bond Interest | 5.02 |
| Interstate Industrial | 0.00 |
| Investments-1% Muni Jt Powers | 1,155,725.15 |
| Investments-1% Optional | 7,299,521.25 |
| Investments-Building Maintenance | 40,122,857.51 |
| Investments-Campus Maintenance | 4,169,935.48 |
| Investments-Campus Tech Center- Fund 004/027 | 2,617,670.46 |
| Investments-Cap Fac Excess | 12,016.56 |
| Investments-Capital Replace Reserve | 95,626,761.44 |
| Investments-Enhanced 911 Fees | 248,948.95 |
| Investments-Fleet Management | 11,059,420.54 |
| Investments-Gillette College | 0.00 |
| Investments-Jt Powers Rec Maintenance - Fund 028 | 8,941,139.01 |
| Investments-PILT | 3,846,588.56 |
| Investments-Pronghorn Center Main Reserve | 1,327,457.00 |
| Investments-SCFM County Road Funds | 5,156,011.32 |
| Investments-Short Term Future Capital Construction-Fund 69( | 15,384,123.31 |
| Investments-Town of Wright Rec Maintenance-Fund 695 | 1,667,608.22 |
| Investments-Wyoming Lottery/Off Track Betting | 1,829,498.75 |
| Library | 0.00 |
| Lodging Tax | 0.00 |
| Los Caballos | 0.00 |
| McKenny | 0.00 |
| Meadow Springs I&S | 0.00 |
| Means | 0.00 |
| Means,Carter,N Hannum | 0.00 |
| Moon Ridge | 0.00 |
| Motor Vehicle County Fees | 533,321.29 |
| Motor Vehicle State Fees | 315,975.61 |
| Motor Vehicle Non Apportioned Fees | 0.00 |
| Motor Vehilce Temp Sticker/paper Fee | 0.00 |
| Mobile Machinery County Fees | 0.00 |
| Mobile Machinery Pro-Rate | 0.00 |
| Motor Vehicle Pro-Rate | 0.00 |
| Motor Vehicle In Transit Permit | 120.00 |
| Motor Vehicle Temp Worker Decals | 0.00 |
| Museum | 0.00 |
| North Rangeland | 0.00 |
| Organ Donor Donations | 37.00 |
| Oriva Hills | 0.00 |
| Overbrook I&S | 0.00 |
| Peoples | 0.00 |
| Pineview | 0.00 |
| Pinnacle Heights | 0.00 |
| Prairieview | 74,737.66 |
| Predatory | 0.00 |
| Premium & Discounts | 22,538.91 |
| Rafter D | 0.00 |
| Recreation | (0.00) |
| Rock Road I&S | 0.00 |
| Rocky Point | 0.00 |
| Rustic Hills | 0.00 |
| Sales & Use Tax | 898,879.02 |
| School--1 Mill Optional | 0.00 |

| | |
|---|---|
| School--6 Mill County Wide | 225.19 |
| School--25 Mill Special School | 938.43 |
| School--BOCES | 0.00 |
| School--Cap Main | 0.00 |
| School--General School | 15.09 |
| School--Rec Mill | 37.53 |
| School Bond Redemption | 0.00 |
| School Bond Redemption Interest | 0.00 |
| Small Buttes | 0.00 |
| ~~South Douglas Hwy~~ | ~~(0.00)~~ |
| Southern Industrial | 0.00 |
| Southfork Estates | 0.00 |
| Southside | 0.00 |
| Special Escrow | 17,286,535.90 |
| Stonegate Estates | 0.00 |
| Sundog | 0.00 |
| Taxes-Transportable Homes | 0.00 |
| Taxes-2020 | (0.00) |
| Taxes-Interest 2020 | 0.00 |
| Taxes-2019 | 0.00 |
| Taxes-Interest 2019 | (0.00) |
| Taxes-2018 | 0.00 |
| Taxes-Interest 2018 | 0.00 |
| Taxes-2017 | (0.00) |
| Taxes-Interest 2017 | 0.00 |
| Taxes-2016 | 0.00 |
| Taxes-Interest 2016 | 0.00 |
| Taxes-2015 | (0.00) |
| Taxes-Interest 2015 | 0.00 |
| Taxes-2014 | 0.00 |
| Taxes-Interest 2014 | 0.00 |
| Taxes-2013 | 0.00 |
| Taxes-Interest 2013 | 0.00 |
| Taxes-2012 | 0.00 |
| Taxes-Interest 2012 | 0.00 |
| Taxes-2011 | 0.00 |
| Taxes-Interest 2011 | 0.00 |
| Taxes-2010 | 0.00 |
| Taxes-Interest 2010 | 0.00 |
| Taxes-2009 | 0.00 |
| Taxes-Interest 2009 | 0.00 |
| Taxes-2008 | 0.00 |
| Taxes-Interest 2008 | 0.00 |
| Taxes-2007 | 0.00 |
| Taxes-Interest 2007 | 0.00 |
| Taxes-2006 | 0.00 |
| Taxes-Interest 2006 | 0.00 |
| Taxes-2005 | 0.00 |
| Taxes-Interest 2005 | 0.00 |
| Taxes-2004 | 0.00 |
| Taxes-Interest 2004 | 0.00 |
| Taxes-2003 | 0.00 |
| Taxes-Interest 2003 | 0.00 |
| Taxes-2002 | 0.00 |
| Taxes-Interest 2002 | 0.00 |
| Taxes-2001 | 0.00 |
| Taxes-Interest 2001 | 0.00 |
| Taxes-2000 | 0.00 |
| Taxes-Interest 2000 | 0.00 |
| Taxes-1999 | 0.00 |
| Taxes-Interest 1999 | 0.00 |
| Taxes-1998 | 0.00 |
| Taxes-Interest 1998 | 0.00 |
| Taxes-1997 | 0.00 |
| Taxes-Interest 1997 | 0.00 |
| Taxes-1996 | 0.00 |
| Taxes-Interest 1996 | 0.00 |
| Taxes-1995 | 0.00 |
| Taxes-Interest 1995 | 0.00 |
| Taxes-1994 | 0.00 |
| Taxes-Interest 1994 | 0.00 |
| Taxes-1993 | 0.00 |
| Taxes-Interest 1993 | 0.00 |
| Taxes-1992 | 0.00 |
| Taxes-Interest 1992 | 0.00 |
| Taxes-1991 | 0.00 |
| Taxes-Interest 1991 | 0.00 |
| Taxes-1990 | 0.00 |
| Taxes-Interest 1990 | 0.00 |
| Taxes Paid in Protest | 0.73 |
| Town of Wright | 0.00 |
| Veterans Exemptions | 0.00 |
| Watercraft VIN Fees | 0.00 |
| Weed & Pest | (0.00) |
| Wessex Impr & Service | 0.00 |
| Wild Horse Creek I&S | 0.00 |
| Wildlife Conservation Donation | 18.00 |
| Wright Water & Sewer | 0.00 |
| | 282,258,329.05 |
| | |
| | 282,258,329.05 |
| | 282,258,329.05 |
| | 0.00 |

SUMMARY

COUNTY TREASURER
of
Campbell County

**6/30/2021**

THE STATE OF WYOMING

ss.

County of Campbell

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

Yvonne Wagner Deputy
County Treasurer

Subscribed and sworn to before me this 26 day of July ,A.D. 2021.

Susan F Saunders
County Clerk

Filed in the office of the County Clerk

______________________________, A.D. 2021

______________________________
County Clerk.

Approved by the Board of County Commissioners this _ day of_ , A.D. 2021

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WORKER'S COMP
2ND QTR 2021

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

The State of Wyoming
County of Campbell } ss.

This instrument was filed
on the____day of________
20______.

____________________
County Clerk

By____________________
Deputy

## File Contribution and Wage Report Wages - Uploaded Employ

* Required Information

| | |
|---|---|
| Employer Account Number(EAN) | 09-81685-0-03 |
| Employer Name | CAMPBELL COUNTY |
| CDS Vendor Name | N/A |
| Trade Name/Client Name | CAMPBELL COUNTY |
| Submitted By | Amanda M Milnes |
| Quarter/Year | 2/2021 |
| Report Type | Original |
| Effective Period | 04/01/2021 to 06/30/2021 |
| Current Workers' Compensation Account Number | 000003111 |

**File Summary** includes records that have passed validation and will be processed. Please review errors/warnings if identified.

Click < Back to choose a different or corrected file. Click Next > if you want to continue with any previously uploaded files.

**File Summary:**

| File Name | No. of Employees on File | No. of Employees Processed | Total UI Wages Processed | Total Workers' Compen Wages Processed |
|---|---|---|---|---|
| 2021 2nd QTR WC.csv | 974 | 974 | $7,146,573.08 | $7,408,517.30 |

TWR-010

# File Contribution and Wage Report Verification

| | |
|---|---|
| Employer Account Number(EAN) | 09-81685-0-03 |
| Employer Name | CAMPBELL COUNTY |
| CDS Vendor Name | N/A |
| Trade Name/Client Name | CAMPBELL COUNTY |
| Submitted By | Amanda M Milnes |
| Quarter/Year | 2/2021 |
| Report Type | Original |
| Effective Period | 04/01/2021 to 06/30/2021 |
| This Report is Due By | July 31, 2021 |
| Current Workers' Compensation Account Number | 000003111 |

The number of covered workers who worked or received pay for the period:

| Apr 12th 2021 | May 12th 2021 | Jun 12th 2021 |
|---|---|---|
| 564 | 574 | 595 |

***NOTE:** You have reported 1801 workers and due to the large number, the wages will not be available immediately in WyUI and the Wages Paid in Excess of $27300.00 may not be correct. Verify the Wages Paid in Excess of $27300.00 and select the Recalculate button. The wage detail for this report will be processed and available in WyUI after 8:00am tomorrow.*

| | |
|---|---|
| Total UI Wages Paid | $7,146,573.08 |
| UI Wages Paid in Excess of $27,300 | $ 1,471,059.60 Recalculate |
| Taxable Wages | $5,675,513.48 |
| UI Contribution Rate | .00000 |

| | |
|---|---|
| Contribution Due | $0.00 |
| Interest @ 2% If Paid after : 07/31/2021 | $.00 |
| **Total Amount Due for the Reporting Qtr** | **$0.00** |

| NAICS/Class Code | Workers' Compensation Number of Employees | Total WC Wages($) | Premium Rate | Workers' Compensation Premium Due |
|---|---|---|---|---|
| 000010R | 189 | $1508538.23 | 0.002200 | $3318.78 |
| 950000V | 1 | $612.00 | 0.013900 | $8.51 |
| 950000I | 134 | $43044.00 | 0.013900 | $598.31 |
| 950000R | 650 | $5856323.07 | 0.013900 | $81402.89 |
| **Totals:** | **974** | **$7408517.30** | | |
| Total Workers' Compensation Premium Due for the Report Qtr: | | | | $85328.49 |

| | |
|---|---|
| Workers' Compensation Interest @ 1% If Paid after 07/31/2021: | $0.00 |
| Workers' Compensation Late Filing Penalty (after 30 days past Report Due Date): | $0.00 |
| **Total Workers' Compensation Amount Due for the Report Qtr:** | **$85328.49** |

***NOTE:*** *WC Premium may change in the future, contact Workers' Compensation division for the correct amount to be paid if not paid now.*

Help

Back Submit

The Wyoming Department of Workforce Services is an equal opportunity employer.
Auxiliary aids and services are available upon request to individuals with disabilities.

TWR-011

## Contribution and Wage Report Confirmation

| | |
|---|---|
| Employer Account Number(EAN) | 09-81685-0-03 |
| Employer Name | CAMPBELL COUNTY |
| CDS Vendor Name | N/A |
| Trade Name/Client Name | CAMPBELL COUNTY |
| Submitted By | Amanda M Milnes |
| Quarter/Year | 2/2021 |
| Report Type | Original |
| Effective Period | 04/01/2021 to 06/30/2021 |
| Current Workers' Compensation Account Number | 000003111 |

NOTE: Workers' Compensation premium may change in future, contact Workers' Compensation Division for the correct amount to be paid if not paid now.

The Contribution and Wage Report has been submitted for 2/2021, on 07/21/2021 08:04 AM. It is recommended to retain a copy for your records. To print a copy , select to print Print Contribution Report Summary. If you want to keep a list of the worker wage detail select to Print Wage Report . If a payment is due, click on Make Online Payment button.

To file another tax report, select File Another Tax/Wage Report.

**Home** **Make Online Payment/Print Payment Voucher**

TWR-027

# Payment

* Required Information

| | |
|---|---|
| Employer Account Number | 09-81685-0-03 |
| Employer Name | CAMPBELL COUNTY |
| CDS Vendor Name | N/A |
| Trade Name/Client Name | CAMPBELL COUNTY |

**The following table displays the outstanding balances due. Any payment made within the last 3 business days may not be reflected here.**

| **Workers Compensation(WC) Details:** | |
|---|---|
| **Workers Compensation Total Due : 85328.49** | |
| **Workers Compensation Account Number(WCAN):** | **Workers Compensation Payment Amount($):** |
| 000003111 | 85,328.49 |

| | |
|---|---|
| **Total Payment Amount (UI+WC):** | 85328.49 |

*** Select your method of payment below**

○ **ACH Debit - Checking Account**

○ **ACH Debit - Saving Account**

◉ **Payment By Mail**

**Interest accrues on a Daily basis.**

To discontinue the payment process, select **'Exit'**.

Help

Exit Back Next

098168500300000000000000885270000000000000

# Voucher Receipt

Thanks for using WYUI, Wyoming UI System. Please print this page and mail it with your Payment.

**Print Instruction :**

1. Press Ctrl + P on your keyboard. A popup window will appear. If it does not, please enable popups.
2. Click Print to print the voucher receipt.
   Or
3. Click Cancel to abort.

| | |
|---|---|
| Employer Account Number | 09-81685-0-03 |
| Employer Name | CAMPBELL COUNTY |
| Voucher Id | 88527 |
| Total Payment Amount ($) | 85328.49 |

**Make Check Payable To:** Department of Workforce Services
P O Box 2648
Casper, WY 82602.

**Notice to Employer:** Interest accrues on a Daily basis.

If there is an outstanding amount for the Interest Assessment, the payment will be applied to this amount first or in accordance with Division procedures.

| **Workers Compensation(WC) Details:** | |
|---|---|
| **Workers Compensation Account Number(WCAN):** | **Workers Compensation Payment Amount($):** |
| 000003111 | 85328.49 |

| | |
|---|---|
| **Total Payment Amount (UI+WC):** | 85328.49 |

**Home**

941 TAX REPORT
2ND QTR 2021

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

The State of Wyoming
County of Campbell } ss.

This instrument was filed on the____day of__________
20______

________________________
County Clerk

By______________________
Deputy

960311

# Schedule B (Form 941):

## Report of Tax Liability for Semiweekly Schedule Depositors

(Rev. January 2017) Department of the Treasury — Internal Revenue Service

OMB No. 1545-0029

**Employer identification number (EIN)** 8 3 – 6 0 0 0 1 0 3

**Name** (*not your trade name*) County of Campbell

**Calendar year** 2 0 2 1 (Also check quarter)

**Report for this Quarter...** (Check one.)

- ☐ **1:** January, February, March
- ☒ **2:** April, May, June
- ☐ **3:** July, August, September
- ☐ **4:** October, November, December

**Use this schedule to show your TAX LIABILITY for the quarter; don't use it to show your deposits. When you file this form with Form 941 or Form 941-SS, don't change your tax liability by adjustments reported on any Forms 941-X or 944-X. You must fill out this form and attach it to Form 941 or Form 941-SS if you're a semiweekly schedule depositor or became one because your accumulated tax liability on any day was $100,000 or more. Write your daily tax liability on the numbered space that corresponds to the date wages were paid. See Section 11 in Pub. 15 for details.**

**Month 1**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | | 9 | | 17 | | 25 | |
| 2 | | 10 | | 18 | | 26 | |
| 3 | | 11 | | 19 | | 27 | |
| 4 | | 12 | | 20 | | 28 | |
| 5 | | 13 | | 21 | | 29 | |
| 6 | | 14 | | 22 | 285,201.52 | 30 | 20,060.00 |
| 7 | | 15 | | 23 | | 31 | |
| 8 | 285,411.76 | 16 | | 24 | | | |

**Tax liability for Month 1** 590,673.28

**Month 2**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | | 9 | | 17 | | 25 | |
| 2 | | 10 | | 18 | | 26 | |
| 3 | | 11 | | 19 | | 27 | |
| 4 | | 12 | | 20 | 294,391.68 | 28 | 20,430.00 |
| 5 | | 13 | | 21 | | 29 | |
| 6 | 290,599.98 | 14 | | 22 | | 30 | |
| 7 | | 15 | | 23 | | 31 | |
| 8 | | 16 | | 24 | | | |

**Tax liability for Month 2** 605,421.66

**Month 3**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | | 9 | | 17 | 292,630.32 | 25 | |
| 2 | | 10 | | 18 | | 26 | |
| 3 | 298,017.29 | 11 | | 19 | | 27 | |
| 4 | | 12 | | 20 | | 28 | |
| 5 | | 13 | | 21 | | 29 | |
| 6 | | 14 | | 22 | | 30 | 20,527.92 |
| 7 | | 15 | | 23 | | 31 | |
| 8 | | 16 | | 24 | | | |

**Tax liability for Month 3** 611,175.53

Fill in your total liability for the quarter (Month 1 + Month 2 + Month 3) ▶
**Total must equal line 12 on Form 941 or Form 941-SS.**

**Total liability for the quarter** 1,807,270.47

| Name (not your trade name) | Employer identification number (EIN) |
|---|---|
| County of Campbell | 83-6000103 |

**Part 3: Tell us about your business. If a question does NOT apply to your business, leave it blank.**

**17** **If your business has closed or you stopped paying wages** . . . ☐ Check here, and

enter the final date you paid wages  / /  ; also attach a statement to your return. See instructions.

**18** **If you're a seasonal employer and you don't have to file a return for every quarter of the year** . . . ☐ Check here.

| | | | |
|---|---|---|---|
| **19** | **Qualified health plan expenses allocable to qualified sick leave wages** | 19 | . |
| **20** | **Qualified health plan expenses allocable to qualified family leave wages** | 20 | . |
| **21** | **Qualified wages for the employee retention credit** | 21 | . |
| **22** | **Qualified health plan expenses allocable to wages reported on line 21** | 22 | . |
| **23** | **Credit from Form 5884-C, line 11, for this quarter** | 23 | . |
| **24** | **Reserved for future use** | 24 | . |
| **25** | **Reserved for future use** | 25 | . |

**Part 4: May we speak with your third-party designee?**

**Do you want to allow an employee, a paid tax preparer, or another person to discuss this return with the IRS?** See the instructions for details.

☒ Yes. Designee's name and phone number  Amanda Milnes  307-687-6465

Select a 5-digit personal identification number (PIN) to use when talking to the IRS.  7 1 6 1 8

☐ No.

**Part 5: Sign here. You MUST complete all three pages of Form 941 and SIGN it.**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

**X** **Sign your name here**  Susan F Saunders

Print your name here  Susan F. Saunders

Print your title here  County Clerk

Date  7/19/2021

Best daytime phone  307-682-7285

**Paid Preparer Use Only**  Check if you're self-employed . . . ☐

| | | | |
|---|---|---|---|
| Preparer's name | | PTIN | |
| Preparer's signature | | Date | / / |
| Firm's name (or yours if self-employed) | | EIN | |
| Address | | Phone | |
| City | State | ZIP code | |

| Name (not your trade name) | Employer identification number (EIN) |
|---|---|
| County of Campbell | 83-6000103 |

**Part 1: Answer these questions for this quarter.** *(continued)*

| | | | |
|---|---|---|---|
| 11d | **Total nonrefundable credits.** Add lines 11a, 11b, and 11c | 11d | . |
| 12 | **Total taxes after adjustments and nonrefundable credits.** Subtract line 11d from line 10 | 12 | 1,807,270 . 47 |
| 13a | Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Form 941-X, 941-X (PR), 944-X, or 944-X (SP) filed in the current quarter | 13a | 1,807,259 . 25 |
| 13b | Reserved for future use | 13b | . |
| 13c | Refundable portion of credit for qualified sick and family leave wages from Worksheet 1 | 13c | . |
| 13d | Refundable portion of employee retention credit from Worksheet 1 | 13d | . |
| 13e | **Total deposits and refundable credits.** Add lines 13a, 13c, and 13d | 13e | 1,807,259 . 25 |
| 13f | Total advances received from filing Form(s) 7200 for the quarter | 13f | . |
| 13g | **Total deposits and refundable credits less advances.** Subtract line 13f from line 13e | 13g | 1,807,259 . 25 |
| 14 | **Balance due.** If line 12 is more than line 13g, enter the difference and see instructions | 14 | 11 . 22 |

15 **Overpayment.** If line 13g is more than line 12, enter the difference [ . ] Check one: ☐ Apply to next return. ☐ Send a refund.

**Part 2: Tell us about your deposit schedule and tax liability for this quarter.**

**If you're unsure about whether you're a monthly schedule depositor or a semiweekly schedule depositor, see section 11 of Pub. 15.**

16 **Check one:** ☐ **Line 12 on this return is less than $2,500 or line 12 on the return for the prior quarter was less than $2,500, and you didn't incur a $100,000 next-day deposit obligation during the current quarter.** If line 12 for the prior quarter was less than $2,500 but line 12 on this return is $100,000 or more, you must provide a record of your federal tax liability. If you're a monthly schedule depositor, complete the deposit schedule below; if you're a semiweekly schedule depositor, attach Schedule B (Form 941). Go to Part 3.

☐ **You were a monthly schedule depositor for the entire quarter.** Enter your tax liability for each month and total liability for the quarter, then go to Part 3.

| | | |
|---|---|---|
| **Tax liability:** | **Month 1** | . |
| | **Month 2** | . |
| | **Month 3** | . |
| **Total liability for quarter** | | . **Total must equal line 12.** |

☒ **You were a semiweekly schedule depositor for any part of this quarter.** Complete Schedule B (Form 941), Report of Tax Liability for Semiweekly Schedule Depositors, and attach it to Form 941. Go to Part 3.

▶ **You MUST complete all three pages of Form 941 and SIGN it.** Next ▶

Form **941 for 2021: Employer's QUARTERLY Federal Tax Return** 950121

(Rev. March 2021) Department of the Treasury — Internal Revenue Service OMB No. 1545-0029

| | |
|---|---|
| Employer identification number (EIN) | 83-6001003 |
| Name (*not your trade name*) | County of Campbell |
| Trade name (*if any*) | Office of County Clerk |
| Address | 500 S. Gillette Ave. (Number, Street) 1600 (Suite or room number) |
| | Gillette (City) WY (State) 82716 (ZIP code) |
| | (Foreign country name) (Foreign province/county) (Foreign postal code) |

**Report for this Quarter of 2021** (Check one.)

- [ ] 1: January, February, March
- [x] 2: April, May, June
- [ ] 3: July, August, September
- [ ] 4: October, November, December

Go to *www.irs.gov/Form941* for instructions and the latest information.

Read the separate instructions before you complete Form 941. Type or print within the boxes.

**Part 1: Answer these questions for this quarter.**

| | | | |
|---|---|---|---|
| 1 | Number of employees who received wages, tips, or other compensation for the pay period including: *Mar. 12* (Quarter 1), *June 12* (Quarter 2), *Sept. 12* (Quarter 3), or *Dec. 12* (Quarter 4) | 1 | 739 |
| 2 | Wages, tips, and other compensation | 2 | 6,942,510.35 |
| 3 | Federal income tax withheld from wages, tips, and other compensation | 3 | 718,135.71 |
| 4 | If no wages, tips, and other compensation are subject to social security or Medicare tax | | ☐ Check and go to line 6. |

| | | Column 1 | | Column 2 |
|---|---|---|---|---|
| 5a | Taxable social security wages | 7,118,528.87 | × 0.124 = | 882,697.58 |
| 5a | (i) Qualified sick leave wages | . | × 0.062 = | . |
| 5a | (ii) Qualified family leave wages | . | × 0.062 = | . |
| 5b | Taxable social security tips | . | × 0.124 = | . |
| 5c | Taxable Medicare wages & tips | 7,118,528.87 | × 0.029 = | 206,437.34 |
| 5d | Taxable wages & tips subject to Additional Medicare Tax withholding | . | × 0.009 = | . |

| | | | |
|---|---|---|---|
| 5e | **Total social security and Medicare taxes.** Add Column 2 from lines 5a, 5a(i), 5a(ii), 5b, 5c, and 5d | 5e | 1,089,134.92 |
| 5f | **Section 3121(q) Notice and Demand—Tax due on unreported tips** (see instructions) | 5f | . |
| 6 | **Total taxes before adjustments.** Add lines 3, 5e, and 5f | 6 | 1,807,270.63 |
| 7 | Current quarter's adjustment for fractions of cents | 7 | -0.16 |
| 8 | Current quarter's adjustment for sick pay | 8 | . |
| 9 | Current quarter's adjustments for tips and group-term life insurance | 9 | . |
| 10 | **Total taxes after adjustments.** Combine lines 6 through 9 | 10 | 1,807,270.47 |
| 11a | Qualified small business payroll tax credit for increasing research activities. Attach Form 8974 | 11a | . |
| 11b | Nonrefundable portion of credit for qualified sick and family leave wages from Worksheet 1 | 11b | . |
| 11c | Nonrefundable portion of employee retention credit from Worksheet 1 | 11c | . |

▶ You MUST complete all three pages of Form 941 and SIGN it. Next ▶

# PAYROLL PAYMENT

***FOR THE PAY PERIOD (s) ENDING***

July 10, 2021

________________, ______

________________, ______

We do hereby approve the County Payroll as presented this 3RD day of August, 2021

| | |
|---|---|
| Member | Member |
| Member | Member |
| Chairman | |

7-5-2021
date processed

# PETITION FOR REBATE/CANCELLATION OF TAXES
# STATE OF WYOMING
# COUNTY OF CAMPBELL No: 4312

**NAME:** TNT SPECIALTIES

**NOTICE ISSUED FOR:**
**NOVC#**
**OTHER:** BUSINESS CLOSED

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

**YEAR** 2018
**ACCOUNT/PARCEL#** 30060383 **TAX NOTICE NO.** 22729
**DISTRICT NO.** 150

**ASSESSED VALUATION:** 201

**AMOUNT:$** 13.60

Troy D. Clements **COUNTY ASSESSOR**

**APPROVED:** ________ **DENIED:** ________

**THIS** 3 **DAY OF** August , **20**21

______________________________

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**BOARD OF COUNTY COMMISSIONERS**

**FILED** ______________________ **, 20** ___

______________________________ **COUNTY CLERK**

V57111
V5711

Maintain Past Years

Action Code: I

Schedule #: 30060383 Yr: 2018 Owner: TNT SPECIALTIES
Receipt # : 22729 Addr1: 2420 NOGALES WAY
Parcel ID : 17333300060383 Addr2:
City : GILLETTE St WY Zip 827162325

Book Page

District . . . : 150 CITY OF GILLETTE

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

| | Market | Taxable |
|---|---|---|
| Land : | | |
| Imps : | | |
| Eqlz : | | |
| Pers : | 2,112 | 201 |
| Exmpt: | | |
| State: | | |
| Total: | 2,112 | 201 |

----------- DESCRIPTION --------------
S:
PERSONAL PROPERTY

Lot/Sec:
Block/Twnshp: Range:
House#: 2420 Dir: St: NOGALES Suf: WAY Unt:

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

7-5-2021

Cancellation #4312
Business Closed

7-5-2021
date processed

# PETITION FOR REBATE/CANCELLATION OF TAXES
## STATE OF WYOMING
## COUNTY OF CAMPBELL No: 4313

**NAME:** TNT SPECIALTIES

**NOTICE ISSUED FOR:**
**NOVC#**
**OTHER:** BUSINESS CLOSED

___ PARTIAL
___ REBATE
_X_ CANCELLATION

**YEAR** 2019
**ACCOUNT/PARCEL#** 30060383 **TAX NOTICE NO.** 22783
**DISTRICT NO.** 150

**ASSESSED VALUATION:** 354

**AMOUNT:$** 24.04

Troy A Clements **COUNTY ASSESSOR**

**APPROVED:** ________ **DENIED:** ________

**THIS** 3 **DAY OF** August , 2021

________________________________________

________________________________________

________________________________________

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________________________________________

**BOARD OF COUNTY COMMISSIONERS**

**FILED** ____________________________ , 20 ___

____________________________ **COUNTY CLERK**

V57111
V5711

Maintain Past Years

Action Code: I

Schedule #: 30060383 Yr: 2019 Owner: TNT SPECIALTIES
Receipt # : 22783 Addr1: 2420 NOGALES WAY
Parcel ID : 17333300060383 Addr2:
City : GILLETTE St WY Zip 827162325

Book Page

District . . . : 150 CITY OF GILLETTE

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

| | Market | Taxable |
|---|---|---|
| Land : | | |
| Imps : | | |
| Eqlz : | | |
| Pers : | 3,729 | 354 |
| Exmpt: | | |
| State: | | |
| Total: | 3,729 | 354 |

----------- DESCRIPTION -------------
S:
PERSONAL PROPERTY

Lot/Sec:
Block/Twnshp: Range:
House#: 2420 Dir: St: NOGALES Suf: WAY Unt:

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

7-5-2021

Cancellation #4313
Business Closed

7-5-2021
date processed

# PETITION FOR REBATE/CANCELLATION OF TAXES
## STATE OF WYOMING
## COUNTY OF CAMPBELL No: 4314

**NAME:** TNT SPECIALTIES

**NOTICE ISSUED FOR:**
NOVC#
OTHER: BUSINESS CLOSED

___ PARTIAL
___ REBATE
X CANCELLATION

**YEAR** 2020
**ACCOUNT/PARCEL#** 30060383 **TAX NOTICE NO.** 22508
**DISTRICT NO.** 150

**ASSESSED VALUATION:** 263

**AMOUNT:$** 17.90

Troy A. Clements COUNTY ASSESSOR

**APPROVED:** ________ **DENIED:** ________

**THIS** 3 **DAY OF** August , 20 21

________________________________________
________________________________________
________________________________________
________________________________________
________________________________________

**BOARD OF COUNTY COMMISSIONERS**

**FILED** ______________________________ , 20 ___

______________________________________ **COUNTY CLERK**

V57111
V5711

Maintain Past Years

Action Code: I

Schedule #: 30060383 Yr: 2020 Owner: TNT SPECIALTIES
Receipt # : 22508 Addr1: ATTN TIMOTHY HEINDL
Parcel ID : 17333300060383 Addr2: 2420 NOGALES WAY
City : GILLETTE St WY Zip 827162325

Book Page

District . . . : 150 CITY OF GILLETTE

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

| | Market | Taxable |
|---|---|---|
| Land : | | |
| Imps : | | |
| Eqlz : | | |
| Pers : | 2,764 | 263 |
| Exmpt: | | |
| State: | | |
| Total: | 2,764 | 263 |

----------- DESCRIPTION -------------
S:
PERSONAL PROPERTY

Lot/Sec:
Block/Twnshp: Range:
House#: 2420 Dir: St: NOGALES Suf: WAY Unt:

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

7-5-2021

Cancellation # 4314
Business Closed

**Campbell County**

**REPORT OF VALUATIONS, LEVIES AND TAXES**

**2021**

**COUNTY VALUATION (as fixed by State Board):** **3,392,572,551**

**STATE LEVIES**

| LINE | PURPOSE OF LEVY | LEVY | TAXES LEVIED |
|---|---|---|---|
| 101 | STATE GENERAL FUND (4 MILLS MAXIMUM)<br>Art. 15, 4; Wyo. Stat. 39-13-104(a)(i) | | - |
| 102 | STATE CHARITABLE INSTITUTIONS (1 MILL MAXIMUM) | | - |
| 103 | STATE DEBT AND INTEREST<br>Art. 16, 1 & 2;Wyo. Stat. 39-11-102, 1 (e), Wyo. Stat. 39-13-104(a)(iii)<br>Wyo. Stat. 9-4-904. Wyo. Stat. 24-8-104. | | - |
| 104 | SCHOOL FOUNDATION PROGRAM (12 MILLS MAXIMUM)<br>Art. 15, 15 Wyo. Stat. 21-13-303(a) and (c) | 12.000 | 40,710,871 |
| **110** | **TOTAL STATE LEVY & TAXES** | **12.000** | **40,710,871** |

**COUNTY LEVIES- Operating**

| | | | |
|---|---|---|---|
| 201 | COUNTY HOSPITAL OPERATION | | - |
| 202 | COUNTY LIBRARY OPERATION | | - |
| 203 | COUNTY FAIR OPERATION | | - |
| 204 | COUNTY MUSEUM OPERATION | | - |
| 205 | PUBLIC ASSISTANCE AND SOCIAL SERVICES | | - |
| 206 | AIRPORT OPERATION | | - |
| 207 | CIVIL DEFENSE | | - |
| 208 | COUNTY BUILDING FUND | | - |
| 209 | ROAD AND BRIDGE PURPOSES | | - |
| 210 | RECREATION PURPOSES | | |
| 211 | PUBLIC HEALTH PURPOSES | | - |
| 212 | AGRICULTURE & HOME ECONOMICS | | - |
| 213 | OTHER COUNTY GENERAL FUND | 11.235 | 38,115,553 |
| 214 | FIRE PROTECTION (1 MILL MAXIMUM) (enter valuation in row below) | | - |
| | | | |
| **220** | **TOTAL OPERATING LEVY & TAXES (12 MILLS MAXIMUM)** | **11.235** | **38,115,553** |

**COUNTY LEVIES- Bonds & Interests**

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

**COUNTY LEVIES- GRAND TOTALS**

| | | | |
|---|---|---|---|
| **250** | **TOTAL COUNTY LEVY & TAXES (Lines 220 & 225)** | **11.235** | **38,115,553** |

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

**SCHOOL DISTRICT LEVIES**

| | *[Tax District Number]* | VALUATION | 3,392,572,551 |
|---|---|---|---|
| 301 | OPERATING LEVY (25 MILLS MANDATORY) | 25.000 | 84,814,314 |
| 302 | BOARD OF COOPERATIVE EDUCATIONAL SERVICES (2.5 MILLS MAXIMUM) | 0.500 | 1,696,286 |
| 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 | 3,392,573 |
| 306 | BONDS & INTEREST (TOTAL) | | - |
| **310** | **TOTALS** | **26.500** | **89,903,173** |

| | *[Tax District Number]* | 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** | **-** | **-** |

| | *[Tax District Number]* | 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** | **-** | **-** |

| | *[Tax District Number]* | 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** | **-** | **-** |

| | *[Tax District Number]* | 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 |
|---|---|---|---|
| | *[Tax District Number]* | **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** | - | - |
| | *[Tax District Number]* | **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** | - | - |
| | *[Tax District Number]* | **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** | - | - |
| | *[Tax District Number]* | **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** | **3,392,572,551** |
| **391** | **MANDATORY 6 MILL COUNTY SCHOOL LEVY AND TAXES** | **6.000** | **20,355,435** |
| | **TOTAL SCHOOL DISTRICT LEVIES** | | |
| **392** | **TOTAL SCHOOL TAXES (Lines 310,320,330,340,350,360,370,380,390,& 391)** | | **110,258,608** |
| | **COMMUNITY COLLEGE DISTRICT** | **VALUATION** | |
| 394 | COMMUNITY COLLEGE OPERATIONS (4 MILLS) | | - |
| 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** | - | - |

MUNICIPAL LEVIES

| LINE | PURPOSE OF LEVY | LEVY | TAXES LEVIED |
|---|---|---|---|
| ***City of Gillette*** | | | |
| ***150*** | | **VALUATION** | **295,478,111** |
| 401 | OPERATING (8 MILL MAXIMUM) | 8.000 | 2,363,825 |
| 402 | BONDS & INTEREST (TOTAL) | | - |
| **403** | **TOTALS** | **8.000** | **2,363,825** |
| ***Town of Wright*** | | | |
| ***147*** | | **VALUATION** | **10,814,123** |
| 404 | OPERATING (8 MILL MAXIMUM) | 8.000 | 86,513 |
| 405 | BONDS & INTEREST (TOTAL) | | - |
| **406** | **TOTALS** | **8.000** | **86,513** |
| ***[Name]*** | | | |
| ***[Tax District Number]*** | | **VALUATION** | |
| 407 | OPERATING (8 MILL MAXIMUM) | | - |
| 408 | BONDS & INTEREST (TOTAL) | | - |
| **409** | **TOTALS** | - | - |
| ***[Name]*** | | | |
| ***[Tax District Number]*** | | **VALUATION** | |
| 410 | OPERATING (8 MILL MAXIMUM) | | - |
| 411 | BONDS & INTEREST (TOTAL) | | - |
| **412** | **TOTALS** | - | - |
| ***[Name]*** | | | |
| ***[Tax District Number]*** | | **VALUATION** | |
| 413 | OPERATING (8 MILL MAXIMUM) | | - |
| 414 | BONDS & INTEREST (TOTAL) | | - |
| **415** | **TOTALS** | - | - |
| ***[Name]*** | | | |
| ***[Tax District Number]*** | | **VALUATION** | |
| 416 | OPERATING (8 MILL MAXIMUM) | | - |
| 417 | BONDS & INTEREST (TOTAL) | | - |
| **418** | **TOTALS** | - | - |
| ***[Name]*** | | | |
| ***[Tax District Number]*** | | **VALUATION** | |
| 419 | OPERATING (8 MILL MAXIMUM) | | - |
| 420 | BONDS & INTEREST (TOTAL) | | - |
| **421** | **TOTALS** | - | - |
| ***[Name]*** | | | |
| ***[Tax District Number]*** | | **VALUATION** | |
| 422 | OPERATING (8 MILL MAXIMUM) | | - |
| 423 | BONDS & INTEREST (TOTAL) | | - |
| **424** | **TOTALS** | - | - |
| ***[Name]*** | | | |
| ***[Tax District Number]*** | | **VALUATION** | |
| 425 | OPERATING (8 MILL MAXIMUM) | | - |
| 426 | BONDS & INTEREST (TOTAL) | | - |
| **427** | **TOTALS** | - | - |
| ***[Name]*** | | | |
| ***[Tax District Number]*** | | **VALUATION** | |
| 428 | OPERATING (8 MILL MAXIMUM) | | - |
| 429 | BONDS & INTEREST (TOTAL) | | - |
| **430** | **TOTALS** | - | - |
| ***[Name]*** | | | |
| ***[Tax District Number]*** | | **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)** | **2,450,338** |

## SPECIAL DISTRICT LEVIES AND TAXES

| LINE | NAME OF SPECIAL DISTRICT AND TAX DISTRICT # | VALUATION | LEVY | TAXES LEVIED |
|---|---|---|---|---|
| 501 | HOSPITAL DISTRICT - 100 | 3,392,572,551 | 3.000 | 10,177,718 |
| 502 | CEMETERY DISTRICT - 100 | 3,392,572,551 | 0.901 | 3,056,708 |
| 503 | WEED & PEST - 100 | 3,392,572,551 | 0.677 | 2,296,772 |
| 504 | HERITAGE BILLAGE W & S DISTRICT - 103 | 4,197,763 | 8.000 | 33,582 |
| 505 | ROCKY POINT W & S DISTRICT - 129 | 722,170 | 8.000 | 5,777 |
| 506 | ROCKY POINT W & S DISTRICT - 129 (Maintenance) | 722,170 | 8.900 | 6,427 |
| 507 | WRIGHT W & S DISTRICT - 146 | 14,061,929 | 8.000 | 112,495 |
| 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)** | | | **15,689,479** |

**GRAND TOTALS**

| | | |
|---|---|---|
| 601 | LINE 110, TOTAL STATE TAXES LEVIED | 40,710,871 |
| 602 | LINE 250, TOTAL COUNTY TAXES LEVIED | 38,115,553 |
| 603 | LINE 392, TOTAL SCHOOL DISTRICT TAXES LEVIED | 110,258,608 |
| 604 | LINE 399, TOTAL COMMUNITY COLLEGE TAXES LEVIED | - |
| 605 | LINE 450, TOTAL MUNICIPAL TAXES LEVIED | 2,450,338 |
| 606 | LINE 550, TOTAL SPECIAL DISTRICT TAXES LEVIED | 15,689,479 |
| **610** | **GRAND TOTAL, ALL TAXES LEVIED** | **207,224,849** |

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 2021 is true and correct. In Testimony Whereof, I have hereunto set my hand this 4th day of August A.D., 2021.

______________________________

County Assessor

# APPENDIX I

Campbell County
wyoming

## Campbell County

## Mobile Computing Device Request

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

## Employee Information

Name: Marcy Owens

Employee #: [redacted]

Title: Legal Assistant III

Department: CAO

Supervisor Name: Mitch Damsky

Type of Device access is being requested for: Cell Phone

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

Level of Access Requested: Email

Justification: Work from home or while on vacation

### Department Head Approval

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

**Signature:** MDamsky **Date:** 7/27/21

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

2021 - 062

# Position Vacancy Justification

| | | | | |
|---|---|---|---|---|
| Department: | CAM-PLEX | | Date: | **7/16/2021** |
| Position Title: | **Director of Sales & Marketing** | | | |
| Classification Band / Range: | **112** | Current Salary of Incumbent: | **$81,900** | |
| Salary Range: | Min **$68,728.01** | Mid **$85,910.02** | Max **$103,092.02** | |
| Justification for Hiring Position: | Filling existing budgeted position due to voluntary separation. | | | |
| Promoted Incumbent: | [redacted] | | | |
| Position Originated: | 1985 | | | |
| Funding Source for Position: | County: **Yes** | State: **No** | Federal: **No** | Other: **Yes** | Explain Other: City – 20% |
| Status Code: | Full-Time **Yes** | Part-Time | Number of Annual Hours: | **2080** |
| Reason for Vacancy: | Replacement due to voluntary separation: X | Replacement due to Retirement: | New Position: | |
| Existing Budgeted Position: | **Yes** | | | |
| Benefit Eligible: | **Yes** | | | |
| Department Head Signature & Date | 7/16/21 | | | |
| Commissioner Approval & Date: | | | | |

7/16/21

2021-063

# POSITION VACANCY JUSTIFICATION

| | | | |
|---|---|---|---|
| Department: | Parks & Recreation | Date: | July 16, 2021 |

Position Title: Parks Maintenance Tech- Golf Course

| | | | |
|---|---|---|---|
| Classification Band: | 107 | Current Salary: | $47,382.40 |

Salary Range: $43,076.80-$53,832.75

| | | | | | |
|---|---|---|---|---|---|
| Minimum: | $43,076.80 | Mid-Point: | $53,832.75 | Maximum: | $64,599.30 |

Position Justification: To provide turf management to Bell Nob Golf Course; monitor and maintain irrigation system, assist the Golf Course Superintendent, and to provide daily scheduling and supervision of seasonal staff on the operation and maintenance of Bell Nob Golf Course.

Termed Incumbent: [redacted]

Position Originated: Campbell County

| | | | | | | |
|---|---|---|---|---|---|---|
| Funding Source for Position: | County | X | | State | | WIC Program |
| | Federal | | | Other | | (Please explain) |

| | | | | | | |
|---|---|---|---|---|---|---|
| Classification: | Full Time | X | Part Time | | Number of Hours | 2080 |
| | Exempt | | Non-Exempt | X | | |

| | | | | |
|---|---|---|---|---|
| Reason for Vacancy: | Promotion | X | New Position | |

| | | | | | |
|---|---|---|---|---|---|
| Existing Budgeted Position: | Yes | X | No | | If No, please explain: |

| | | | | | |
|---|---|---|---|---|---|
| Benefit Eligible: | Yes | X | No | | Please explain: |

| | |
|---|---|
| Department Head Signature: | |
| Commissioner Approval: | |

7/16/21

# SICK LEAVE TRANSFER REQUEST FORM

**TO:** Campbell County Board of Commissioners

**Donating Department:** Rockpile Museum **Receiving Department:** Rockpile Museum

**DATE:** 7/28/2021

Please consider this request to transfer up to 40 hours of accrued sick leave. No single donation should exceed 40 hrs.

This request is # 1 of # 2 . (Numbers should indicate order of use as well as total submission.)

Dates of absence: Beginning: 7/22/2021 Through: 8/6/2021

Anticipated return: Not Returning

From: 176778
Employee Number

To: 660949
Employee Number

Robert A. [signature]
Department Head Approval

Robert A. [signature]
Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

X Currently an FMLA Qualifying Leave

☐ Was an FMLA Qualifying Leave

[initials] 7/28/21

Refer to Personnel Guideline #403 Sick Leave for details regarding Sick Leave Transfers.

---

For Commission Office Use Only:

Date - Board of Commissioner Action: ____________________

Approved ____________ Disapproved ____________ Pending ____________

Routing: Origination Department: Complete & print form obtain applicable signatures forward to HR; HR Department: Review & approve, make copy for file and copy to return to department indicating the date of Commissioner meeting, forward original to Commissioners for inclusion on consent agenda; Commissioners: include on consent agenda, after Commissioner action file original; Payroll: After approval record transfer from Commissioners meeting minutes; Origination Department: Check outcome from Commissioners meeting minutes.

Revised: 11-12-2014https://campbellcountywy-my.sharepoint.com/personal/rah72_ccgov_net/Documents/Documents/H Drive/HR/Reeves, Cara/Sick Leave Transfer Request 1 of 2.docx

# SICK LEAVE TRANSFER REQUEST FORM

**TO:** Campbell County Board of Commissioners

**Donating Department:** Rockpile Museum **Receiving Department:** Rockpile Museum

**DATE:** 7/28/2021

Please consider this request to transfer up to 16 hours of accrued sick leave. No single donation should exceed 40 hrs.

This request is # 2 of # 2 . (Numbers should indicate order of use as well as total submission.)

Dates of absence: Beginning: 7/22/2021 Through: 8/6/2021

Anticipated return: Not Returning

From: 538290
Employee Number

To: 660949
Employee Number

Robert A. Henning
Department Head Approval

Robert A. Henning
Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

7/28/21

X Currently an FMLA Qualifying Leave

☐ Was an FMLA Qualifying Leave

Refer to Personnel Guideline #403 Sick Leave for details regarding Sick Leave Transfers.

---

For Commission Office Use Only:

Date - Board of Commissioner Action: ____________________

Approved ____________ Disapproved ____________ Pending ____________

Routing: Origination Department: Complete & print form obtain applicable signatures forward to HR; HR Department: Review & approve, make copy for file and copy to return to department indicating the date of Commissioner meeting, forward original to Commissioners for inclusion on consent agenda; Commissioners: include on consent agenda, after Commissioner action file original; Payroll: After approval record transfer from Commissioners meeting minutes; Origination Department: Check outcome from Commissioners meeting minutes.

Revised: 11-12-2014https://campbellcountywy-my.sharepoint.com/personal/rah72_ccgov_net/Documents/Documents/H Drive/HR/Reeves, Cara/Sick Leave Transfer Request 2 of 2.docx

# SICK LEAVE TRANSFER REQUEST FORM

**TO:** Campbell County Board of Commissioners

**Donating Department:** Library **Receiving Department:** Library

**DATE:** 07/29/2021

Please consider this request to transfer up to 32 hours of accrued sick leave. Note: No single donation should exceed 40 hrs.)

This request is #1 of #3. (Numbers should indicate order of use as well as total submission.)

Dates of absence: Intermittent FMLA; Absences vary; FMLA end date 10.28.2021

Anticipated return: _____-_____-_____.

From: 533851
Employee Number

To: 620592
Employee Number

Terri Leslie
Department Head Approval

Terri Ross
Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

☑ Currently an FMLA Qualifying Leave

☐ Was an FMLA Qualifying Leave

Refer to Personnel Guideline #403 Sick Leave for details regarding Sick Leave Transfers.

---

For Commission Office Use Only:

Date - Board of Commissioner Action: ____________________

Approved ____________ Disapproved ____________ Pending ____________

Routing: Origination Department: Complete & print form obtain applicable signatures forward to HR; HR Department: Review & approve, make copy for file and copy to return to department indicating the date of Commissioner meeting, forward original to Commissioners for inclusion on consent agenda; Commissioners: include on consent agenda, after Commissioner action file original; Payroll: After approval record transfer from Commissioners meeting minutes; Origination Department: Check outcome from Commissioners meeting minutes.

# SICK LEAVE TRANSFER REQUEST FORM

**TO:** Campbell County Board of Commissioners

**Donating Department:** Library **Receiving Department:** Library

**DATE:** 07/29/2021

Please consider this request to transfer up to 8 hours of accrued sick leave. Note: No single donation should exceed 40 hrs.)

This request is #2 of #3. (Numbers should indicate order of use as well as total submission.)

Dates of absence: Intermittent FMLA; Absences vary; FMLA end date 10.28.2021

Anticipated return: ______-______-______.

From: 146077
Employee Number

To: 620592
Employee Number

Department Head Approval

Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

☑ Currently an FMLA Qualifying Leave

☐ Was an FMLA Qualifying Leave

Refer to Personnel Guideline #403 Sick Leave for details regarding Sick Leave Transfers.

---

For Commission Office Use Only:

Date - Board of Commissioner Action: ____________________

Approved ____________ Disapproved ____________ Pending ____________

Routing: Origination Department: Complete & print form obtain applicable signatures forward to HR; HR Department: Review & approve, make copy for file and copy to return to department indicating the date of Commissioner meeting, forward original to Commissioners for inclusion on consent agenda; Commissioners: include on consent agenda, after Commissioner action file original; Payroll: After approval record transfer from Commissioners meeting minutes; Origination Department: Check outcome from Commissioners meeting minutes.

# SICK LEAVE TRANSFER REQUEST FORM

**TO:** Campbell County Board of Commissioners

**Donating Department:** Library **Receiving Department:** Library

**DATE:** 07/29/2021

Please consider this request to transfer up to 40 hours of accrued sick leave. Note: No single donation should exceed 40 hrs.)

This request is #3 of #3. (Numbers should indicate order of use as well as total submission.)

Dates of absence: Intermittent FMLA; Absences vary; FMLA end date 10.28.2021

Anticipated return: _____-_____-_____.

From: 224418
Employee Number

To: 620592
Employee Number

Department Head Approval

Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

☑ Currently an FMLA Qualifying Leave

☐ Was an FMLA Qualifying Leave

Refer to Personnel Guideline #403 Sick Leave for details regarding Sick Leave Transfers.

---

For Commission Office Use Only:

Date - Board of Commissioner Action: ____________________

Approved ____________ Disapproved ____________ Pending ____________

Routing: Origination Department: Complete & print form obtain applicable signatures forward to HR; HR Department: Review & approve, make copy for file and copy to return to department indicating the date of Commissioner meeting, forward original to Commissioners for inclusion on consent agenda; Commissioners: include on consent agenda, after Commissioner action file original; Payroll: After approval record transfer from Commissioners meeting minutes; Origination Department: Check outcome from Commissioners meeting minutes.

The following page(s) contain the backup material for Agenda Item: 9:25 Contract for Services, Energy Capital Economic Development

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

**CONTRACT FOR SERVICES AGREEMENT**
**ENERGY CAPITAL ECONOMIC DEVELOPMENT**
**Fiscal Year 2021-2022**

**Parties:** This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and Energy Capital Economic Development, 345 Sinclair, Gillette, Wyoming, (hereafter, "CONTRACTOR").

**Purpose:** This agreement is for the purpose of establishing the terms and conditions of the contract for services between COUNTY and CONTRACTOR, as authorized by W.S. 35-1-614 (a); and for the purpose of furthering industrial development, as authorized by W.S. 18-3-521.

**Term:** This agreement shall be in effect for a one-year term beginning July 1, 2021 and ending on June 30, 2022.

**Payment:** The COUNTY shall reimburse the CONTRACTOR quarterly, upon receipt of an invoice and accurate supporting documentation, in an amount not to exceed a total of $100,000 for the services set out below.

**Termination:** CONTRACTOR may terminate this agreement thirty (30) days after giving notice in writing to COUNTY of intent to terminate. COUNTY may terminate this agreement at any time for any breach thereof by CONTRACTOR or due to lack of sufficient funds in the county treasury. Termination by either party ceases further obligation on the part of COUNTY to make further payments under this agreement and CONTRACTOR shall be required to reimburse COUNTY for monies paid to CONTRACTOR under the terms of this agreement which have been paid in advance for services not yet rendered.

**Responsibilities of Contractor:** CONTRACTOR shall:

1. Pursuant to W.S. 18-3-521, advertise the resources of the county, make efforts to further the county's commercial and industrial development, and encourage exhibits at fairs, expositions and conventions.

2. Submit to the County a monthly financial statement and program statistics, with specific detail on how County funds are being expended. By the 5th of each month all reports and documentation are due to the Campbell County Office of Commissioners, 500 S. Gillette Avenue, Suite 1100, Gillette, WY 82716. All submitted documentation must be approved by the CONTRACTOR Board and signed by the Board Chairman.

3. Submit to the COUNTY a copy of your annual financial compilation, review, or audit when completed.

4. Ensure all Board Members attend a board training workshop at least once during their term of service.

**Miscellaneous Provisions:**

1. By entering into this agreement, COUNTY does not waive its sovereign immunity, or any other defense provided by law.

2. It is understood by both parties the funding provided to the CONTRACTOR is budgeted through the Optional One Percent Sales Tax account, most recently approved by the voters of Campbell County in November 2018.

**Signatures:**

CAMPBELL COUNTY

______________________________ ______________
Bob Maul, Chairman Date
Board of Commissioners

ATTEST:

______________________________
Susan F. Saunders, County Clerk

Energy Capital Economic Development

______________________________ 7-2-21
Jeff Bumgarner, President Date
Board of Directors

ATTEST:

______________________________
Tom Brantz, Treasurer

The following page(s) contain the backup material for Agenda Item: 9:30 Contract for Services, Conservation District

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

**CONTRACT FOR SERVICES AGREEMENT**
**CAMPBELL COUNTY CONSERVATION DISTRICT**
**Fiscal Year 2021-2022**

**Parties:** This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and Campbell County Conservation District, 601 West 4 J Road, Suite D, P.O. Box 2577, Gillette, Wyoming, (hereafter, "DISTRICT").

**Purpose:** This agreement is for the purpose of memorializing the DISTRICT'S acceptance of the COUNTY'S contribution of funds pursuant to W.S. 11-16-133(b).

**Term:** This agreement shall be in effect for a one-year term beginning July 1, 2021 and ending on June 30, 2022.

**Payment:** The COUNTY shall reimburse the DISTRICT quarterly, upon receipt of a detailed invoice and accurate supporting documentation, in an amount not to exceed $250,000.00 during the term of this agreement.

**Termination:** DISTRICT may terminate this agreement thirty (30) days after giving notice in writing to COUNTY of intent to terminate. COUNTY may terminate this agreement at any time for any breach thereof by DISTRICT or due to lack of sufficient funds in the county treasury. Termination by either party ceases further obligation on the part of COUNTY to make further payments under this agreement and DISTRICT shall be required to reimburse COUNTY for monies paid to DISTRICT under the terms of this agreement which have been paid in advance for services not yet rendered.

**Responsibilities of Contractor:** DISTRICT shall:

1. Provide soil and water conservation programs, resources and education to the citizens of Campbell County in accordance with the application for funding which by this reference is incorporated herein.

2. Submit to the County a monthly financial statement and program statistics, with specific detail on how County funds are being expended. By the 5th of each month all reports and documentation are due to the Campbell County Office of Commissioners, 500 S. Gillette Avenue, Suite 1100, Gillette, WY 82716. All submitted documentation must be approved by the DISTRICT Board and signed by the Board Chairman.

3. Submit to the COUNTY a copy of your annual financial compilation, review, or audit when completed.

4. Ensure all Board Members attend a board training workshop at least once during their service on the board.

**Miscellaneous Provisions:**

1. By entering into this agreement, COUNTY does not waive its sovereign immunity, or any other defense provided by law.

2. It is understood by both parties the funding provided to the DISTRICT is budgeted through the Optional One Percent Sales Tax account, most recently approved by the voters of Campbell County in November 2018.

**Signatures:**

CAMPBELL COUNTY

______________________________ ______________
Bob Maul, Chairman Date
Board of Commissioners

ATTEST:

______________________________
Susan F. Saunders, County Clerk

CAMPBELL COUNTY CONSERVATION DISTRICT

______________________________ 7-13-2021
Richard Hauber, Chairman Date
Board of Directors

ATTEST:

______________________________
Keith Eisenbraun, Secretary/Treasurer

The following page(s) contain the backup material for Agenda Item: 9:35 Contract for Services, Senior Center

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

**CONTRACT FOR SERVICES AGREEMENT**
**CAMPBELL COUNTY SENIOR CENTER ASSOCIATION, INC.**
**Fiscal Year 2021-2022**

**Parties:** This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and Campbell County Senior Center Association, Inc., 701 Stocktrail Avenue, Gillette, Wyoming, (hereafter, "CONTRACTOR").

**Purpose:** This agreement is for the purpose of establishing the terms and conditions of the contract for services between COUNTY and CONTRACTOR, as authorized by W.S. 35-1-614 (a).

**Term:** This agreement shall be in effect for a one-year term beginning July 1, 2021 and ending on June 30, 2022.

**Payment:** The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of $293,625 during the term of this agreement for the services outlined below.

**Termination:** CONTRACTOR may terminate this agreement thirty (30) days after giving notice in writing to COUNTY of intent to terminate. COUNTY may terminate this agreement at any time for any breach thereof by CONTRACTOR or due to lack of sufficient funds in the county treasury. Termination by either party ceases further obligation on the part of COUNTY to make further payments under this agreement and CONTRACTOR shall be required to reimburse COUNTY for monies paid to CONTRACTOR under the terms of this agreement which have been paid in advance for services not yet rendered.

**Responsibilities of Contractor:** CONTRACTOR shall:

1. Pursuant to W.S. 18-2-105, establish and maintain a senior citizen center to provide transportation, information, recreation facilities and other services which will enable senior citizens to maintain their independence and to avoid institutional care as long as possible. Funds may also be used to as match funding to secure federal and state grants.

2. Submit to the Campbell County CARE Board a monthly financial statement and program statistics, with specific detail on how County funds are being expended for County residents. All reports and supporting documentation are due to the CARE Board by the 5th of each month in care of: Campbell County Office of the Commissioners, 500

S. Gillette Avenue, Suite 1100, Gillette, WY 82716. All submitted documentation must be approved by your Board and signed by the Board Chairman.

3. Submit to the COUNTY a copy of your previous year's annual financial compilation, review, or audit when completed.

4. Participate in an annual compliance monitoring visit with the CARE Board.

5. Insure all Board Members attend a Board Training Workshop once during their three (3) year term.

**Miscellaneous Provisions:**

1. By entering into this agreement, COUNTY does not waive its sovereign immunity or any other defense provided by law.

2. It is understood by both parties the funding provided to the CONTRACTOR is budgeted through the Optional One Percent Sales Tax account, most recently approved by the voters of Campbell County in November 2018.

**Signatures:**

CAMPBELL COUNTY

______________________________ ______________
Bob Maul, Chairman Date
Board of Commissioners

ATTEST:

__________________________
Susan F. Saunders, County Clerk

CAMPBELL COUNTY SENIOR CENTER ASSOCIATION, INC.

Donna Mankin 07.06.2021
Donna Mankin, Chairman Date
Board of Directors

ATTEST:

Alicia Heckel
Alicia Heckel, Secretary

The following page(s) contain the backup material for Agenda Item: 9:40 Contract for Services, Predator Management

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

**CONTRACT FOR SERVICES AGREEMENT**
**PREDATOR MANAGEMENT DISTRICT OF CAMPBELL COUNTY**
**Fiscal Year 2021-2022**

**Parties:** This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and Predator Management District of Campbell County, 5201 Tarry Street, Gillette, Wyoming, 82718 (hereafter, "CONTRACTOR").

**Purpose:** This agreement is for the purpose of establishing the terms and conditions of the contract for services between COUNTY and CONTRACTOR, for the purpose of predator management, as authorized by W.S. 11-6-201 to 210.

**Term:** This agreement shall be in effect for a one-year term beginning July 1, 2021 and ending on June 30, 2022.

**Payment:** The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, an amount not to exceed a total of $45,000 during the term of this agreement.

**Termination:** CONTRACTOR may terminate this agreement thirty (30) days after giving notice in writing to COUNTY of intent to terminate. COUNTY may terminate this agreement at any time for any breach thereof by CONTRACTOR or due to lack of sufficient funds in the county treasury. Termination by either party ceases further obligation on the part of COUNTY to make further payments under this agreement and CONTRACTOR shall be required to reimburse COUNTY for monies paid to CONTRACTOR under the terms of this agreement which have been paid in advance for services not yet rendered.

**Responsibilities of Contractor:** CONTRACTOR shall:

1. Pursuant to W.S. 11-6-205, the District Board shall carry out the general duties as outlined.

2. In accordance with W.S. 11-6-208, the District Board shall prepare and submit an annual report to the Board of County Commissioners on or before October 1, 2021.

3. Submit to the COUNTY a quarterly financial statement and program statistics, to the Campbell County Office of Commissioners, 500 S. Gillette Avenue, Suite

1100, Gillette, WY 82716. All submitted documentation must be approved by the CONTRACTOR Board and signed by the Board Chairman.

4. Submit to the COUNTY a copy of your annual financial compilation, review, or audit when completed.

5. Ensure all Board Members attend a board training workshop at least once during their term of service.

**Miscellaneous Provisions:**

1. By entering into this agreement, COUNTY does not waive its sovereign immunity, or any other defense provided by law.

2. It is understood by both parties the funding provided to the CONTRACTOR is budgeted through the Optional One Percent Sales Tax account, most recently approved by the voters of Campbell County in November 2018.

**Signatures:**

CAMPBELL COUNTY

______________________________ ________________
Bob Maul, Chairman Date
Board of Commissioners

ATTEST:

______________________________
Susan F. Saunders, County Clerk

PREDATOR MANAGEMENT DISTRICT OF CAMPBELL COUNTY

Kevin Geis 7-6-2021
Kevin Geis, Chairman Date

ATTEST:

Wayne Pollat
Wayne Pollat, Secretary/Treasurer

The following page(s) contain the backup material for Agenda Item: 9:45 Early Head Start Budget Modification Application

*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.

bab
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(307) 687-6325 FAX
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Campbell County
wyoming

Carol J. Seeger, Commissioners
Administrative Director

**BOARD OF COMMISSIONERS**
Robert Maul, Chairman
Rusty Bell
Colleen Faber
D.G. Reardon
Del Shelstad

# MEMORANDUM

**TO:** Campbell County Commissioners

**FROM:** Bethany Raab

**RE:** Early Head Start- Waiver of matching funds Application

**DATE:** 07/28/2021

---

Attached you will find an application for the Early Headstart program in which they are requesting a budget amendment for their non-federal share (matching funds). Early Headstart requests to waive \$18,724 in which \$14,577 of salaries and \$4,147 in benefits. COVID-19 had adverse effects on the program which resulted in two positions going unfilled.

A representative from Children's Developmental Services will present this Amendment.

Thank you!

Beth

**Budget Modification- Non-Federal Share Waiver Request**

The Head Start Act and ACF-IM-HS-21-01 were reviewed to assist with preparing this request. The adverse impact of COVID-19 may prevent our agency from fully meeting our required Non-Federal Contribution for this program year. Children's Developmental Services of Campbell County is requesting a waiver of a portion of the Non-Federal Share for the 2020-2021 program year in the total amount of **$18,724**. The requested waiver amounts are reflected in the following charts and narrative.

| | EHS Costs for Program Operations | Previous Non-Federal Contribution | Waiver amount requested | Updated Non-Federal Contribution |
|---|---|---|---|---|
| **PERSONNEL** | | | | |
| **Salaries** | **$202,133** | **$60,869** | **($14,577)** | **$46,292** |
| **BENEFITS** | | | | |
| **Fringe Benefits** | **$95,709** | **$24,816** | **($4,147)** | **$20,669** |

**PERSONNEL**

**Salaries-** A home visitor position and the administrative assistant position both went unfilled for a portion of the 2020-2021 program year. A waiver of **$14,577** in non-federal funds is requested in this area. Campbell County will contribute $46,292 towards salaries.

**FRINGE BENEFITS**

Campbell County will contribute $20,669 in non-federal funds towards insurance premiums following the requested waiver of **$4,147.**

**TOTAL NON-FEDERAL SHARE WAIVER REQUEST- $18,724**

OMB Number: 4040-0004

Expiration Date: 10/31/2019

## Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

* 2. Type of Application:

- ☐ New
- ☐ Continuation
- ☒ Revision

* If Revision, select appropriate letter(s): Other

* Other (Specify): Budget Revision

* 3. Date Received:

4. Applicant Identifier: 08CH011225

5a. Federal Entity Identifier: N/A

5b. Federal Award Identifier: 08CH011225

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

* a. Legal Name: CAMPBELL, COUNTY OF

* b. Employer/Taxpayer Identification Number (EIN/TIN): 836000103

* c. Organizational DUNS: 071413140

**d. Address:**

* Street1: 1801 S 4J Rd

Street2:

* City: Gillette

County/Parish: Campbell County

* State: WY: Wyoming

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 82718-5201

**e. Organizational Unit:**

Department Name:

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Mr.

* First Name: Robert

Middle Name:

* Last Name: Tranas

Suffix:

Title: Executive Director

Organizational Affiliation:

* Telephone Number: (307) 682-2392

Fax Number:

* Email: RJT70@ccgov.net

## Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

ACF-Head Start

**11. Catalog of Federal Domestic Assistance Number:**

93.600

CFDA Title:

Head Start

*** 12. Funding Opportunity Number:**

eGrants-N/A

* Title:

N/A

**13. Competition Identification Number:**

Not Applicable

Title:

Not Applicable

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Campbell County - WY including the cities o

*** 15. Descriptive Title of Applicant's Project:**

Early Head Start

Attach supporting documents as specified in agency instructions.

## Application for Federal Assistance SF-424

**16. Congressional Districts Of:**

| | | | |
|---|---|---|---|
| * a. Applicant | WY-001 | b. Program/Project | WY-001 |

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

| | | | |
|---|---|---|---|
| * a. Start Date: | 09/01/2020 | * b. End Date: | 08/31/2021 |

**18. Estimated Funding ($):**

| | |
|---|---|
| * a. Federal | 0 |
| * b. Applicant | -18,724 |
| * c. State | |
| * d. Local | |
| * e. Other | 0 |
| * f. Program Income | |
| * g. TOTAL | -18,724 |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

**21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

| | | | |
|---|---|---|---|
| Prefix: | Mr. | * First Name: | Robert |
| Middle Name: | | | |
| * Last Name: | Maul | | |
| Suffix: | | | |
| * Title: | CDS County Comissioner, Chairman | | |
| * Telephone Number: | (307) 682-7283 | Fax Number: | |
| * Email: | rlm01@ccgov.net | | |
| * Signature of Authorized Representative: | | * Date Signed: | |

## BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

### SECTION A - BUDGET SUMMARY

| Grant Program Function or Activity (a) | Catalog of Federal Domestic Assistance Number (b) | Estimated Unobligated Funds | | New or Revised Budget | | |
|---|---|---|---|---|---|---|
| | | Federal (c) | Non-Federal (d) | Federal (e) | Non-Federal (f) | Total (g) |
| 1. Early Head Start: Program Operations | 93.600 | $ | $ | $ 0 | $ -18,724 | $ -18,724 |
| 2. Early Head Start: TTA | 93.600 | | | 0 | 0 | 0 |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. Totals | | $ 0 | $ 0 | $ 0 | $ -18,724 | $ -18,724 |

Standard Form 424A (Rev. 7- 97)

Prescribed by OMB (Circular A -102) Page 1

## SECTION B - BUDGET CATEGORIES

| 6. Object Class Categories | GRANT PROGRAM, FUNCTION OR ACTIVITY | | | | Total (5) |
|---|---|---|---|---|---|
| | (1) Early Head Start: Program Operations | (2) Early Head Start: TTA | (3) | (4) | |
| a. Personnel | $ 0 | $ 0 | $ | $ | $ 0 |
| b. Fringe Benefits | 0 | 0 | | | 0 |
| c. Travel | 0 | 0 | | | 0 |
| d. Equipment | 0 | 0 | | | 0 |
| e. Supplies | 0 | 0 | | | 0 |
| f. Contractual | 0 | 0 | | | 0 |
| g. Construction | 0 | 0 | | | 0 |
| h. Other | 0 | 0 | | | 0 |
| i. Total Direct Charges (sum of 6a-6h) | 0 | 0 | | | $ 0 |
| j. Indirect Charges | 0 | 0 | | | $ 0 |
| k. TOTALS (sum of 6i and 6j) | $ 0 | $ 0 | $ | $ | $ 0 |
| 7. Program Income | $ | $ | $ | $ | $ |

| SECTION C - NON-FEDERAL RESOURCES | | | | |
|---|---|---|---|---|
| (a) Grant Program | (b) Applicant | (c) State | (d) Other Sources | (e)TOTALS |
| 8. Early Head Start: Program Operations | $ -18,724 | $ | $ | $ -18,724 |
| 9. Early Head Start: TTA | | | | 0 |
| 10. | | | | |
| 11. | | | | |
| 12. TOTAL (sum of lines 8-11) | $ -18,724 | $ 0 | $ 0 | $ -18,724 |

| SECTION D - FORECASTED CASH NEEDS | | | | | |
|---|---|---|---|---|---|
| | Total for 1st Year | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter |
| 13. Federal | $ 0 | $ | $ | $ | $ |
| 14. Non-Federal | $ -18,724 | | | | -18,724 |
| 15. TOTAL (sum of lines 13 and 14) | $ -18,724 | $ 0 | $ 0 | $ 0 | $ -18,724 |

| SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT | | | | |
|---|---|---|---|---|
| (a) Grant Program | FUTURE FUNDING PERIODS (YEARS) | | | |
| | (b)First | (c) Second | (d) Third | (e) Fourth |
| 16. | $ | $ | $ | $ |
| 17. | | | | |
| 18. | | | | |
| 19. | | | | |
| 20. TOTAL (sum of lines 16 - 19) | $ | $ | $ | $ |

| SECTION F - OTHER BUDGET INFORMATION | |
|---|---|
| 21. Direct Charges: | 22. Indirect Charges: |
| 23. Remarks: | |

Authorized for Local Reproduction

The following page(s) contain the backup material for Agenda Item: 9:50 Child Find Grant Agreement, CDS (tentative)

*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.

bob
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Campbell County
wyoming

Carol J. Seeger, Commissioners
Administrative Director

**BOARD OF COMMISSIONERS**
Robert Maul, Chairman
Rusty Bell
Colleen Faber
D.G. Reardon
Del Shelstad

# MEMORANDUM

**TO:** Campbell County Commissioners

**FROM:** Bethany Raab

**RE:** Children's Developmental Services Grant Agreement- Child Find

**DATE:** 07/29/2021

Attached you will find a Grant Agreement between Children's Developmental Service and the Wyoming Department of Education. The purpose of this grant is to set forth the terms and conditions by which the Grantee shall improve Child Find activities, improve Comprehensive Evaluation, improve outcomes of students with disabilities by improving access to the general curriculum, and improve transition to Kindergarten. The award amount is $16,531.00 and these funds are State funds. There is no match required. HR/Risk, County Attorney and Grants have reviewed the enclosed document and have requested no revisions.

A representative from Children's Developmental Services will present this Amendment.

Thank you!

Beth

# GRANT AGREEMENT BETWEEN
# WYOMING DEPARTMENT OF EDUCATION
# AND
# CHILDREN'S DEVELOPMENTAL SERVICES OF CAMPBELL COUNTY

1. **Parties.** The parties to this Grant Agreement are Wyoming Department of Education (Agency), whose address is: 122 W. 25th Street, Suite E200 Cheyenne, Wyoming 82002, and Children's Developmental Services of Campbell County (Grantee), whose address is 1801 S 4-J Road, Gillette, Wyoming 82718.

2. **Purpose of Grant Agreement.** The purpose of this Grant Agreement is to set forth the terms and conditions by which the Grantee shall improve Child Find activities, improve Comprehensive Evaluation, improve outcomes of students with disabilities by improving access to the general education curriculum, and improve transition to Kindergarten.

3. **Term of Grant Agreement.** This Grant Agreement is effective when all parties have executed it (Effective Date). The term of the Grant Agreement is from Effective Date through December 31, 2021. All services shall be completed during this term.

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

4. **Payment.**

   A. The Agency agrees to pay the Grantee for the services described in Section 5 below. Total payment under this Grant Agreement shall not exceed sixteen thousand five hundred thirty-one dollars ($16,531.00). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Grant Agreement.

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

   C. Except as otherwise provided in this Grant Agreement, the Grantee shall pay all costs and expenses, including travel, incurred by Grantee or on its behalf in connection with Grantee's performance and compliance with all of Grantee's obligations under this Grant Agreement.

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

   A. Providing training, supplies, materials, and collaborative opportunities to Child Development Center (CDC) staff members to support students with disabilities.

B. Purchase materials and equipment for the CDC to support students with disabilities.

C. Utilize different methods to notify parents and provide screenings and other child find activities.

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

A. Pay Grantee in accordance with Section 4 above.

7. **Special Provisions.**

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

B. **Environmental Policy Acts.** Grantee agrees all activities under this Grant 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 Grant Agreement may be terminated without penalty if a private entity that receives funds under this Grant 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 subawards under the award.

D. **Kickbacks.** Grantee certifies and warrants 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 Grant Agreement. If Grantee breaches or violates this warranty, Agency may, at its discretion, terminate this Grant 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 Grant Agreement, Grantee certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Grantee or its sub-Grantees in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Grant Agreement, cooperative agreement, or loan.

F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Grant Agreement that are performed by Grantee or its sub-Grantees. 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 Grant Agreement; and, to observe personnel in every phase of performance of the related work.

G. **Nondiscrimination.** The Grantee 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 Grant Agreement.

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

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

J. **Suspension and Debarment.** By signing this Grant Agreement, Grantee certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Grant 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, Grantee agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Grant Agreement.

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

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

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

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

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

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

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

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Grant 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 Grant Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Grant Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Grant Agreement without the prior written consent of the other party. The Grantee shall not use this Grant 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 Grantee which are pertinent to this Grant 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 Grant Agreement, the Grant Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Grantee 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 Grant Agreements.** The Agency may award supplemental or successor Grant Agreements for work related to this Grant Agreement or may award Grant Agreements to other Grantees for work related to this Grant Agreement. The Grantee shall cooperate fully with other Grantees and the Agency in all such cases.

G. **Certificate of Good Standing.** The Grantee shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Grantee is authorized to conduct business in the State of Wyoming, if required, before performing work under this Grant Agreement. Grantee shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Grant Agreement.

H. **Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Grant Agreement.

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

J. **Entirety of Grant Agreement.** This Grant Agreement, consisting of eleven (11) represents the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

K. **Ethics.** Grantee 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 Grantee's profession.

L. **Extensions.** Nothing in this Grant Agreement shall be interpreted or deemed to create an expectation that this Grant Agreement will be extended beyond the term described herein.

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

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

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

P. **Nondiscrimination.** The Grantee 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 Grant Agreement.

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

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

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

**U.** **Prior Approval.** This Grant Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Grant 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. § 9-2-1016(b)(iv).

**V.** **Insurance Requirements.** Grantee is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.

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

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

**(a)** $1,000,000.00 each occurrence;

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

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

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

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

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

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

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

**Y.** **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 Grantee, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.

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

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

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

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

**DD.** **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 Grant Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Grant Agreement shall operate only between the parties to this Grant Agreement and shall inure solely to the benefit of the parties to this Grant Agreement. The provisions of this Grant Agreement are intended only to assist the parties in determining and performing their obligations under this Grant Agreement.

**EE.** **Time is of the Essence.** Time is of the essence in all provisions of this Grant Agreement.

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

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

**HH. Counterparts.** This Grant 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 Grant Agreement. Delivery by the Grantee of an originally signed counterpart of this Grant 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 Grant Agreement, either personally or through their duly authorized representatives, have executed this Grant Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Grant Agreement.

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

**AGENCY:**
Wyoming Department of Education

______________________________ _______________
Dicky Shanor, Chief of Staff Date

______________________________ _______________
Shelley Hamel, Chief of Academics Date

**GRANTEE:**
Children's Developmental Services of Campbell County

______________________________ _______________
Bob Tranas, Executive Director Date

______________________________ _______________
Bob Maul, Chairman, Campbell County Commissioners Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

______________________________ _______________
Alysia Goldman, Assistant Attorney General Date

The following page(s) contain the backup material for Agenda Item: 9:55 UW Cooperative Education Agreement, CDS

*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
www.ccgov.net

Campbell County
wyoming

Carol J. Seeger, Commissioners
Administrative Director



# MEMORANDUM

**TO:** Campbell County Commissioners

**FROM:** Bethany Raab

**RE:** Children's Developmental Services Cooperative Education Agreement- UW

**DATE:** 07/29/2021

---

Attached you will find a Cooperative Education Agreement between Children's Developmental Services and the University of Wyoming. The purpose of this agreement is to set forth the terms and responsibilities of Children's Developmental Services and the University of Wyoming. The University of Wyoming will be providing students clinical experiences with regard to child development. HR/RISK and the County Attorney's Office has reviewed this agreement and have requested no revisions.

A representative from Children's Developmental Services will present this Agreement.

Thank you!

Beth

# UNIVERSITY OF WYOMING
# COOPERATIVE EDUCATION AGREEMENT

This Agreement is entered into as of the last date of the signatures affixed hereto by and between the University of Wyoming, Department of Family and Consumer Sciences, College of Agriculture and Natural Resources (hereinafter "University") located in Laramie, Wyoming 82071 and Children's Developmental Center of Campbell County (hereinafter "Contractor"), located at (address)1801 South 4-J Road, Gillette, WY 82718.

*Whereas*, the parties agree that it is of mutual interest and advantage for selected students of the University to be provided professional child development experiences at Contractor's facilities and Contractor desires to participate in the provision of such quality education.

*Now, therefore*, the Contractor and the University desire to enter into this Agreement for the purpose of defining their respective rights and obligations regarding clinical experiences at the Contractor's facilities.

## A. Term and Termination

1. The term of this Agreement shall commence as of the date the last party signs and shall terminate **after a period of four (4) years**, and shall supersede any and all prior agreements, written or oral, between the parties hereto, concerning this subject.

2. This Agreement may be terminated by either party with thirty (30) days written notice to the other, provided that students already present at the facility are given the opportunity to complete their cooperative education experience as offered at the time of their entry in accordance with this Agreement.

## B. University Responsibilities

1. University shall have sole responsibility for developing and maintaining all educational objectives, standards, evaluation methods of its students and all other matters pertaining to the education requirements of the Program.

2. University shall maintain all educational progress records pertaining to its students and will be responsible for the determination and reporting of a student's final grade.

## C. Contractor Responsibilities

1. Contractor shall maintain ultimate responsibility for services offered and shall be responsible for informing the client of the proposed student's involvement. The University recognizes and respects the clients' rights to consent or to refuse consent to the students' participation. The Contractor will have full administrative and professional supervision of the students while they are participating in the field practicum program. Except as otherwise relevant and appropriate to the education experience of the Program, Contractor will not use students to perform services in lieu of staff. All services rendered

by students must have educational value and meet the goals of the clinical education program.

2. Contractor shall provide University's students and employees access to all necessary facilities to fulfill the purposes of this Agreement.

3. Contractor has the right to immediately terminate the use of any of its facilities, equipment or supplies by any student where flagrant or repeated violations of University and/or Contractor rules, regulations, procedures and policies occur. Such action will not normally be taken until the grievance against the student has been discussed with an appropriate University representative. However, Contractor reserves the right to take immediate action when necessary to maintain operation of its facilities free from disruption. Contractor can also require that students whose presence is a detriment to a client's well-being leave the premises immediately. Contractor will promptly notify University personnel if such a decision is made.

4. Contractor shall permit University's student and employees in this program to use its client care, record and data facilities for clinical education, provided that such use shall not conflict with or violate any rules, regulations, or policies of the Contractor.

5. If required by Contractor, the student will sign a statement of confidentiality or other required student agreement prior to participation in Contractor's program.

6. Contractor will provide orientation and training for assigned students including information regarding physical facilities, policies, procedures and other applicable requirements. Students will be advised of their responsibility for complying with all rules and policies of Contractor.

7. Contractor will provide a direct supervisor for the placed student who will: a) meet with the student to review his/her work at least one hour each week; b) prepare written reports on student progress including the final evaluation, consistent with report forms provided by Professional Child Development; and c) be available for consultation with faculty of the program regarding individual students or the internship program in general.

## D. <u>Mutual Responsibilities</u>

1. Contractor shall provide University with all applicable policies and regulations that it deems necessary and for which it requires compliance by University's students and employees. University and its students shall abide by the bylaws, policies, rules and regulations of Contractor, and shall perform according to the legal and ethical standards of their respective professions.

2. University employees and students are not entitled to compensation from Contractor in connection with any service or actions performed that are related to accomplishing the goals of University educational program which may incidentally benefit Contractor; nor

is Contractor or its employees entitled to compensation from University for services or actions which benefit and/or are related to the goals of the educational program.

3. Both parties agree to notify the other party when an incident is reported that involves University employees or students, and University and Contractor agree to cooperate with each other during the investigation.

4. The terms of this agreement are intended to be in compliance with all federal, state, and local statutes, regulations and ordinances applicable on the Effective Date of the Agreement. In the event of a conflict between terms and conditions of this Agreement and any applicable state or federal laws, the state or federal law will supersede the terms of this Agreement.

5. Students participating in clinical training pursuant to this Agreement are members of the Contractor's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medication information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the Contractor and, as stated in paragraph F(2), below, does not establish an employment relationship.

6. Both parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, in the handling of educational records of students enrolled in their programs. It is also understood and recognized that employees and agents of each party will need to have access to the education records maintained by the other party in properly administering their duties and obligations to the student(s) under this Agreement.

## E. Insurance and Indemnification

1. University shall maintain workers' compensation and unemployment insurance for University employees. University students shall not be covered under workers' compensation insurance unless required by state law. Contractor will notify University of any such requirement to cover students. If the state law allows coverage under University's insurance, University will provide such coverage. If the state law requires the students be placed on Contractor's insurance, Contractor will notify University prior to adding University's students to Contractor's Workers' Compensation or Unemployment Compensation Insurance including the cost to University for such mandated coverage.

2. Contractor shall maintain liability insurance covering the actions of Contractor and its employees and agents in performing actions related to the Program. Coverage amounts for liability insurance will be in the amount of $1,000,000 per occurrence and $3,000,000 aggregate. A certificate of insurance shall be provided to the University ten days prior to placement.

3. University shall maintain general liability insurance in the amount of its statutory limits or, where such statutory limits do not apply, with minimum limits of one million dollars ($1,000,000.00) per occurrence, three million dollars ($3,000,000.00) aggregate covering the acts of employees acting within the scope of their duties and students acting within the scope of their educational program other than while performing medical services. The University will maintain medical/professional liability insurance or equivalent self-insurance under the State of Wyoming Self-Insured Program for the acts of employees and its students performing medical services within the scope of their duties or educational program. Upon execution of this Agreement and upon Contractor's request, University shall provide to Contractor a certificate of insurance evidencing such coverage. Notwithstanding the foregoing, this provision shall not be considered a waiver of the University's right to assert the defense of governmental immunity under the applicable state law.

4. This agreement shall terminate if the University or Contractor cannot maintain insurance coverage during the term of this agreement.

**F. General Provisions**

1. Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

2. No student or employee of University shall be deemed an employee or agent of Contractor and no employee or agent of Contractor shall be deemed an employee or agent of University, except as outlined in paragraph D(5) above.

3. This Agreement may not be assigned by either party hereto without the express written consent of the other party.

4. The terms and conditions of this Agreement shall supersede those of any and all prior Agreements, oral or written.

5. 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.

6. The University and Children's Developmental Services of Campbell County do not waive its sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

7. Any actions or claims against the University or Children's Developmental Services of Campbell County under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

8. The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement; (ii) any questions arising hereunder shall be construed according to such laws; and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

9. Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action Employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, gender identity, genetic information, creed, ancestry, political belief, or any other applicable protected category or participation in any protected activity.

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

APPROVED BY:

| **University of Wyoming** | | **Contractor** | |
|---|---|---|---|
| Signature | Date | Designated Signer | Date |
| Name | | Printed Name | |
| Title | | Title | |

The following page(s) contain the backup material for Agenda Item: 10:00 Memorandum of Understanding, Clerk of District Court

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

**MEMORANDUM OF UNDERSTANDING BETWEEN**
**WYOMING SUPREME COURT**
**AND**
**CAMPBELL COUNTY**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Supreme Court (Court), whose address is: 2301 Capitol Avenue, Cheyenne, Wyoming 82002, and the Campbell County, whose address is: 500 S. Gillette Ave Gillette, Wyoming 82716

2. **Purpose of MOU.** The purpose of this MOU is to set forth the terms and conditions by which the Court agrees to provide a Virtual Private Network (VPN) connection to county employees within the District Court Clerks' Office that will allow the clerks to access applications needed to complete their work, which are housed on the Judicial Branch network.

3. **Term of MOU.** This MOU is effective when all parties have executed it (Effective Date). The term of this MOU is from Aug 1, 2021 or the Effective Date, whichever is later, through June 30, 2022, unless it is terminated by either party.

4. **Responsibilities of County.** The County agrees that:

   **A.** Any County-owned workstation or device that accesses the Court's VPN, will:

   **(i)** Be password protected; and

   **(ii)** Lock-out and require reauthentication after fifteen (15) minutes of inactivity.

   **B.** The County will not permit a County-owned workstation or device to access the Court's VPN without ensuring the requirements in Section 4.A. have been met.

   **C.** The County will designate an employee that will verify annually, on the anniversary of this MOU, that the requirements of Section 4.A. have been met, and will communicate that verification with the Chief Technology Officer of the Supreme Court.

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

   **A.** Provide and maintain a VPN connection to County employees within the District Court Clerks' Office in order to access Court provided applications.

6. **General Provisions.**

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

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this MOU 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 MOU as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this MOU and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and MOU 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 MOU. Neither party shall use this MOU, or any portion thereof, for collateral for any financial obligation.

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

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

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

G. **Notices.** All notices arising out of, or from the provisions of this MOU shall be in writing and given to the parties at the addresses provided under this MOU, either by regular mail or delivery in person.

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

I. **Sovereign Immunity.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Court and the Clerk of District Court expressly reserve sovereign or governmental immunity by entering into this MOU and specifically retain immunity and all defenses available to them. 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 MOU 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.

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

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

L. **Time is of the Essence.** Time is of the essence in all provisions of the MOU.

M. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this MOU.

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

O. **Counterparts.** This MOU 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 MOU.

**[THE REMAINDER OF THIS PAGE INTENTIONALY LEFT BLANK]**

7. **Signatures.** By signing this MOU, the parties certify that they have read and understood it, that they agree to be bound by the terms of the MOU, and that they have the authority to sign it.

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

**WYOMING SUPREME COURT:**

______________________________ ______________

Elisa Butler, State Court Administrator Date

**Campbell County**

______________________________ ______________

Bob Maul County Commissioner Chairman

Date

The following page(s) contain the backup material for Agenda Item: 10:05 PRECorp Easement and Right of Way 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.

July 21, 2021

Campbell County Commission
500 S. Gillette Avenue, Suite 1100
Gillette, Wyoming 82716

RE: PRECorp Easement and Right-of-Way Agreement, Memorandum of Easement and Right-of-Way Agreement and Exhibits (WO# 210424) for a project for the Northeast WY Regional Airport.

Dear Campbell County Commissioners:

Enclosed please find an Easement and Right-of-Way Agreement and Exhibit A showing the location of a new proposed underground power line to serve a new power request on the Commission's property and Exhibit B describing your landownership. This power line easement crosses 145 feet of your property in Campbell County, Wyoming.

**Please sign and date the agreement and initial the maps on both the Easement and Right-of-Way and the Memorandum of Easement where indicated in front of a notary. Return the original signatures of both documents in the envelope provided.** Copies of the fully executed Easement and Right-of-Way Agreement and executed Memorandum of Easement and Right-of-Way Agreement which will be filed with the County Clerk will be mailed to you.

Thank you for your prompt attention to this matter and please don't hesitate to give me a call if you have questions or concerns.

Sincerely,

*Lori Williams*

Powder River Energy Corporation
200 Garner Lake Road
Gillette, WY 82716
307-685-3521 direct
Email: loriw@precorp.coop

## EASEMENT AND RIGHT-OF-WAY AGREEMENT

This nonexclusive Easement and Right-of-Way Agreement (this "**Agreement**") is made, dated and effective as of the ____ day of ___________, 2021 (the "**Effective Date**"), between **Campbell County, Wyoming, by and through its Board of County Commissioners** ("**Grantor**"), and POWDER RIVER ENERGY CORPORATION, a Wyoming cooperative utility ("**Grantee**").

### RECITALS

WHEREAS, Grantor owns certain real property located in Campbell County, State of Wyoming, as more particularly described on **Exhibit B** ("**Property**") attached hereto and by this reference made a part hereof;

WHEREAS, Grantee is proposing to construct and operate an electric power line, a portion of which crosses upon the Property; and

WHEREAS, Grantee desires to obtain certain easements and rights over the Property, and Grantor desires to grant such easements and rights, on the terms and conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Grantor and Grantee (each, a "**Party**" and together, the "**Parties**") hereby agree as follows:

**1. Grant of Easement**.

**Grant**. Grantor does hereby grant, sell, and convey unto Grantee a nonexclusive easement ("**Easement**") solely for the purposes of constructing, inspecting, maintaining, operating, repairing, removing, improving, upgrading, changing voltage and framing if necessary of an electric power line ("**Power Line**"), on the terms provided herein. Grantee shall have the right of ingress to and egress from the Easement over and across the Easement Area (defined below) and from reasonable access points across the Property.

**1.1. Width of Easement**. The Easement shall be _twenty_ (20) feet, in width, as more particularly described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Easement Area**").

**2. Payments to Grantor**. In consideration of the Easement and rights granted in this Agreement, Grantee shall pay to Grantor those amounts set forth in that certain Payment Addendum between Grantor and Grantee, dated as of the Effective Date (the "**Payment Addendum**"), which shall not be recorded. No consideration will be paid to a Grantor when a new service or line relocation has been requested by Grantor.

**3. Liability for Improvements**. Grantor shall have no liability for any costs or expenses incurred in connection with the siting, testing, construction, operation, maintenance, or removal of the Power Line, or any other improvements of any kind made on the Property by Grantee except as may be required by Grantee's line extension policy or other policies which may be applicable to Grantor. The rights granted to Grantee hereunder shall not be construed to create any responsibility on the part of Grantor to pay for any improvements, alterations or repairs occasioned by Grantee.

**4. Grantee's Obligations**.

**4.1. Contact Information**. Before, during, and after construction, Grantee will provide Grantor with a contact number for Grantee to use to direct questions about the Power Line, including its construction and operation.

**4.2. Construction Liens**. Grantee shall, at all times, keep the Property free and clear of all claims for and/or liens for labor and services performed, and materials, supplies or equipment furnished in connection with Grantee's use of the Property; *provided, however*, that if such a lien is filed against the Property, Grantee shall indemnify and hold Grantor harmless against the consequences thereof.

**4.3. Reclamation**. Grantee shall remediate the area disturbed by construction or maintenance as best as practicable to its original preconstruction condition.

**4.4. Easement Area Maintenance**. Grantee shall have the right to cut, keep clear, and remove all trees, brush, or shrubbery in the Easement Area that are reasonably deemed by Grantee to injure, endanger, or interfere in any manner with the efficient construction, operation, use, inspection, or maintenance of the Power Line, fittings, cathodic protection equipment, or other appurtenances thereto as well as any trees which may fall outside the easement area that are reasonably likely to fall under heavy snow and loading conditions. Prior to removal of any trees outside the easement area Grantee shall contact Grantor and explain why in Grantee's opinion a tree requested to be removed by Grantee may be considered a danger tree; *provided, however,* that if Grantee either mows or cuts grass or crops of Grantor, Grantee is responsible for and shall compensate Grantor for such loss.

**4.5. Insurance**. Grantee shall procure and maintain in full force during the term of this easement, at Grantee's sole cost and expense, general liability insurance in reasonable amounts.

## 5. **Grantor's Obligations.**

Grantor agrees any and all new structures built after construction of Grantee's power line, within the right-of-way easement, will meet National Electric Safety Code Guidelines, or Grantee will have the right to request alteration and/or removal at Grantor's expense. Grantor shall not place any structure or store any material or crops within the right-0f-way granted that might otherwise interfere with the operation of the power line constructed or create a risk of fire or injury. Subject to the foregoing limitations, this right-of-way may be used by Grantor for roads, pasture, agricultural crops, fencing and other purposes not inconsistent with this easement.

## 6. **Assignment**.

**6.1. Assignment**. This Agreement shall not be assignable by either Party without the written consent of the other Party except to a successor in the operations of its properties by reason of a merger, consolidation, sale or foreclosure where substantially all such properties are acquired by a successor or to a loaning agency, entity or institution for security purposes, written consent shall not be unreasonably withheld and or delayed. The obligation of the Parties hereunder shall survive and be binding on the Parties during the entire Term.

## 7. **Termination and Removal**.

**7.1. Removal**. Upon termination of this easement, the Grantee will remove, at its sole cost and expense, all poles, lines, facilities and equipment. The removal shall be completed within a reasonable time following termination of the easement. In the event this easement is terminated in part this paragraph shall apply to that portion of the easement terminated.

**7.2. Release of Agreement**. When and if this power line is retired and removed, a release of easement will be filed.

**8. All Applicable Regulations**. Grantee shall comply with all existing applicable local, state, and federal permits, conditions, rules, and regulations relating to the power line construction, reclamation, operation, and/or decommissioning and abandonment.

9. **Miscellaneous**.

**9.1. Notice**. All notices or other communications required or permitted hereunder, shall, unless otherwise provided herein, be in writing, and shall be delivered personally, by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to Grantor:

**Campbell County Commission**
**500 S. Gillette Avenue, Suite 1100**
**Gillette, Wyoming 82716**

If to Grantee:

**Powder River Energy Corporation**
**PO Box 930**
**Sundance, Wyoming 82729**

Notice personally delivered shall be deemed given the day so delivered. Notice given by overnight courier shall be deemed given on the first business day following the date of receipt. Notice mailed as provided herein shall be deemed given on the third business day following the postmarked date. Any Party may change its address for purposes of this subsection by giving written notice of such change to the other Party in the manner provided in this subsection.

**9.2. Entire Agreement**. Except to the extent otherwise provided herein, this Agreement constitutes the entire agreement between the Parties. No other agreements have been made modifying, adding to, or changing the terms hereof. This Agreement may not be abrogated, modified, rescinded, or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and, when appropriate, duly recorded in the appropriate real property records. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

**9.3. Force Majeure**. If performance of this Agreement or of any obligation hereunder (other than an obligation to pay any compensation as set forth in the Payment Addendum) is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, Grantee, upon giving written notice to Grantor, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. Grantee shall continue performance hereunder whenever such causes are removed. Force Majeure shall mean causes beyond the reasonable control of and without the fault or negligence of Grantee, and in any case whereby exercise of due foresight

Grantee could not reasonably have expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.

**9.4.** **Governing Law**. This Agreement shall be governed by the laws of the State of Wyoming, and the venue of any action brought concerning the interpretation or enforcement of this Agreement shall be proper in the County in which the Property is located.

**9.5.** **No Waiver**. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

**9.6.** **Interpretation**. The Parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor of, or more strictly against, either Party.

**9.7.** **Other General Provisions**. The covenants contained herein are made solely for the benefit of the Parties and their respective successors and assigns, and shall not be construed as benefiting any person or entity who is not a Party to this Agreement, or otherwise give rise to any cause of action in any person or entity not a Party hereto. The duties, obligations, and liabilities of the Parties are intended to be severable and not joint or collective. Neither this Agreement nor any agreements or transactions contemplated herein shall be interpreted as creating any partnership, joint venture, association or other relationship between the Parties, other than that of landowner and easement grantee, or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party.

**9.8.** **Counterparts**. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; *provided, however*, that all such counterparts shall together constitute one and the same instrument.

**9.9** **Cooperation**. The Parties agree to reasonably cooperate with each other in the implementation and performance of this Agreement. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under this Agreement.

**9.10 Confidentiality.** Any third party who desires to see the terms and conditions of this Agreement shall direct a request to **Grantor** and **Grantor** shall be free to divulge any and all information associated with this Agreement.

**9.11 Abandonment**. If the power line is not used for a period of 24 consecutive months and the landowner requests removal, **Grantee** shall remove all poles, wires and related property and equipment and prepare and record a release of easement. However, this provision shall not apply where a member has requested the power line not be retired or removed and is paying an idle service charge or Grantee can legitimately characterize the facilities constructed within the easement as necessary for future development or for members other than the Grantor.

**9.12 Grantee's Liability**. **Grantee** shall not be liable for damages caused by acts of God and only for damages to the Property resulting from **Grantee's** intentional acts, willful misconduct, negligent acts or omissions.

**9.13 Attorney Fees.** In the event any action is filed in relation to the Agreement, the unsuccessful party in the action will pay to the successful party, in addition to all sums that either party may be called on or ordered to pay by judgment or otherwise, a reasonable sum for the successful party's attorney fees and all costs of the successful party.

**9.14 Memorandum of Easement and Right of Way.** Grantor hereby authorizes Grantee to file a Memorandum of Easement and Right of Way Agreement in the records of **Campbell** County, Wyoming. Grantee shall provide Grantor a recorded copy of such Memorandum.

**9.15 Governmental Immunity.** Grantor does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available pursuant to Wyoming Statutes §§ 1-39-101 through 1-39-121, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental 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 governmental immunity shall be construed in favor of governmental immunity.

**9.16 Indemnity.** To the maximum extent permitted by law, Grantee shall indemnify, release and hold harmless Grantor and its officers, directors, shareholders, employees, successors and assigns ("Indemnified Parties"), from and against any liability, loss, claims, demands, costs and expenses whatsoever in nature, including court costs and attorneys' fees, which in any way whatever are due to or arise from Grantee's presence on, occupation of, or use of the Easement Area; provided, however, Grantee shall have no obligation under the foregoing indemnity for claims due to or arising from the willful misconduct of the Indemnified Parties.

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the ___ day of ________________, 2021.

GRANTOR(S):

Print: Robert Maul

Sign: ________________________________

Its: Chairman

STATE OF WYOMING )
) ss.
COUNTY OF _________ )

On this the __ day of ___________________ , 2021, before me, the undersigned officer, personally appeared **Robert Maul as Chairman of the Campbell County Commission**, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

_______________________________________

Notary Public

My Commission Expires: __________________

IN WITNESS WHEREOF, Grantee has executed this Agreement as of the ___ day of ________________, 2021.

GRANTEE:

Print: Powder River Energy Corporation ___

Sign: ___________________________________

Its: Land Agent ___________________________

STATE OF __WYOMING )
) ss.
COUNTY OF CROOK_ )

On this the __ day of _______________, 2021, before me, the undersigned officer, personally appeared ______________________, Land Agent for Powder River Energy Corporation, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

________________________________________
Notary Public
My Commission Expires: ____________________

# "Exhibit A"

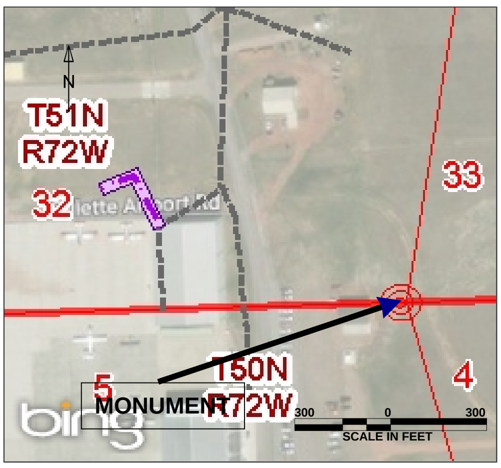

By and Between
Board of CountyCommissioners
and Powder River Energy Corp
Initials _______

## Board of County Commissioners

T51N, R72W, 6th P.M., Campbell County, Wyoming
Section 32: SESE

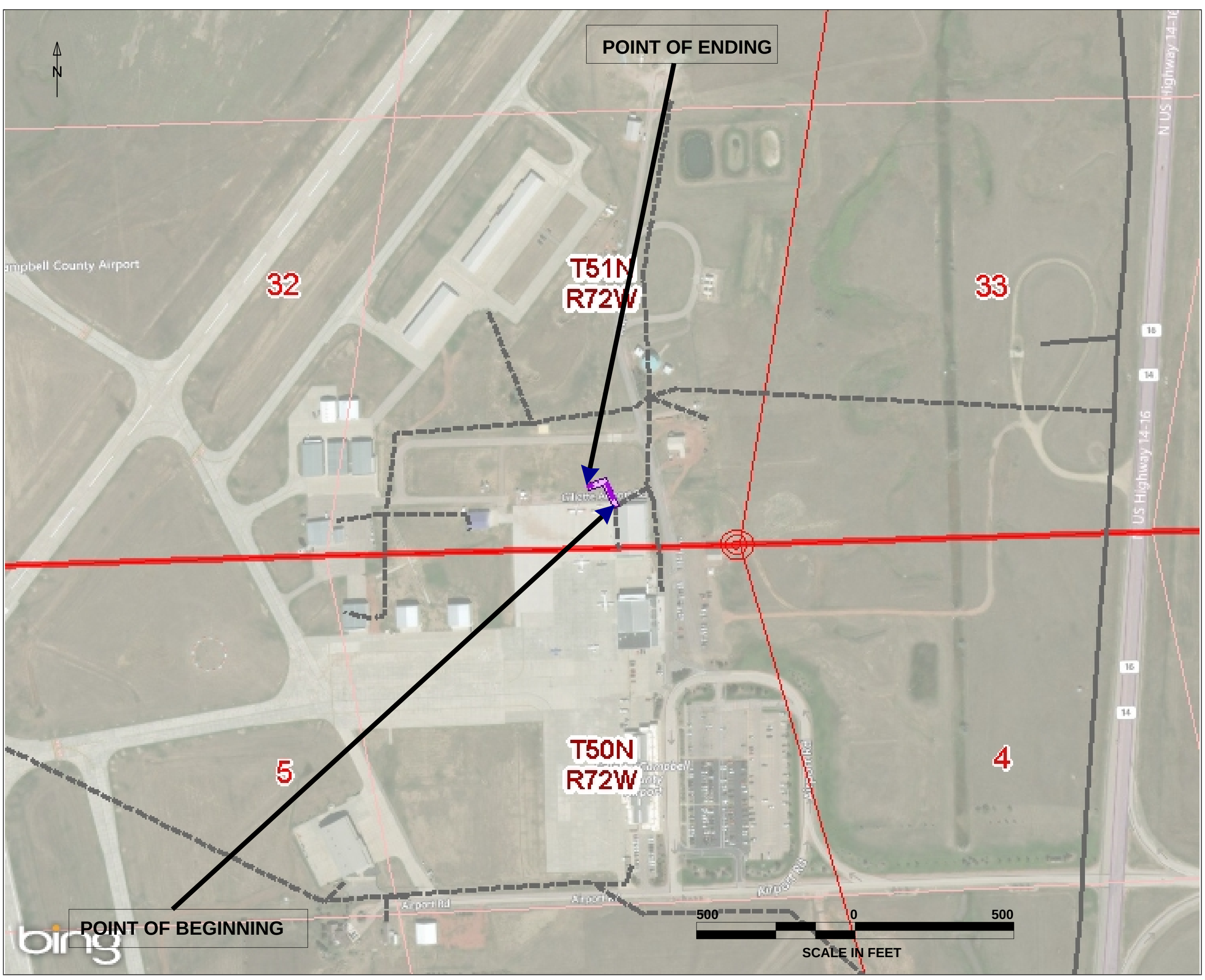
**WO#: 210424**

Bearing and distances are approximated based on GPS data gathered and projected into NAD 83 Wyoming State Plane, East Central Zone, US Survey feet.




An easement 20 Feet in width, being 10 Feet on each side when measured at right angles to the following described line. Commencing at the Southeast Corner of Section 32, T51N, R72W located at 44°20'53.974"N, 105°31'54.985"W, thence N72°47'60"W a distance of 399 Feet, more or less, to the Point of Beginning; thence N25°32'50"W a distance of 90 Feet, more or less; thence S68°13'40"W a distance of 55 Feet, more or less, thus to the ending point.

The above described is for power line ROW extending a total of 145 Feet, more or less.




06/08/2021

## EXHIBIT B

## LEGAL DESCRIPTION OF THE PROPERTY

TOWNSHIP 51 NORTH, RANGE 72 WEST, 6TH PM, CAMPBELL COUNTY, WYOMING Section 32: SE ¼ SE ¼

**POWDER RIVER ENERGY POWER LINE PAYMENT ADDENDUM**

# NOT APPLICABLE

Reference is hereby made to that certain Easement Agreement between **Campbell County, Wyoming, by and through its Board of County Commissioners** (Grantor), and POWDER RIVER ENGERY CORPORATION, as Grantee, dated ________________________________, 2021. In consideration of the grant of easement rights contained herein (except in circumstances where the Grantor has requested a new service or line relocation), Grantee will pay Grantor the following sums at the following times:

**MEMORANDUM OF EASEMENT AND**
**RIGHT-OF-WAY AGREEMENT**
WO#210424 / 107.20

TO WHOM IT MAY CONCERN:

Please take notice **Campbell County, Wyoming, by and through its Board of County Commissioners** (**Grantor**) has entered into an Easement and Right-of-Way Agreement with Powder River Energy Corporation (PRECorp), a Wyoming cooperative utility (**Grantee**).

The legal description of the centerline of the easement and property affected is attached hereto and marked as Exhibit A. Any third party who desires to know the terms and conditions of the Easement and Right-of-Way Agreement may direct a request to **Grantor** and **Grantor** shall be free to divulge any and all information associated with the Easement and Right-of-Way Agreement between **Grantor** and **Grantee**.

Any requests for information may be sent to **Grantor** at the following address:

**Campbell County Commission (Grantor)**
**500 S. Gillette Avenue, Suite 1100**
**Gillette, Wyoming 82716**

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the ___ day of _______________, 2021.

**GRANTOR**:

Print: Robert Maul ____________________

Sign: ________________________________
Chairman

STATE OF _______________)
) ss.
COUNTY OF ______________)

On this the ______ day of _______________, 2021, before me, the undersigned officer, personally appeared **Robert Maul as Chairman of the Campbell County Commission**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL) ________________________________________
Notary Public
My Commission Expires: ____________________

IN WITNESS WHEREOF, Grantee has executed this Agreement as of the ___ day of _________________, 2021.

**GRANTEE**:

Print: Powder River Energy Corporation

Sign: ________________________________

Its: Land Agent

STATE OF WYOMING )
) ss.
COUNTY OF CROOK )

On this the ______ day of _______________, 2021, before me, the undersigned officer, personally appeared _________________________, Land Agent for Powder River Energy Corporation , known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_______________________________________
Notary Public

(SEAL)

My Commission Expires: ____________________

By and Between
Board of CountyCommissioners
and Powder River Energy Corp
Initials _______

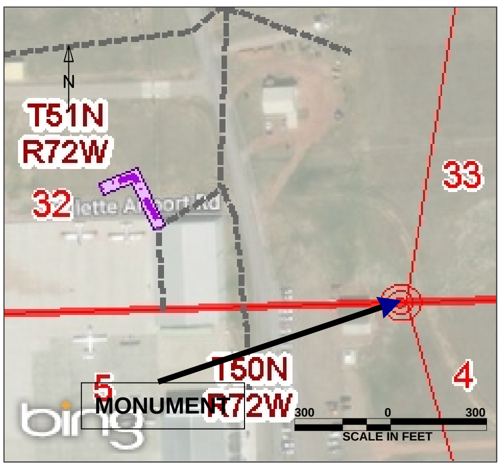
# "Exhibit A"

## Board of County Commissioners

T51N, R72W, 6th P.M., Campbell County, Wyoming
Section 32: SESE

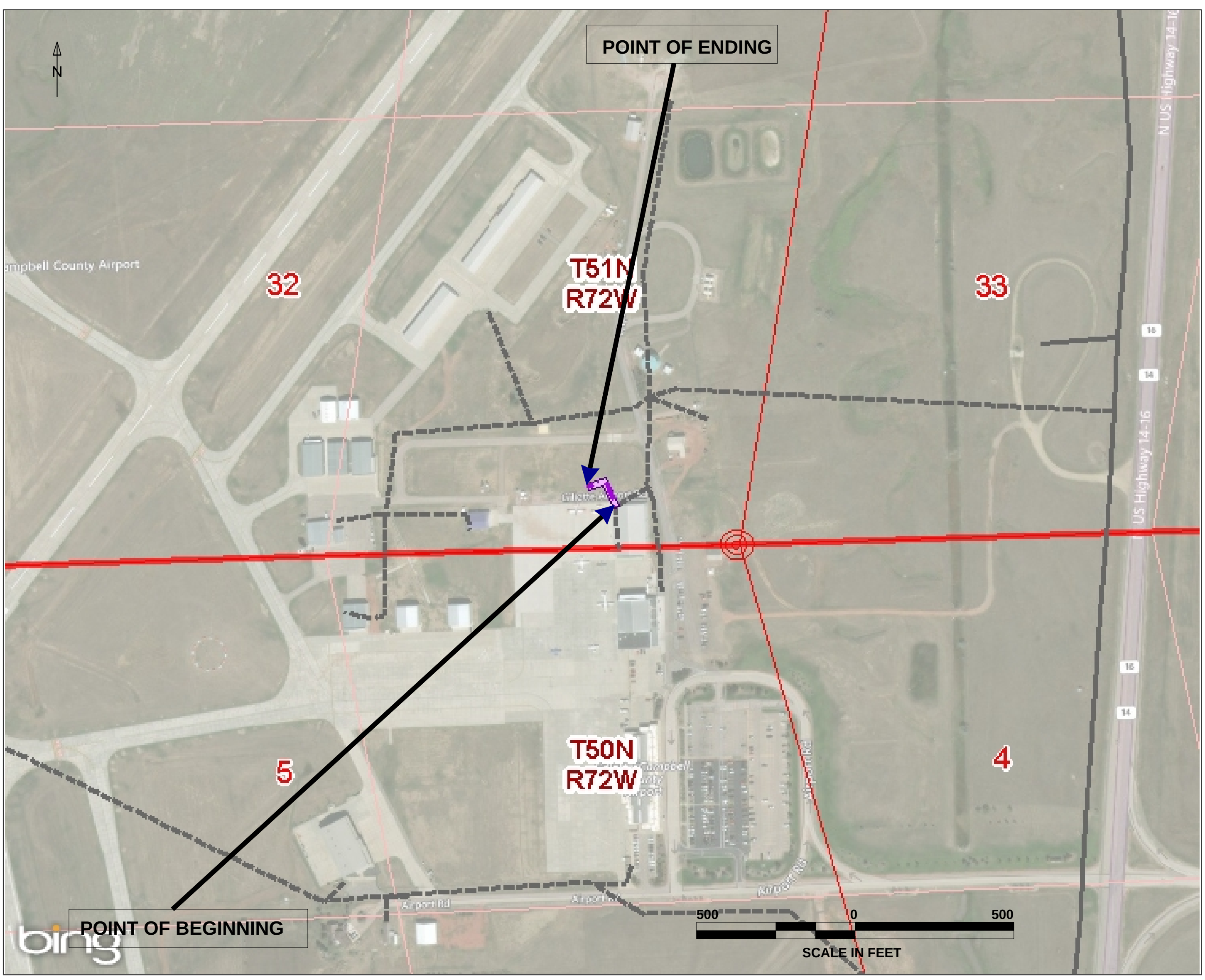
**WO#: 210424**

Bearing and distances are approximated based on GPS data gathered and projected into NAD 83 Wyoming State Plane, East Central Zone, US Survey feet.




An easement 20 Feet in width, being 10 Feet on each side when measured at right angles to the following described line. Commencing at the Southeast Corner of Section 32, T51N, R72W located at 44°20'53.974"N, 105°31'54.985"W, thence N72°48'00"W a distance of 399 Feet, more or less, to the Point of Beginning; thence N25°32'50"W a distance of 90 Feet, more or less; thence S68°13'40"W a distance of 55 Feet, more or less, thus to the ending point.

The above described is for power line ROW extending a total of 145 Feet, more or less.




06/08/2021

The following page(s) contain the backup material for Agenda Item: 10:15 Fortner Rezoning Request

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

Campbell County
wyoming

# Memorandum Department of Public Works

**TO:** Campbell County Board of Commissioners

**FROM:** Sam Proffer, Planner and Zoning Administrator

**DATE:** August 3rd, 2021 Meeting

**SUBJECT: Fortner Rezoning Request**

**Case Number:** 21.02.COZ

**Summary:**
The applicant has requested to re-zone Lots 2C and 2D of the B&A Subdivision located at 870 and 874 Highway 50.

**Current Zoning:** C-1 General Commercial

**Proposed Zoning:** I-2 Heavy Industrial

**Background:**
The staff report to the Planning Commission (see Exhibit 'A2') on June 17th, 2021 recommended disapproval of this request because:

- A change to I-2 Heavy Industrial zones will make the property contiguous with a Rural Residential zone and would be inconsistent with current zoning regulations
- Ch. 3, Goal 3 of the Comprehensive Plan is to minimize impacts between land uses
- Ch. 4, Goal 2 of the Comprehensive Plan is to guide Industrial uses nearer to existing infrastructure to the north and to keep major Gateway travel routes visually appealing.

**Exhibits:**

- Exhibit 'A1'—Neighbor Letter Zoning Notice (Pages 3-5)

- Exhibit 'A2' "Enclosure 2 Case 21.02.COZ Fortner/Three Rivers Well Service June 17th, 2021 Planning Commission Submittal" (Pages 6-19)

- Exhibit 'A3'—Signed Petition against rezoning request (Pages 20-21)

- Exhibit 'A4'—Staff minutes of the June 17th, 2021 Planning Commission Meeting (Pages 22-30)

**Planning Commission Recommendation:**

On June 17th, 2021, the Planning Commission unanimously disapproved the zoning request based on the staff report and from neighboring property owners' input and attached petition against rezoning.

**Staff Recommendation:**

Staff must recommend denial of the zoning request based on current zoning regulations, County Comprehensive Plan, and disapproval of the Planning Commission

**DEPARTMENT OF PUBLIC WORKS**
**Building & Planning Division**
500 S. Gillette Avenue, Suite 1500
Gillette Wyoming 82716
Phone 307-682-1970 Fax 307-687-6468

6/3/2021

RE: Fortner Re-Zoning
Legal Description: Lot 2C & 2D of B&A Subdivision

Dear Neighboring Landowner:

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

The County Planning Commission will review the Rezoning request at their meeting on Thursday, June 17, 2021 at 7 p.m. in the Commissioners' Chambers of the Courthouse, 500 South Gillette Avenue, Gillette, Wyoming. The applicants are requesting property which is currently zoned C-1 (Commercial) to be zoned as I-2 (Industrial).

The attached aerial photo shows the proposed project location highlighted in yellow.

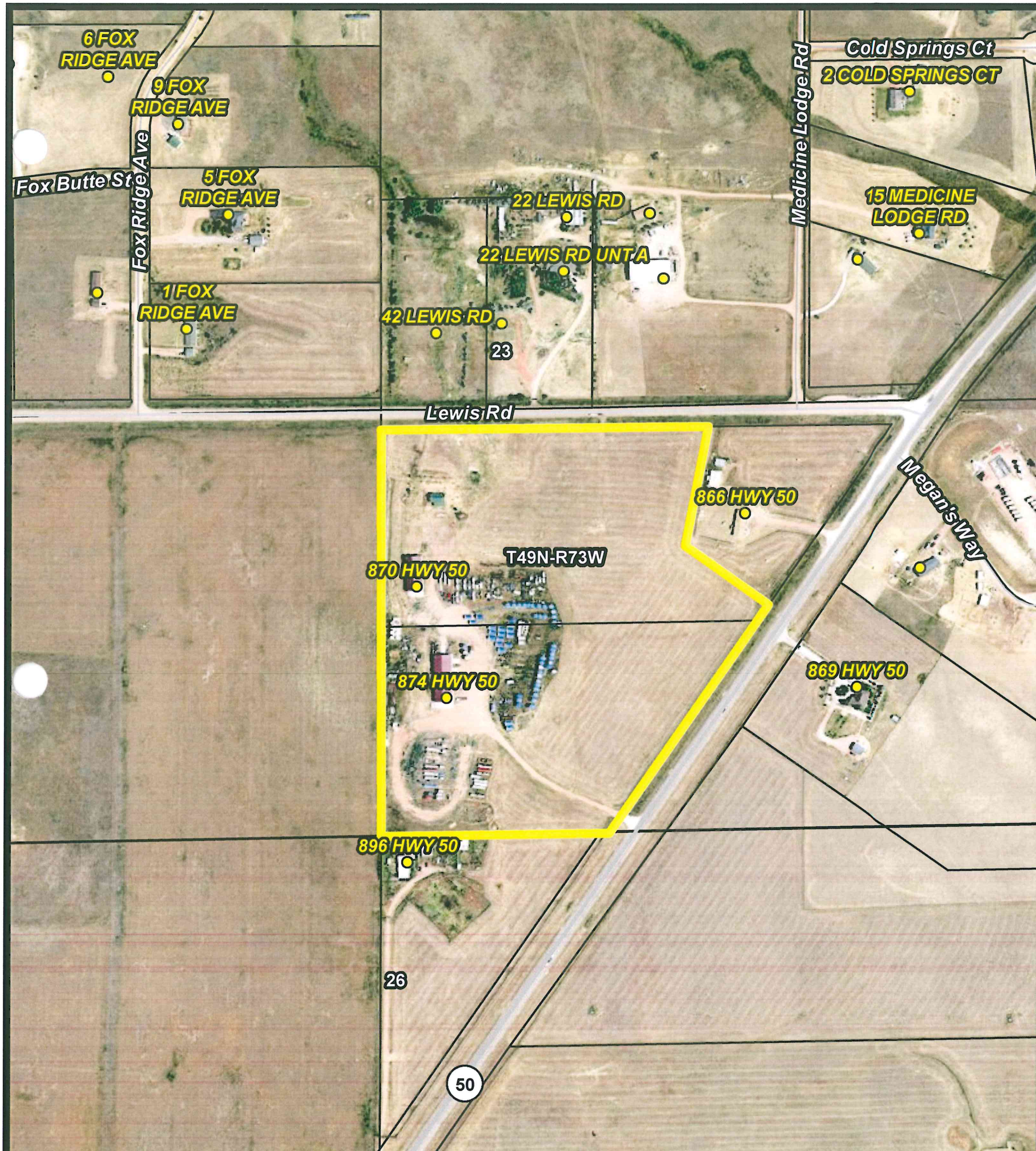
If you are unable to attend the meeting and have any comments regarding this proposal, you may send a signed letter or fax to this office and it will be forwarded to the Commissioners on your behalf. Please do not hesitate to contact us at 685-8061 if you have any questions.

Sincerely,

Matt Olsen, P.E.
Director of Public Works

Enclosure

Engineering ▪ Building ▪ Planning ▪ Surveying ▪ Solid Waste ▪ Facilities Maintenance ▪ Fleet Management




CAMPBELL COUNTY
DEPARTMENT OF PUBLIC WORKS
500 S. Gillette Ave.Gillette, Wyoming 82716
Phone # 307 685-8061
Fax # 307 687-6349

Campbell County
wyoming

Fortner
Simple Subdivision
4

DATE: 6/3/2021 DRAWN BY: crn08

| Parcel | GISID | Site Address | Site City | Site St | Site Zip | Name | Mailing Address | Mailing City | Mailing St | Mailing Zip | Project |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 17497323201001 | 49732320 | 1 Fox Ridge Ave | | WY | | Jeremy Kalisch | 1 Fox Ridge Ave | Gillette | WY | 827184169 | Project Fortner Re-Zoning |
| 17437200001003 | | 10 Megan's Way | | WY | | Bar Star Capital LLC | 1501 Washington Ave Unit C-1 | Golden | CO | 804010806 | Project Fortner Re-Zoning |
| 17507226304004 | | 10 Megan's Way | | WY | | Michael J & Carolyn J Wallischeck | 603 Mills Ave | Gillette | WY | 827188236 | Project Fortner Re-Zoning |
| 17507227210004 | | 10 Megan's Way | | WY | | Wesley A & Judy R Wile | 606 S Carey Ave | Gillette | WY | 827164335 | Project Fortner Re-Zoning |
| 17507222419001 | | 10 Megan's Way | | WY | | Debora A Percifield | 600 S Emerson Ave | Gillette | WY | 827164341 | Project Fortner Re-Zoning |
| | | 1021 Townsend Ln | Casper | WY | 826093715 | Mankin Land LLC | 1021 Townsend Ln | Casper | WY | 826093715 | Project Fortner Re-Zoning |
| 17497300001156 | 49730000 | 16 Medicine Lodge Rd | | WY | | Kasey & Valarie Cook | 8 Medicine Lodge Rd | Gillette | WY | 827189473 | Project Fortner Re-Zoning |
| | | 21 Megans Way | Gillette | WY | 827186001 | Jg Specialty Welding LLC | 21 Megans Way | Gillette | WY | 827186001 | Project Fortner Re-Zoning |
| 17497323401001 | 49732340 | 22 Lewis Rd | | WY | | Timothy S Cook | 22 Lewis Rd | Gillette | WY | 827188824 | Project Fortner Re-Zoning |
| | | 2704 Antler Rd | Gillette | WY | 827187209 | J W Hammond | 2704 Antler Rd | Gillette | WY | 827187209 | Project Fortner Re-Zoning |
| | | 6298 12Th AV SE | Hazelton | ND | 585449208 | Jody L & Abby N Ketterling | 6298 12Th AV SE | Hazelton | ND | 585449208 | Project Fortner Re-Zoning |
| 17497300001030 | 49730000 | 815 Highway 50 | | WY | | Kyle Eugene & Erin Elizabeth Innes | 888 Black & Yellow Rd | Gillette | WY | 827188000 | Project Fortner Re-Zoning |
| 17497323402001 | 49732340 | 866 Highway 50 | | WY | | Darrel L Adsit | 866 State Highway 50 | Gillette | WY | 827189435 | Project Fortner Re-Zoning |
| 17497300001095 | 49730000 | 869 Highway 50 | | WY | | Stensland Steven & Twila Family Rev Trust | 906 E Second St | Gillette | WY | 827164019 | Project Fortner Re-Zoning |
| 17497323402004 | 49732340 | 870 Highway 50 | | WY | | Fortner Family Trust | 20 Fly Creek Ln | Broadus | MT | 593179509 | Project Fortner Re-Zoning |
| 17497323402005 | 49732340 | 874 Highway 50 | | WY | | Three Rivers Well Service Inc & Fortner Family Trust Fortner Family Trust | 20 Fly Creek Ln | Broadus | MT | 593179509 | Project Fortner Re-Zoning |
| 17497300001075 | 49730000 | 896 Highway 50 | | WY | | Norlin Julia J Trust | 311 Clarkelen Rd | Gillette | WY | 827189348 | Project Fortner Re-Zoning |
| 17497323403005 | 49732340 | 9 Medicine Lodge Rd | | WY | | Dustin Brown | 9 Medicine Lodge Rd | Gillette | WY | 827189473 | Project Fortner Re-Zoning |
| 17497300001114 | 49730000 | 909 Highway 50 | | WY | | Hjorth Investments LLC | PO Box 476 | Gillette | WY | 827170476 | Project Fortner Re-Zoning |

# ENCLOSURE 2

# 21.02.COZ

# FORTNER / THREE RIVERS WELL SERVICE

# REZONING REQUEST

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

Campbell County
wyoming

**Tim Fortner / Three Rivers Well Service**

Re-zoning Request

**June 14, 2021**

**Planning Commission Meeting** | **Board of Commissioners Meeting**
June 17th, 2021

**Applicant:** Tim Fortner for Three Rivers Well Service | **Case Number:** 21.02.COZ

**Agent:** Jason Walker, Berkshire Hathaway Preferred Real Estate Group

**Summary:** The applicant is requesting to re-zone two parcels of land to expand the uses to include heavy industrial.

**Legal Description:** Lots 2C and 2D of the B&A Subdivision

**Location:** The properties are located at 870 and 874 Highway 50 at the intersection of Lewis Rd. and Highway 50.

**Current Zoning:** C-1

**Proposed Zoning:** I-2

**Existing Land Use:** 870 Highway 50 (Lot 2C 14.5 acres) contains a residential cabin and a shop. 874 Highway 50 (Lot 2D 14.28 acres) contains an approximately 6,600 sq. ft. commercial truck repair shop with office, outdoor storage, etc. Both parcels are being used for commercial purposes.

**Adjacent Land Use (see attached zoning map):**

North: R-R, Rural Residential
South: Residential Home (Un-zoned)
East: Residences, Ag, Commercial (Mixed R-R and Un-zoned)
West: Vacant grassland (Un-zoned)

**Background:**

This property was originally subdivided into 2 parcels and both zoned R-R back in 2004.

Later the same year, the applicant applied to rezone the south parcel (currently 874 Highway 50) to C-1 to build a commercial truck repair shop. There was one neighbor in opposition to the rezone. (See attached 'exhibit A' June 2004 PC minutes.) The rezoning was approved, and a building permit was issued the same year for the repair shop.

In 2014, the applicant applied to rezone the north parcel (currently 870 Highway 50) to C-1 from R-R because the use of the land had changed from residential to a non-conforming commercial use. There was one letter to the Planning Commission in opposition. (See attached 'exhibit B'.) The rezoning was approved.

The applicant is applying to rezone both parcels to I-2 because the use has further changed and the applicant would like to expand the possible uses of the property to include manufacturing, etc. (Ref. attached application narrative.)

**Zoning Considerations:**

**Chapter 7 Purpose & Authority Sections 10.5(3)(d)(g)(h)**

<u>Staff Comments:</u> The Chapter 7 sections cited above speak to the Zoning Regulations intent to provide adequate buffering and provision for maintaining adjacent compatible uses and appropriate zoning classifications for a gentle transition between neighboring zoning districts.

Goal 3 of Chapter 3 of the C.C. Comprehensive plan (pg. 26) codifies the intent to minimizing the impact between land uses. Further, Table 40.30-1 of Chapter 7 (pg. 7-140) states that Industrial Zones and Residential Zones are generally not permitted adjacent to one another.

**Comprehensive Plan and Future Land Use Map (See attached map)**

<u>Staff Comments:</u> Goal 2 of Chapter 4 of the C.C. Comprehensive Plan (pg. 35) expounds on utilizing the Future Land Use Map to direct development through the zoning process to achieve long-range land use goals. This includes directing Industrial uses nearer to existing Industrial areas (mostly to the north) and close to appropriate infrastructure such as water, sewer, electric, roads, and rail. It also strives to keep major travel routes visually appealing to travelers and residents as they approach Gillette.

The subject property is not specifically shown on the Future Land Use Map but is very near its' boundaries. Because of the proximity to the limits of the map, it is reasonable to apply the intent of the map for zoning considerations and to direct growth accordingly.

**Zoning Considerations: (cont'd)**

**I-2 Use District Chart (pgs. 94-95 of Ch. 7)**

Staff Comments: The uses named in the above referenced Use District Chart are reserved for the most intensive use of land. This would include wrecking yards, explosives manufacturing, quarries, etc. None of the uses for this location would be compatible with either Chapter 7 Zoning Regulations for adjacent land uses or the County Comprehensive Plan.

---

**Staff Recommendation:**

Staff cannot recommend approval of the zoning reclassification.

**Planning Commission Options:**

A. The Planning Commission can recommend approval of the rezoning request and state their reasons why.

B. The Planning Commission may recommend denying the request based on the reasons provided to them by staff and/or other reasons.

C. The Planning Commission may table the request for further consideration.

**Planning Commission Recommendation:**

**Board of Commissioners' Decision:**

A-2

Campbell County wyoming

# Application for **Zoning Amendment**

Permit Cost: **$200.00**

Primary Code Reference: **Chapter 7, Sections 10.60 and 10.5**

## Applicant Information

| | | | |
|---|---|---|---|
| Name of Applicant: | Tim FortNeR for Three Rivers Well Service In + Fortner Family Trust | | |
| Applicant Phone Number: | 406-784-2466 | Applicant Fax Number: | 406-784-6147 |
| Applicant Mailing Address: | 20 Fly CR LaNe Broadus mT 59317 | | |
| Applicant Email Address: | timshunting@live.Com | | |
| Relationship of Applicant to Property: | ☒ Owner ☐ Tenant ☐ Lessee ☐ Other | | |
| Name of Authorized Agent (if applicable): | Jason Walker | | |
| Agent Phone Number: | 307-340-1108 | Agent Fax Number: | 307-686-6326 |
| Agent Mailing Address: | jwalker2realestate@gmail.com | | |
| Agent Email: | 819 Country Club Rd Gillette WY 82718 | | |

## Property and Use Information

| | | | |
|---|---|---|---|
| Property Address (if different from applicant): | 874 HWY 50 Gillette wyo 82718 (870+) | | |
| Current Zoning: | C-1 | Current Use: | TRucKing + TaNK BusiNess |
| Proposed Zoning: | I 2 | Proposed Use: | SAme but adding fabrication |
| Legal Description(s): | Lot 2C and 2D B+A Subdivision | | |

## Project Information

Description of Amendment: *Please describe your project/use in as much detail as you feel necessary. Use extra sheets if required.*

See attached description

**FOR USE BY COUNTY STAFF – DO NOT WRITE HERE**

| | | | |
|---|---|---|---|
| Case Name/No.: | | Date Received: | |
| Fee/Amount Paid: | | | |
| Planning Comm. Date: | | PC Recommendation: | ☐ Approve ☐ Modify ☐ Deny |
| County Comm. Date: | | CC Decision: | ☐ Approve ☐ Deny |
| Chairman: | | Date Signed: | |

Campbell County
wyoming

## Application for **Zoning Amendment**

Page 2

The following items shall be submitted along with this application. Please review Chapter 7, Section 10.60 and/or Section 10.5 for the procedures and approvals required for a Zoning Amendment.

**Required Materials:**

a) A written narrative indicating the requested change in designation and/or the modification of any zoning language, pursuant to the requirements of Section 10.60 or 10.5 and adequate to allow the County Commission to make the findings required by Section 10.60 or 10.5.
b) A depiction of the subject property, showing all structures, landscaping, signage, fencing, road access, and other pertinent features, as well as all access points and adjacent roadways.
c) The names, addresses, and phone numbers of all property owners within 1,000 feet of the subject property.

**Acknowledgement of Right to Appeal**

The Applicant herein, or his/her authorized Agent, hereby acknowledges that he/she has been advised of the fact that decisions by the County Commission cannot be administratively appealed and that any appeal must be brought before the District Court, according to the requirements of Section 10.70 of the Zoning Regulations.

Applicant Signature: Tim Fortner Authorized Agent: John Walker

**Agent Authorization and Request for Notification of Changes**

The applicant, if signed below, grants the above noted authorized agent the authority to act on the property owners behalf regarding all matters of this application. Please also check YES if the Applicant requests to receive correspondence from the Planning Division regarding any submittals received or changes made during this application.

Applicant Signature: Tim Fortner Date: 5/12/21

☒ Yes, I request to receive notification of submittal changes made during the application review process.

To Whom this Concerns:

Description of Amendment:

We are seeking to change the zoning on our property from C-1 to I-2 as we feel that we made a mistake on the initial zoning process that we went through a few years ago.

The land surrounding lots 2C & 2D consists of properties that are unzoned,, agriculture land, and R-R . Because of the activities being held across HWY 50 on the unzoned parcels of land (to the east), we do not feel we are imposing or being detrimental to other land owners surrounding us, and we are not going to be imposing any health, safety, or welfare issues. The land owners to the east are currently participating in activities that resemble Industrial type properties. As Gillette and Campbell County grows, we feel that rezoning this property not only impacts us, but will have a positive impact for the County as well (increased tax basis and resale potentials).

It is our hope that the Planning and Zoning Commission finds that, based on the location of our buildings and all of the infrastructure on the 2 lots, we are not going to be subject any buffering standards per the county guidelines.

Our current business of Trucking, & the Oil and Gas Business really does not fit any description of C-1 in the County handbook. Because of the nature of our current business, we do some light manufacturing, mechanic work on our fleet of trucks, and fabrication within the walls of our building. Therefore, it is our desire to right this with the county for our own business and potential future business as well. To our knowledge, to date, we have not received any complaints from any neighbors, nor has the County Planning and Zoning Commission.

Tim Fortner

Wyoming, AC +/-

ROBINSON
FOX RIDGE AVE
KENNETH A DAVIS
DEREK M SCHAFF
JEREMY KALISCH
JEREMY KALISCH
TIMOTHY S COOK
TIMOTHY S COOK
TIMOTHY S COOK
KASEY COOK
MEDICINE LODGE RD
ZACHARY SHAW
ZACHARY SHAW
DUSTIN BROWN
DUSTIN BROWN
50
LEWIS RD
LEWIS RD
LEWIS RD
LEWIS RD
DARREL L ADSIT
FORTNER
FORTNER
JG SPECIALTY WELDING LLC
JODY L KETTERLING
JODY L KETTERLING
JG SPECIALTY WELDING LLC
STEVEN STENSLAND
THREE RIVERS WELL SERVICE INC &
JODY L KETTERLING
SBNL LLC
MANKIN LAND LLC
JULIA J NORLIN
JULIA J NORLIN
KEVIN BREUER
J W HAMMOND
J W HAMMOND
HJORTH INVESTMENTS LLC
HJORTH INVESTMENTS LLC
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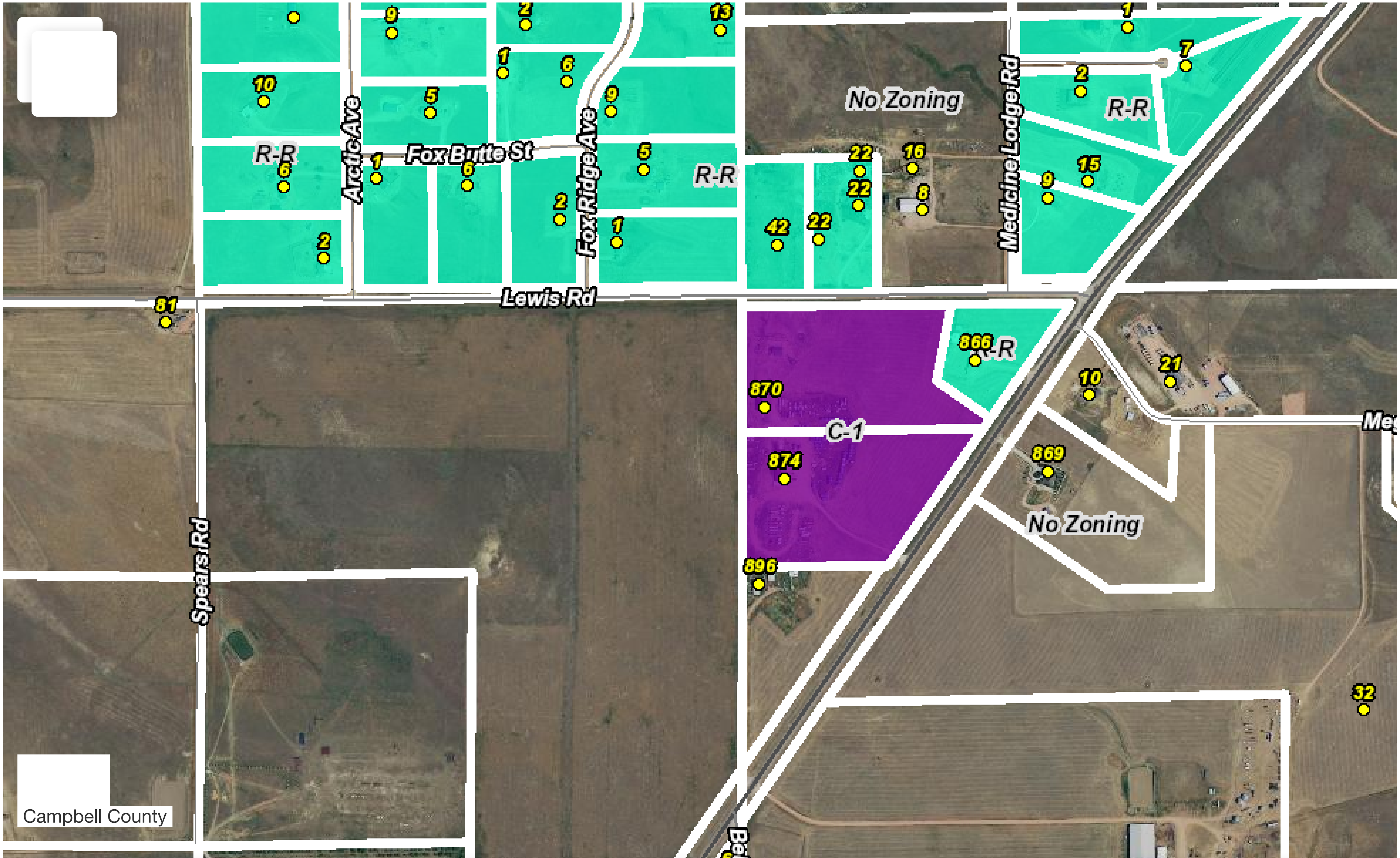


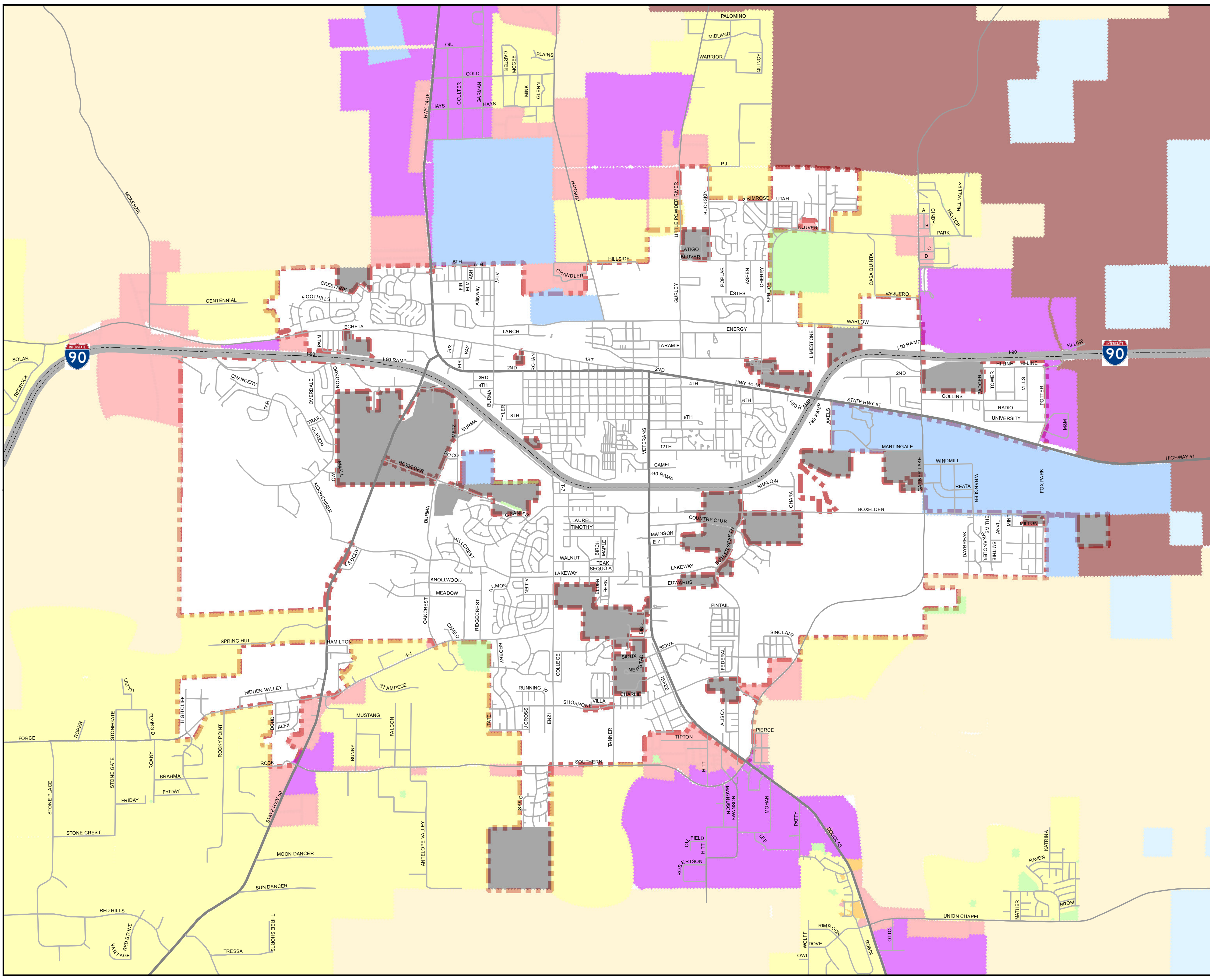

Atlas Explorer

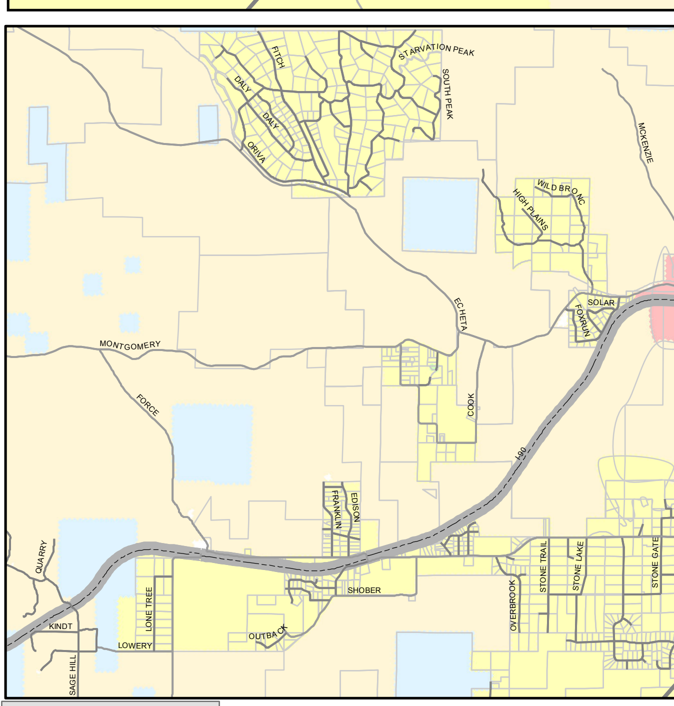
874 HWY 50

Campbell County
wyoming

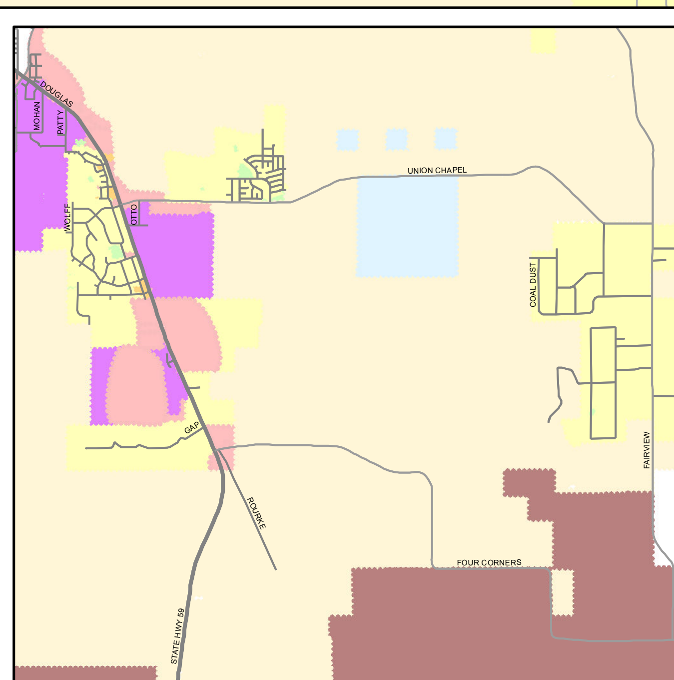
# CAMPBELL COUNTY
## 2013 Future Land Use

Campbell County
wyoming

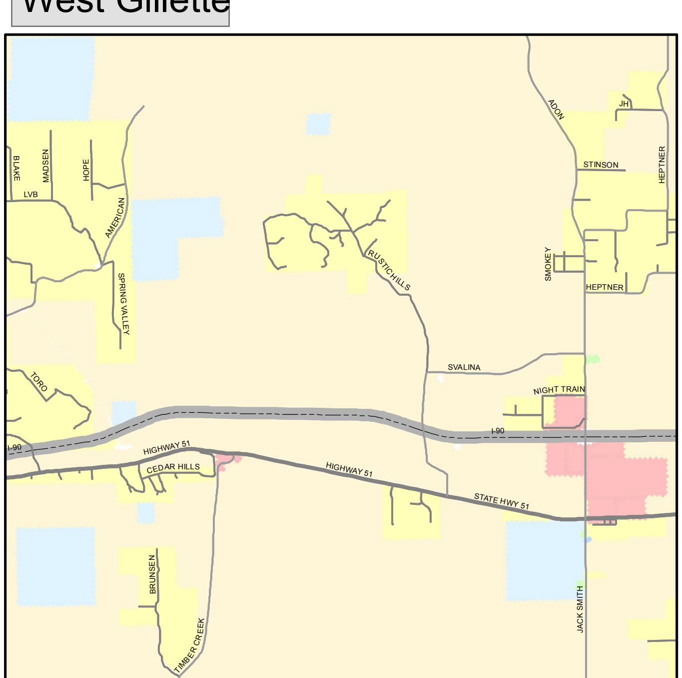




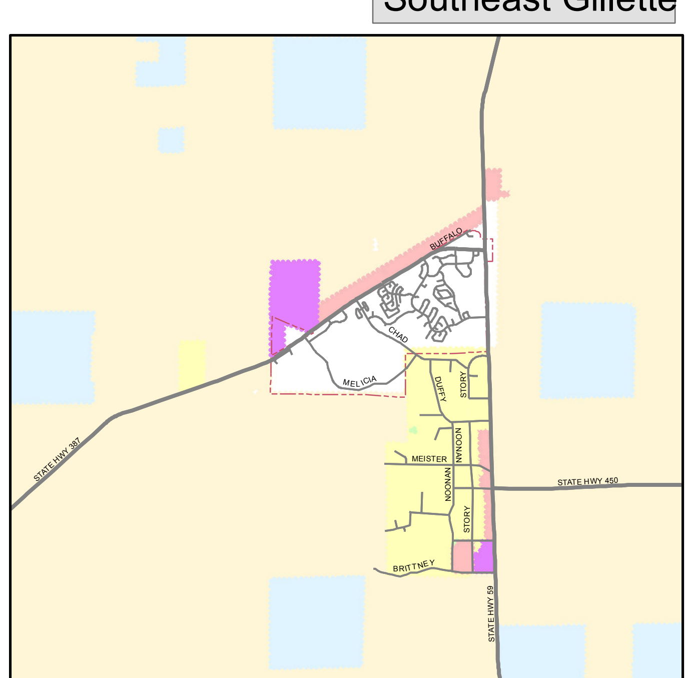
West Gillette



Southeast Gillette



Rozet Area



Wright Area

## Future Land Use Categories

- City Infill
- Commercial
- Federal/State/Public
- High Density Residential
- Industrial
- Mining
- Parkland/Infrastructure
- Public Facilities
- Residential
- Rural General
- City Limits

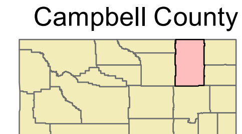
### Additional Map Information

Future Land Use categories shown on this map were created through a public input process during the development of the 2013 Campbell County Comprehensive Plan Update. This map is made available to the public by the County and is not a legally recorded map or survey and is not intended to be used as such.

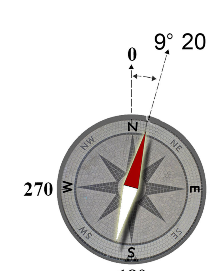
This map is created from compiled records, spatial information, and data from various sources. The source data may contain errors.

**Campbell County shall not be liable for any damages or claims that arise out of the user's access to, or use of this map. This map is provided as reference only and should not be relied upon without reviewing the Official Future Land Use Map kept in the Public Works, Planning Division. This Future Land Use Map is a generalization that is not updated daily. Maps can be pruchased in full size copies or small copies or by obtaining a .shp or .lyr file from the Planning Division**

Campbell County



State of Wyoming

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Leave Your Mark

COMPREHENSIVE PLAN 2013

Bret Wolz added that DEQ requires a permit to operate a landfill. As far as the zoning violations, the neighbors need to act on their own as this Board does not have the legal authority to act on complaints.

There were no more comments or questions from either the Board of the attendees. Voting on the motion to amend the planning considerations to include the 20' x 40' easement be located on the plat so it can be easily located on the ground was as follows:

| | |
|---|---|
| Bret Wolz | Yes |
| Vicki Schlautmann | Yes |
| Bob Ostlund | Yes |

Motion carried 3/0.

Voting to recommend approval of the resubdivision pending completion of all planning considerations was as follows:

| | |
|---|---|
| Vicki Schlautmann | Yes |
| Bret Wolz | Yes |
| Bob Ostlund | No |

Motion carried 2/1.

**Case No. 04.11 COMP**
**B & A Subdivision, Resubdivision of Lot 2, Tim Fortner/Doyle Land Surveying**

Bob Ostlund introduced the case. Bret Wolz made a motion to approve the resubdivision upon planning considerations being completed. Vicki Schlautmann seconded the motion.

Steve Anderson presented the case. The property is located about 8 miles south of I-90 on the western side of Highway 50. It is south of the intersection of Highway 50 and Lewis Road. The applicant proposes to subdivide 28.81 acres into 2 parcels; Lot 2A containing 18.81 acres and Lot 2B containing 10 acres.

Bret Wolz thanked the applicant and agent for their foresight in submitting a separate subdivision.

Mr. Bob Norlin, a neighbor, stated he objects to the splitting of another lot and having a commercial shop close to his home. The nearest commercial area is 2½ miles, with Marathon Oil being another 1 mile away. Mr. Norlin had appeared before the County Commissioners on another matter and was chastised by a Commissioner to follow the proper procedures, which is the reason he is attending the Planning Commission meeting.

Bob Ostlund reiterated that going through the property channels will help with one's objective.

Mr. Wolz stated that during the meeting for zoning, there were no objections at the meeting. He asked Mr. Norlin to clarify specifically to what he is objecting. Mr. Norlin replied that anything commercial does not belong in the area.

Mr. Wolz made a motion to amend the planning considerations to include recommending the approval of the resubdivision contingent upon the zoning being approved. Bob Ostlund seconded the motion.

Tim Fortner introduced himself as the owner of the proposed resubdivision and neighbor of Mr. Norlin. He stated that there are other businesses in the area who have not gone the extra mile to go through the zoning and subdivision process.

Vicki Schlautmann explained that most of those businesses are in unzoned areas and unzoned areas have no restrictions. Unfortunately, by subdividing, the owner must be zoned. The County does not have a zoning officer.

Barb Doyle, agent for Mr. Fortner, spoke to clarify that Mr. Fortner's property had 2 zonings on it. He would be willing to sell the shop as a barn and keep two R-R zoned lots on it. Bob Ostlund noted that Mr. Fortner would have to go through the subdivision process for that scenario.

Voting to amend the planning considerations to include recommending approval of the resubdivision be contingent upon the zoning being approved was as follows:

| | |
|---|---|
| Bret Wolz | Yes |
| Vicki Schlautmann | No |
| Bob Ostlund | Yes |

Motion carried 2/1.

Voting to recommend approval of the resubdivision upon completion of the planning considerations was as follows:

| | |
|---|---|
| Vicki Schlautmann | Yes |
| Bret Wolz | Yes |
| Bob Ostlund | Yes |

Motion carried 3/0.

**DEPARTMENT OF PUBLIC WORKS**
**Building & Planning Division**
500 S. Gillette Avenue, Suite 1500
Gillette Wyoming 82716
Phone 307-685-8061 Fax 307-687-6468

November 14, 2014

Steven & Twila Stensland Revocable Trust
906 E 2nd St
Gillette , WY 82716

RE: Resubdivision of Lots 2C & 2D, B & A Subdivision

Dear Neighboring Landowner:

I would like to inform you of a proposed re-subdivision and re-zoning request in your area. If you should have any concerns or comments, you are invited to attend the following public hearing:

The County Planning Commission will review the re-subdivision and re-zoning request at their meeting on Thursday, December 18, 2014 at 7:00 P.M. in the Commissioners' Chambers of the Courthouse, 500 South Gillette Avenue, Gillette, Wyoming. The applicants are also requesting proposed Lot 2C, currently zoned R-R (Rural Residential), to be re-zoned C-1 (General Commercial District).

The attached aerial photo shows the proposed re-subdivision and re-zoning location highlighted in yellow.

If you are unable to attend the meeting and have any comments regarding this proposal, you may send a signed letter or fax to this office and it will be forwarded to the Commissioners on your behalf. A copy of the plat is enclosed for your review. Please do not hesitate to contact us at 685-8061 if you have any questions.

Sincerely,

*Megan Nelms*

Megan Nelms, AICP
Planner and Zoning Administrator

Enclosure

Steven & Twila Stensland Revocable Trust
906 E 2nd Street
Gillette Wyoming. 82716
January 12, 2015

RECEIVED
JAN 20 2015
Public Works
Building Division

Department of Public Works
Building & Planning Division
500 S. Gillette Ave, Suite 1500
Gillette Wyoming. 82716

RE: Re- Subdivision of Lots 2C & 2D, B & A Subdivision

Dear Commissioners,

In response to your letter dated November 14th 2014 regarding the re-subdivision and re-zoning request in our area, this is a great concern of ours as we purchased our property under the existing zoning and subdivision rules and by laws. We did purchase under the understanding it would be R-R Rural Residential area, we have no desire to live across from a commercial property or a trucking business. We believe that this action will cause our property value to decrease, we will no longer be living in rural setting with a commercial business across the road. We also have concerns as to how this will affect the roads leading in and out of our property. Heavy truck traffic will have a distressing amount of damage to our roads. We are not in favor of a re-zoning or re-Subdivision at this time.

Thank you

Sincerely,

Steven & Twila Stensland Revocable Trust

Enclosure

Petition w/ Signature Sheet
Rec'd 6/17/21 by Petitioners

Planning Commission,

We are opposed to the re-zoning request by the Fortners for their property located on Highway 50 and Lewis Road. They are requesting to go from a C-1, General Commercial District to an I-2 HEAVY Industrial District. This request is wholly inappropriate and absolutely not compatible with surrounding land uses.

The residential property directly adjacent to the Fortner's property is zoned R-R (Rural Residential). The County regulations state that I-2 and residential zoning are not allowed to be adjacent to each other, even with buffering.

That is also a concern we have, as the Fortners have requested to be exempt from the buffering requirements of the Zoning Regulations. So not only do they want to impose on neighboring residential, they also want to have any type of mitigation of those impacts waived.

Finally, the Fortner's state they have been utilizing the property for more industrial uses for a number of years, not in the correct zoning district. They state they want to "right this with the county" however, they fail to mention that they have had the property listed for sale for over 500 days. If they are trying to sell, then all of their current use and the existing placement of buildings and equipment on the property could change overnight, and if their requests were to be granted, we, the neighboring landowners would be the ones to suffer the impacts.

Yes, there are industrial type uses occurring on the east side of Highway 50 and some to the north side of Lewis Rd., but the majority of this area is residential in nature. Those nearby properties with the industrial uses are <u>unzoned.</u> The Fortner's chose to subdivide their property, and therefore, are now subject to the zoning regulations. We also do not believe the commercial zoning was a mistake, as many landowners attended to the hearing years ago when it was zoned to oppose any industrial zoning then.

To summarize, we are not in favor of any type of re-zoning to industrial (we would also oppose any I-1 Light Industrial Zoning, for the same reasons stated above). We want to keep this area large-acre residential in nature and the County allowing industrial zoning would be detrimental to our property values.

If the Fortner's request were to be granted, we would like to see the buffering standards fully enforced.

Thank you for your time and consideration.

| NAME | ADDRESS | SIGNATURE |
|---|---|---|
| | | |
| | | |
| | | |

| NAME | ADDRESS | SIGNATURE |
| --- | --- | --- |
| Julie Belless | 10 Bell Rd | Julie Belless |
| Dalton Pope | 957 State Hwy 50 | [illegible] |
| Darva Pope | 953 State Hwy 50 | Darva Pope |
| GARY B. POPE | 953 STATE HWY 50 | [illegible] |
| Lee Yake | 68 Sylvan Rd | Lee Yake |
| Carol Yake | 68 Sylvan Rd | Carol Yake |
| DON McKIM | 136 LEWIS RD | Don McKim |
| JAMES MANKIN | 2000 Hwy 50 | [illegible] |
| Aaron Caldwell | Sylvan Rd | [illegible] |
| Twila M. Stensland | 869 Hwy 50 | Twila Stensland |
| Steven G Stensland | 869 HWY 50 | Steven Stensland |
| [illegible] | 861 megans WAY | AARON Schwartz |
| Teresa Lopez | 861 Megans Way | [illegible] |
| Buddy Nixon | Hwy 50 | Buddy Nixon |

| MEMBERS PRESENT | MEMBERS ABSENT |
|---|---|
| Todd Hildebrand, Chairman<br>Bob Jordan, Vice Chair<br>Harry Averett, Member<br>Kurt Siebenaler, Member<br>Marc Matlick, Member | |

STAFF MEMBERS PRESENT
Sam Proffer, Planner and Zoning Administrator
Clark Melinkovich, Staff Engineer & County Recorder
Matt Olsen, Public Works Director

The meeting was brought to order at 7:00 p.m. by Chairman Hildebrand.

**Approval of Minutes**

Commissioner Hildebrand asked if the Commissioners had reviewed the minutes from the May 20th, 2021 meeting. Staff Engineer Clark Melinkovich called the Commissioners attention to a modification that had been made to the minutes of that meeting where the minutes called the Cox Subdivision request a Rezoning request. This error was corrected by staff. Commissioner Siebenaler made a motion to accept the minutes as amended. Motion was seconded by Commissioner Jordan. All voted aye. Motion carried.

**Case No. 21.02 COZ**

Commissioner Hildebrand introduced the case and asked staff to present. Planning and Zoning Administrator Sam Proffer presented the case and could not recommend approval based on incompatibility with Chapter 7 Zoning regulations, specifically Industrial Zones should not be adjacent to Residential, incompatibility with the County's Future Land Use Map, and the Comprehensive Plan's goal of avoiding industrial uses on gateway entrance highways.

Commissioner Hildebrand asked if there were any comments on this request. Sam Proffer had none, but staff engineer Clark Melinkovich had received a phone call from Roger Granby against it.

Commissioner Hildebrand opened the floor for public comment.

Jason Walker, agent for the applicant approached the commissioners and stated that the owners had felt like they made a mistake in rezoning the land in 2004 to a C-1 classification and that it didn't fit the needs of the use for their business. Mr. Walker said that conversations with his client led him to the conclusion that the current zoning was not appropriate for his business and that it would be worthwhile to bring it back to the

County to review and correct a mistake and change the zoning to reflect the use of the land.

Mr. Walker went on to say that his client had been running an oilfield coal-bed type business since 2004 to 2014 at that location when it was zoned R-R and that was why they had requested a zoning change back then.

Commissioner Hildebrand asked Mr. Walker to clarify if one parcel was zoned C-1 in 2004. Mr. Walker said yes. Mr. Walker said that it still didn't fit the oilfield coal-bed type business that was being operated at that location. Mr. Walker stated that perhaps the C-1 classification was different in 2004 than it is now. Mr. Hildebrand said that they did not know the answer to that question.

Commissioner Hildebrand asked Mr. Walker what was the use that they didn't feel fit for a C-1 zone. Mr. Walker said that there was a trucking business, mechanic shop, frack-tank business, and some manufacturing/fabrication.

Mr. Walker noted staff brought to his attention the 2013 County Comprehensive Plan and the Future Land Use Map which he was previously unaware of. Mr. Walker produced several slides of maps that he had created from the County website to demonstrate that I-1 zoning was an acceptable classification for his clients' land based on his understanding of the Comprehensive Plan and Future Land Use Map.

Mr. Walker pointed out that he was unaware that the Comprehensive Plan would even be brought up in the conversation in the possibility of changing the zoning since the property is past the 1-mile boundary of the Future Land Use Map. Mr. Walker also stated that he was familiar with the nature of County zoning and land use processes and that sometimes there are exceptions.

Mr. Walker brought up the subject property (Fortner) and the un-zoned properties around the area such as the one to the east that is used for heavy industrial purposes that the County is unable to regulate. He also pointed out that the Fortner property had always been used for industrial type purposes to the best of his knowledge and that he was unaware of any complaints about the activity from any of the surrounding residential properties.

Mr. Walker again brought up the Comprehensive Plan and how market forces seem to indicate that there is a need for allowing industrial forces in this area (near the Fortner property). Mr. Walker submitted more maps for consideration and how the City of Gillette and the County planning and zoning overlap each other. He showed several maps that showed Industrial Zoned properties that he felt were similar circumstances to the Fortner property where Industrial Zones were allowed next to Residential Zoned properties. There was general discussion between the Planning Commission and Mr. Walker over specific details of each case presented.

Commissioner Averett addressed Mr. Walker and asked him about what the Fortner's were doing at their location now that wouldn't already be allowed in a C-1 Zone. Commissioner Averett gave examples of what he could do with his automotive repair business in a C-1 Zone when he was in business. Commissioner Averett questioned the need to re-zone the property because he didn't see the need based on how it was currently being used stating that he thought it was in keeping with a C-1 Zone. He pointed out that both the County and the City both tried to keep industrial areas near transportation infrastructure, etc., so that those types of businesses could sell and transport their products. Commissioner Averett pointed out that the Fortner property was working on their own equipment, etc., and were not selling fabricated products to the public or industry, therefore didn't need to be rezoned to an Industrial classification.

Mr. Walker then showed several more slides of Industrial areas in and around the County and City of Gillette that showed homes and similar type uses adjacent to Industrial zones. Chairman Hildebrand thanked Mr. Walker for his presentation but commented that most of those properties had been zoned a long time ago. He also explained that the County was trying to prevent those sort of zoning situations in the future and that just because those situations exist, doesn't mean that it is a good thing. He also commented that a lot of those Industrial uses were pre-existing, and the homes were built up around them.

Commissioner Averett commented that he can remember this sort of thing happening over the years and that the people who needed land to build houses voluntarily decided to build houses near the Industrial areas, not the other way around. He also stated that this rezoning request was based on the desire for an Industrial zone to be placed in a residential area. He also stated that even thought there are not a lot of people there now, the area is growing and people are looking for land to build on and Commissioner Averett felt that we didn't need another Industrial zone south of town in his opinion.

Commissioner Jordan noted that he is a long-term resident of Campbell County and that he saw the boom-bust cycle where industry came in and then homes needed to be built and people chose to build homes nearby. He said that this has been a problem for a long time in the County. Commissioner Jordan stated that it's different when Industry is existing, and people choose to move next to it rather than an Industry moving next to a home. He stated that this creates problems for the residences.

Mr. Walker had no further comments at this time. Commissioner Siebenaler noted that the property is for sale and asked Mr. Walker if the property being for sale was a factor in the zoning. Mr. Walker said that he did have a person interested in the property but were reluctant to purchase it without being assured that they could run their business. Commissioner Siebenaler asked Mr. Walker if this rezoning request was more about trying to make a sale of the property than trying to accommodate for what the Fortner's are doing with it. Chairman Hildebrand said that this may be more about the sale of the property than what the Fortner's want to do with their property. Mr. Walker acknowledged that did factor some but that he also didn't feel that the current use was in keeping with the current zoning classification.

Chairman Hildebrand then invited the public to come forward.

Ms. Darva Rye, 953 State Highway 50 and said that she had experience with the situation from a previous letter that she had received back in 2004. Ms. Rye stated that in 2006 Mr. Fortner approached her to establish a small water well service company at the 874 Highway 50 location and that he was a small business owner (a beekeeper) from Montana. She did not know what his zoning was at the time. Her and her husband moved to their current location in 2001. She knew that he wanted to start a business, but not that he wanted to establish a commercial zoning. She stated that not very long later that she started seeing a fleet of semi water trucks. She noted that there was a 1,750 ft. water well that Mr. Fortner was using to fill the trucks and that shortly thereafter her water well began to lose pressure and have a smell. She had the water tested and it was still within safe limits but was getting worse. She noted that her neighbors had also began to have water well issues with smell and lack of water. She noted that it got so bad that she could only wash clothes certain days of the week, but even then, the clothes smelled.

She also stated that there was a traffic safety issue. She noted that at one time there were 22 tankers for 3-Rivers Water Well Service pulling water out of the well and utilizing Highway 50 and the water table. There was a big issue at what time of the morning they could access Highway 50. She noted that Highway 50 is a narrow two-lane with narrow shoulders and few passing lanes. She stated that there had been fatalities in front of her residence because of the heavy truck traffic of both water tankers and methane & oil truck traffic. Ms. Rye said that they were previously accessing their property from Highway 50 but were concerned about the danger since they themselves were nearly in an accident turning into their property, so they changed their access to off Bell Rd.

Ms. Rye said that there was a third issue she has is the noise issue. She complained of the Fortner’s trucks using their Jake Brakes and general noise from the business was a nuisance. She also noted the impact on the wildlife. She noted that before the Fortner business started there was a lot of wildlife in the area, but it had significantly diminished since the Fortner’s business started.

Ms. Rye then read the letter that the Fortner’s had sent to the Planning Commission verbatim. (See letter in application packet.)

Ms. Rye then commented that the business had bothered them in the past and that it was their fault (the residents) that they did not complain to the County previously, but that they were complaining now. She said that they were against this rezoning and that she felt there was an issue of integrity when the business was previously presented to them. She said that people that are living in the area do not want this sort of business around them. She said that she researched the area and the Highway 50 was one of the few major highways coming into Gillette that still didn’t have a lot of Industrial areas along the highway. She said that it is a beautiful area. She said she wished all the areas were zoned so that it could be controlled. She reiterated that she objects and protests any zoning change.

Chairman Hildebrand asked if anyone else wished to speak.

Ms. Twila Stensland, 869 Highway 50 then approached the Commission. Ms. Stensland stated that she lived directly across the road from the Fortner property. She asked to be able to read a petition letter that she wrote and then gave a copy to the Commissioners. The petition was signed by 14 adjacent property owners. (See attached copy).

The letter touched on zoning, compatibility of surrounding areas, buffering, current land use by the Fortner's, etc. The letter ends by saying that they are opposed to the rezoning, but if it is approved that buffering standards should be fully enforced.

Ms. Stensland went on to say that the property hasn't been actively being used by the Fortner's for the past year or so, and that the only reason for the rezoning is so that they can sell the property. She is opposed to the Industrial zone because they don't know who their neighbors would be. She also said that any potential heavy industrial uses would cause safety issues. Ms. Stensland said that because the property is not in use, that she felt it was deceitful and giving the wrong impression on the Fortner's part to ask for a rezoning because they simply wanted to sell the property, and that they were not using it. Ms. Stensland also pointed out that it was the Fortner's realtor who was presenting at this meeting and not Mr. Fortner himself. She ended by saying that they were there first and that there were complaints from neighbors and asked the Commission to deny the request.

Chairman Hildebrand then asked if anyone else would like to speak.

Ms. Carolyn Yake, 68 Sylvan Road approached the Commission. Ms. Yake said that they bought the property in 2000 and moved to the property in 2011 and drilled a well and originally had good water, but 3 years later they began to have trouble with their water well. She said someone told her that 3-Rivers Well Service (the Fortner property) had drilled a well and she called the State office in Cheyenne to ask about the Fortner's well. She said that the person she talked to in Cheyenne said that 3-Rivers Well Service did have an application on file for a well, but not for commercial purposes. She said that she told the person in Cheyenne that the Fortner's were running a commercial water supply service from a well. Ms. Yake said that the person in Cheyenne then said that they (the state) did not have a completed water well drillers report from the Fortner's, 3 years after the date of the application.

Ms. Yake then said that the realtor should check with the State if the well that the Fortner's had was in fact legal. Ms. Yake made general comments about well permitting processes. Ms. Yake also said the she felt that what the Fortner's were using the property for was not legal and that she felt that there was a lot of things that were not right and that Mr. Fortner was asking for the zoning change to cover his mistake.

Commissioner Siebenaler asked Ms. Yake about the condition of her water well now. Ms. Yake said that it got so bad that they had to drill a new well, but the new well was no better than the original well. She said that it was not like that before. One of the other Commissioners asked the cost to drill the second well. Ms. Yake answered (inaudible.)

Chairman Hildebrand then asked if anyone else would like to speak.

Mr. Roger Ganske, 620 Highway 50 approached the Commission. Mr. Ganske said that he lived some distance from the property, but he wanted to speak for the landowners in that area because he feels that the landowners adjacent to the Fortner property would lose out. He said no one wants to live next to a salvage yard and that the surrounding properties would lose value. He asked the Commissioners to deny the zoning change. The Commission asked Mr. Ganske how long he had lived at his residence. Mr. Ganske said he bought the land in 1995. The Commission asked by show of hands how many people bought their property before 2003. (Several hands went up; no count was taken.)

Chairman Hildebrand then asked if anyone else would like to speak.

J.W. Hammond said that he owned the (70 acre) property directly across the road for 10 years but he has not built on it yet. Mr. Hammond said that he was aware of the water problems across the road. Mr. Hammond said that he felt it was dishonest in nature by the Fortner's that they had used the property for commercial and the neighbors have suffered and that Mr. Fortner was simply trying to maximize the value of his property by rezoning it to Industrial. He also stated that there were safety concerns for the property and that there was a fatal accident at one time and that the Fortner's had blocked off one of the entrances off Highway 50. He said that he strongly opposed the rezoning to Industrial and if anything, it should be rezoned back to residential. Mr. Hammond reiterated that he thought it was dishonest in nature or else Mr. Fortner would be here in person himself.

Chairman Hildebrand then asked if anyone else would like to speak.

Mr. Steve Stinsland, 869 Highway 50 approached the Commission. Mr. Stinsland said that he wanted to bring up the accidents mentioned before again because previously trucks entering the Fortner property at one time had to stop in the middle of Highway 50 and get out to open the gate. Mr. Stinsland then discussed with the Commission how much of the property was zoned C-1. It was clarified that both lots are C-1. Mr. Stinsland said that if it is approved, they need to provide good buffering. Mr. Stinsland also said that he felt that the applicant only wanted to rezone it so they could get more money for it and that he didn't want to live next to a lot of noise or a junk yard or similar.

Chairman Hildebrand then asked if anyone else would like to speak.

Mr. Walker, agent for the Fortner's approached the Commission. Mr. Walker wanted to address previous questions and comments regarding sizes of adjacent commercial properties in un-zoned properties and provided lot sizes for various businesses close to the area. Mr. Walker then read the definition of uses for C-1 and said that he didn't think that the zoning was appropriate. Commissioner Averett said that he thought that the Fortner's were compliant with the zone that they were currently in. There was general discussion about when the property was first subdivided, zoned and portions sold off. Commissioner Jordan commented about zoning changes and timelines and history of the property. Mr. Jordan commented that he thought that not much had changed since the property was previously zoned. Commissioner Jordan also asked what any prospective buyers might do with the property and if there would be additional truck traffic. A prospective local buyer was interested in it but was afraid to move forward with an industrial paint and sand blasting company because the buyer felt that they might not meet County zoning regulation requirements.

Chairman Hildebrand asked Zoning Administrator Proffer if this type of business would be allowed in a C-1 zoning district. Mr. Proffer stated that it was his understanding of the regulations that if it was operated in an enclosed building then the answer would be yes. If it was a business that had vehicles in disrepair in view outside the building it would not be allowed. Chairman Hildebrand said that he was more concerned about storing vehicles and things outside. Clarification was made that businesses like car and truck dealers would be acceptable in a C-1 zone but not a commercial construction supply yard.

There was several minutes of conversation in the audience that was inaudible where the speakers were not identified. There was also some conversation about adjacent properties for sale.

Chairman Hildebrand then asked the audience if there was any new information or anything that someone would like to add to the conversation.

One of the audience members asked if the property was currently in compliance. County Engineer Melinkovich responded by saying that there may be some issues at this location, but staff had not investigated. He went on to say that the County does have a process where complaints from the public can be made. Commissioner Averett provided some history on the land in question and provided details of the Planning Commission meeting minutes from 2004 when Mr. Fortner had first subdivided and zoned the property. Commissioner Averett said that it appeared from the 2004 meeting notes, that there was some confusion back then on how to zone the property.

There was more general conversation from unidentified audience members that discussed the use of the property vs. what was an allowed use. Chairman Hildebrand stated that he felt the central theme of this conversation was that it appears that Mr. Fortner is not doing anything out of compliance currently based on the status of little business activity at the site. Chairman Hildebrand stated that it appeared that the rezoning request had more to do with trying to make the property more marketable than it did to bring it into compliance with any County regulations. Mr. Hildebrand said that if the County had received complaints about the property being out of compliance there might be a different discussion, but since this 'came out of left field' and there wasn't really any reason to rezone the property to bring it into (zoning) compliance, he wasn't buying into it.

Mr. Walker stated that part of the rezoning request was at his urging based on his knowledge of how Mr. Fortner had used his property in the past and his understanding of the zoning laws for this location, but thanked Chairman Hildebrand for clarifying that he (Hildebrand) thought it was in compliance. Commissioner Averett reiterated his concern that the request was simply to make the property easier to sale.

Commissioner Averett made general comments how that the neighbors were free to make complaints to the County if they felt that the use of the property was not in compliance for its' current zoning. He went on to say that the concern was over who might use the property in the future if it is rezoned to Industrial.

There were several more inaudible comments from unidentified individuals from the audience. County Engineer Melinkovich asked that anyone who wished to speak to please come forward to the microphone and identify themselves.

Ms. Twila Stensland approached the Commission and stated that she was concerned about being able to sell her home and home value in the future. She said that while it is her home now, at some point in the future she may want to sell.

Mr. Walker asked all the Commissioners if they thought that the Fortner property is compliant with the zoning regulations. County engineer Melinkovich said that they should really get staff input on that question and that had not been really analyzed. Chairman Hildebrand asked Zoning Administrator Proffer if the property is compliant. Mr. Proffer explained that staff would have to look at historical data to at least 2004 to see what everything had been used for and that the property may be a legal non-conforming use. Mr. Proffer did clarify that a C-1 zone does not allow for industrial storage. Mr. Proffer read an excerpt from Chapter 7 zoning regulations defining what type of storage was and was not allowed.

An unidentified audience member again asked why the Fortner's wished to rezone and the Fortner's agent Mr. Walker responded again that it was his (Mr. Walker's) idea to rezone based on his reading of Chapter 7 zoning regulations because Mr. Walker felt that what the Fortner's had always used it for was more in line with an Industrial use.

Chairman Hildebrand asked staff if they knew when the current shop building was built. Zoning Administrator Proffer said that a building permit was issued in 2004 for commercial truck repair with office space in part of it. Commissioner Jordan wondered if the current use was compliant with the existing zoning. County Engineer Melinkovich stated that the staff report did not analyze if the property is compliant with current zoning regulations, only on the request at hand. Mr. Melinkovich said that staff could research the topic and provide that information to the Commission if they would like for us to do so.

Mr. Walker clarified for the Commissioners when the buildings were completed on the property. The shop building was completed in 2005 and the second shop on the north parcel was built in 2007.

Chairman Hildebrand stated that if there were no further discussion, he would entertain a motion. Commissioner Siebenaler made a motion to approve Case 21.02 COZ to rezone the properties in question and was seconded by Commissioner Jordan. County Engineer polled the Commissioners.

Voting was as follows:

| | |
|---|---|
| Commissioner Jordan: | Nay |
| Commissioner Averett: | Nay |
| Commissioner Siebenaler: | Nay |
| Commissioner Matlick: | Nay |
| Chairman Hildebrand: | Nay |

Motion to approve failed. 5/0

Chairman Hildebrand thanked everyone who attended and provided input and urged the audience to contact staff if they had other questions or comments.

**Old Business**

County Engineer Melinkovich briefed the Commissioners on the Dove Creek Subdivision that had been tabled at the previous Planning Commission meeting. Mr. Melinkovich said that staff had reached out to the applicant to check on the status of the project and that the applicant was still working through some issues and would get back with staff.

County Engineer Melinkovich also pointed out that this meeting was Commissioner Matlicks' last meeting. All present thanked Mr. Matlick for his service.

The following page(s) contain the backup material for Agenda Item: 10:40 Elections Systems Maintenance & Support Services 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.

**ELECTION SYSTEMS & SOFTWARE, LLC HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT**

THIS HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, LLC, a Delaware Limited Liability Company ("ES&S") and **Campbell County, Wyoming** ("Customer").

RECITALS:

A. ES&S has sold to Customer the proprietary voter tabulation equipment ("Equipment") and will license the software ("Software") described on Attachment 1 and Customer now desires to obtain maintenance services for such Equipment and license, maintenance and support services for such Software.

B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.

C. Effective August 1, 2021, this Agreement supersedes and replaces in their entirety any and all prior agreements between ES&S and Customer respecting maintenance services for such Equipment and license, maintenance and support services for such Software. The parties acknowledge and agree that the Contract between the Wyoming Secretary of State and ES&S dated March 4, 2020, remains in effect and the maintenance and support responsibilities required to be provided through July 31, 2021, are not affected by this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

## ARTICLE I
## GENERAL

1. **Term; Termination.** This Agreement for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Attachment 1 (the "Term"). Upon expiration of the Term, this Agreement may be renewed by the parties upon terms and conditions as may be mutually agreed upon in writing by the parties. This Agreement may be terminated by the first to occur of (a) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (d), which will require no notice), (b) the date which is sixty (60) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (c) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (d) the date which is forty-five (45) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Agreement is terminated pursuant to subsection 1(b) or 1(c) above.

2. **Fees.** In consideration for ES&S's agreement to provide Hardware Maintenance Services and Software License, Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Attachment 1 for the Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Term are due as set forth on Attachment 1. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Term, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

## ARTICLE II
## HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Attachment 1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation (as defined below), normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "'Routine Maintenance Services." Routine Maintenance Services shall be provided once each **Twenty-Four (24) Months** during the Term. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Term. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within forty-five (45) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products during the Term. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environment Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Product's Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Term expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S's then current rates and shall be due from Customer within forty-five (45) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S's then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

## ARTICLE III
## ANNUAL LICENSE OF SOFTWARE

**1. Grant of License.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time, part time or temporary employees to use the Software and all related operating instructions, user manuals and training materials supplied by ES&S (collectively the "Documentation") in **Campbell County, Wyoming** ("Jurisdiction"). The license allows Customer to use and copy the Software (in object code only) and the Documentation, solely for the purposes of defining an election and tabulating and reporting election results in the Jurisdiction. The licenses granted in this Section do not permit

Customer to use the source code for the ES&S Software. The license does not permit Customer to take any of the following actions:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Software or Documentation, in whole or in part, to or by any third party including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any coding, programming or layout services) without ES&S' prior written consent; or

c. Cause or permit any change to be made to the Software without ES&S' prior written consent.

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

**2. License Fees**. In consideration for ES&S's grant of the license for the ES&S Software described in Section 1, Customer shall pay ES&S the ES&S Software License Fees set forth on Attachment 1. Any license or royalty fees payable to any Third Parties for the use of any third-party items are the sole responsibility of Customer.

**3. Term of License.** The licenses granted in Section 1 shall commence upon the delivery of the ES&S Software described in Section 1 and shall continue during the Term. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1, 2, or 4 with respect to, such license. Upon the termination of either of the licenses granted in Section 1 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

**4. Proprietary Rights.** Customer acknowledges and agrees that ES&S owns all right, title and interest in and to the Software and Documentation, subject to the license granted herein. ES&S likewise owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the Software and Documentation. The Software and Documentation also contain confidential and proprietary trade secrets of ES&S which are protected by law and are of substantial value to ES&S. Customer shall keep the Software and Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices which are set forth on the Software, the Documentation, and all permitted copies thereof.

## ARTICLE IV
## SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **Services Provided.** ES&S shall provide maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Attachment 1.

2. **Updates.** During the Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third-Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon

delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates, (ii) train Customer on Updates, if such training is requested by Customer; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. In the event Customer requests that ES&S install ES&S Firmware Updates, ES&S shall install such ES&S Firmware Updates in conjunction with a scheduled Routine Maintenance Services event provided Customer is subscribing to and has paid for ES&S's hardware maintenance services which include Routine Maintenance Services. Customer shall pay ES&S to install all ES&S Firmware Updates which are requested to be installed outside of a scheduled Routine Maintenance Services event or in the event the Customer has not subscribed to ES&S' hardware maintenance services which include Routine Maintenance Services. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. ES&S shall not be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. . In the event that any Updates are required due to changes in state law, Customer shall be responsible for:

(i) the total cost of any third-party items that are required in order to operate the Updates;

(ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and

(iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license

to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. **Reinstatement of Software License, Maintenance and Support.** If the Term expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Term not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

## ARTICLE V
## MISCELLANEOUS

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S's total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software License and Maintenance and Support.

3. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

5. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a

successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

6. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Customer expressly reserve sovereign and governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns. 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 ES&S, 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 sovereign immunity shall be construed in favor of sovereign immunity.

7. **Indemnification**. ES&S shall release, indemnify, and hold harmless the State, the Customer, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of ES&S's failure to perform any of ES&S's duties and obligations hereunder or in connection with the negligent performance of ES&S's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of ES&S's negligence or other tortious conduct up to the value of the Contract. ES&S may participate in the defense of such claims in consultation with the Wyoming Attorney General.

8. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including Attachment 1 (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Attachment to this Agreement and these General Terms, the provision contained in the Attachment shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article II, Section 1(f) and Article III, and Article IV, Sections 1-6 shall survive the termination of this Agreement, to the extent applicable.

9. **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

| | |
|---|---|
| ELECTION SYSTEMS & SOFTWARE, LLC<br>11208 John Galt Boulevard<br>Omaha, NE 68137<br>Fax No.: (402) 970-1291 | CAMPBELL COUNTY, WYOMING<br>P.O. Box 3010<br>Gillette, WY 82717<br>Fax No.: N/A |
| ____________________<br>Signature | ____________________<br>Signature |
| ____________________<br>Name (Printed or Typed) | ____________________<br>Name (Printed or Typed) |
| V.P. of Finance<br>Title | ____________________<br>Title |
| ____________________<br>Date | ____________________<br>Date |

## PRICING SUMMARY AND PAYMENT TERMS

| **Sale Summary:** | | |
|---|---|---|
| **Description** | **Refer To** | **Amount** |
| ES&S Hardware Maintenance Fees | Attachment 1 | $37,662.50 |
| ES&S Software License, Maintenance and Support Fees | Attachment 1 | $34,975.00 |
| ES&S Firmware License, Maintenance and Support Fees | Attachment 1 | $24,375.00 |
| | | |
| **Total Maintenance Fees for the Term:** | | **$97,012.50** |
| **Terms & Conditions:** | | |
| **Note 1:** Any applicable state and local taxes are not included and are the responsibility of Customer. | | |
| **Note 2:** **Invoicing and Payment Terms are as Follows:**<br><br>$19,402.50 due on or before August 15, 2021 for the Coverage Period of August 1, 2021 through July 31, 2022.<br><br>$19,402.50 due on or before July 31, 2022 for the Coverage Period of August 1, 2022 through July 31, 2023.<br><br>$19,402.50 due on or before July 31, 2023 for the Coverage Period of August 1, 2023 through July 31, 2024.<br><br>$19,402.50 due on or before July 31, 2024 for the Coverage Period of August 1, 2024 through July 31, 2025.<br><br>$19,402.50 due on or before July 31, 2025 for the Coverage Period of August 1, 2025 through July 31, 2026. | | |

## Attachment 1

### ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

**Term: August 1, 2021 through July 31, 2026**

| Qty | Description | Coverage Period | Annual Maintenance Fee Per Unit | Maintenance Fee In Total |
|---|---|---|---|---|
| 25 | Model DS200 Scanner | 8/1/2021 through 7/31/2022 | $147.50 | $3,687.50 |
| 1 | Model DS450 Scanner | 8/1/2021 through 7/31/2022 | $1,895.00 | $1,895.00 |
| 20 | ExpressVote BMD Terminal | 8/1/2021 through 7/31/2022 | $97.50 | $1,950.00 |
| **Total Maintenance Fees for the Coverage Period August 1, 2021 through July 31, 2022** | | | | **$7,532.50** |
| | | | | |
| 25 | Model DS200 Scanner | 8/1/2022 through 7/31/2023 | $147.50 | $3,687.50 |
| 1 | Model DS450 Scanner | 8/1/2022 through 7/31/2023 | $1,895.00 | $1,895.00 |
| 20 | ExpressVote BMD Terminal | 8/1/2022 through 7/31/2023 | $97.50 | $1,950.00 |
| **Total Maintenance Fees for the Coverage Period August 1, 2022 through July 31, 2023** | | | | **$7,532.50** |
| | | | | |
| 25 | Model DS200 Scanner | 8/1/2023 through 7/31/2024 | $147.50 | $3,687.50 |
| 1 | Model DS450 Scanner | 8/1/2023 through 7/31/2024 | $1,895.00 | $1,895.00 |
| 20 | ExpressVote BMD Terminal | 8/1/2023 through 7/31/2024 | $97.50 | $1,950.00 |
| **Total Maintenance Fees for the Coverage Period August 1, 2023 through July 31, 2024** | | | | **$7,532.50** |
| | | | | |
| 25 | Model DS200 Scanner | 8/1/2024 through 7/31/2025 | $147.50 | $3,687.50 |
| 1 | Model DS450 Scanner | 8/1/2024 through 7/31/2025 | $1,895.00 | $1,895.00 |
| 20 | ExpressVote BMD Terminal | 8/1/2024 through 7/31/2025 | $97.50 | $1,950.00 |
| **Total Maintenance Fees for the Coverage Period August 1, 2024 through July 31, 2025** | | | | **$7,532.50** |
| | | | | |
| 25 | Model DS200 Scanner | 8/1/2025 through 7/31/2026 | $147.50 | $3,687.50 |
| 1 | Model DS450 Scanner | 8/1/2025 through 7/31/2026 | $1,895.00 | $1,895.00 |
| 20 | ExpressVote BMD Terminal | 8/1/2025 through 7/31/2026 | $97.50 | $1,950.00 |
| **Total Maintenance Fees for the Coverage Period August 1, 2025 through July 31, 2026** | | | | **$7,532.50** |
| | | | | |
| **Total Hardware Maintenance Fees for the Term** | | | | **$37,662.50** |

**Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period shall be 75% of the then current maintenance fee per unit.**

**Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.**

**Note 3: Customer's Designated Location: Campbell County, Wyoming**

**Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be $25.00 per unit for all units located at second or more locations.**

<u>Hardware Maintenance Services Provided by ES&S Under the Agreement</u>

1. Telephone Support.

2. Issue Resolution.

3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.

4. Routine Maintenance Services.

    - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes: Service performed by an ES&S trained and certified technician.

        - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.

        - Replacement of worn or defective with new or remanufactured federally and state certified parts.

        - Conducting a final test to verify that the unit is working according to manufacturer's specifications.

      Use of a checklist tailored for each piece of equipment.

5. Repair Services.

    - Customer receives coverage for interim repair calls.

        - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.

        - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

    - Customer has access to the ES&S Help Desk for assistance.
    - The customer receives priority on service calls.
    - The customer receives priority on response time.
    - The customer receives priority on certified ES&S parts inventory.

**Note:** Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES**
**SOFTWARE**

**Term: <u>August 1, 2021 through July 31, 2026</u>**

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

| Qty | Description | Coverage Period | Software License, Maintenance and Support Fee In Total |
|---|---|---|---|
| 1 | ElectionWare Software – Reporting Only | 8/1/2021 through 7/31/2022 | $4,375.00 |
| 1 | Media Burn | 8/1/2021 through 7/31/2022 | $2,050.00 |
| 1 | BOD Software | 8/1/2021 through 7/31/2022 | $570.00 |
| **Total License, Maintenance and Support Fees for the Coverage Period August 1, 2021 through July 31, 2022** | | | **$6,995.00** |
| | | | |
| 1 | ElectionWare Software – Reporting Only | 8/1/2022 through 7/31/2023 | $4,375.00 |
| 1 | Media Burn | 8/1/2022 through 7/31/2023 | $2,050.00 |
| 1 | BOD Software | 8/1/2022 through 7/31/2023 | $570.00 |
| **Total License, Maintenance and Support Fees for the Coverage Period August 1, 2022 through July 31, 2023** | | | **$6,995.00** |
| | | | |
| 1 | ElectionWare Software – Reporting Only | 8/1/2023 through 7/31/2024 | $4,375.00 |
| 1 | Media Burn | 8/1/2023 through 7/31/2024 | $2,050.00 |
| 1 | BOD Software | 8/1/2023 through 7/31/2024 | $570.00 |
| **Total License, Maintenance and Support Fees for the Coverage Period August 1, 2023 through July 31, 2024** | | | **$6,995.00** |
| | | | |
| 1 | ElectionWare Software – Reporting Only | 8/1/2024 through 7/31/2025 | $4,375.00 |
| 1 | Media Burn | 8/1/2024 through 7/31/2025 | $2,050.00 |
| 1 | BOD Software | 8/1/2024 through 7/31/2025 | $570.00 |
| **Total License, Maintenance and Support Fees for the Coverage Period August 1, 2024 through July 31, 2025** | | | **$6,995.00** |
| | | | |
| 1 | ElectionWare Software – Reporting Only | 8/1/2025 through 7/31/2026 | $4,375.00 |
| 1 | Media Burn | 8/1/2025 through 7/31/2026 | $2,050.00 |
| 1 | BOD Software | 8/1/2025 through 7/31/2026 | $570.00 |
| **Total License, Maintenance and Support Fees for the Coverage Period August 1, 2025 through July 31, 2026** | | | **$6,995.00** |
| | | | |
| **Total Software License, Maintenance and Support Fees for the Term** | | | **$34,975.00** |

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES**
**FIRMWARE**

**Term: <u>August 1, 2021 through July 31, 2026</u>**

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

| Qty | Description | Coverage Period | Annual Firmware License, Maintenance and Support Fee Per Unit | Firmware License, Maintenance and Support Fee In Total |
|---|---|---|---|---|
| 25 | Model DS200 Scanner | 8/1/2021 thru 7/31/2022 | $80.00 | $2,000.00 |
| 1 | Model DS450 Scanner | 8/1/2021 thru 7/31/2022 | $1,575.00 | $1,575.00 |
| 20 | ExpressVote BMD Terminal | 8/1/2021 thru 7/31/2022 | $65.00 | $1,300.00 |
| **Total License, Maintenance and Support Fees for the Coverage Period August 1, 2021 through July 31, 2022** | | | | **$4,875.00** |
| | | | | |
| 25 | Model DS200 Scanner | 8/1/2022 thru 7/31/2023 | $80.00 | $2,000.00 |
| 1 | Model DS450 Scanner | 8/1/2022 thru 7/31/2023 | $1,575.00 | $1,575.00 |
| 20 | ExpressVote BMD Terminal | 8/1/2022 thru 7/31/2023 | $65.00 | $1,300.00 |
| **Total License, Maintenance and Support Fees for the Coverage Period August 1, 2022 through July 31, 2023** | | | | **$4,875.00** |
| | | | | |
| 25 | Model DS200 Scanner | 8/1/2023 thru 7/31/2024 | $80.00 | $2,000.00 |
| 1 | Model DS450 Scanner | 8/1/2023 thru 7/31/2024 | $1,575.00 | $1,575.00 |
| 20 | ExpressVote BMD Terminal | 8/1/2023 thru 7/31/2024 | $65.00 | $1,300.00 |
| **Total License, Maintenance and Support Fees for the Coverage Period August 1, 2023 through July 31, 2024** | | | | **$4,875.00** |
| | | | | |
| 25 | Model DS200 Scanner | 8/1/2024 thru 7/31/2025 | $80.00 | $2,000.00 |
| 1 | Model DS450 Scanner | 8/1/2024 thru 7/31/2025 | $1,575.00 | $1,575.00 |
| 20 | ExpressVote BMD Terminal | 8/1/2024 thru 7/31/2025 | $65.00 | $1,300.00 |
| **Total License, Maintenance and Support Fees for the Coverage Period August 1, 2024 through July 31, 2025** | | | | **$4,875.00** |
| | | | | |
| 25 | Model DS200 Scanner | 8/1/2025 thru 7/31/2026 | $80.00 | $2,000.00 |
| 1 | Model DS450 Scanner | 8/1/2025 thru 7/31/2026 | $1,575.00 | $1,575.00 |
| 20 | ExpressVote BMD Terminal | 8/1/2025 thru 7/31/2026 | $65.00 | $1,300.00 |
| **Total License, Maintenance and Support Fees for the Coverage Period August 1, 2025 through July 31, 2026** | | | | **$4,875.00** |
| | | | | |
| **Total Firmware License, Maintenance and Support Fees for the Term** | | | | **$24,375.00** |

**<u>Software License, Maintenance and Support Services Provided by ES&S under the Agreement</u>**

1. Telephone Support.

2. Issue Resolution.

Technical Bulletins will be available through Customer's ES&S Web-based portal.

**Note:** Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

**Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities**

1. Customer shall have completed a full software training session for each product selected.

    - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.

    - Customer shall have the ability to install firmware and application software and make changes to date and time settings.

    - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.

2. Customer shall have reviewed a complete set of User Manuals.

3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.

4. Customer shall be responsible for data extraction from Customer voter registration system.

5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.

6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.

7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.

8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.

9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

The following page(s) contain the backup material for Agenda Item: 10:45 Amended Open Burning Restriction

*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.

**RESOLUTION NO. 2084.1**

**AMENDED OPEN BURNING RESTRICTION**

**WHEREAS**, on June 15, 2021, the Board of Campbell County Commissioners adopted Resolution 2084 restricting certain activities relating to the use of fire and combustion activities at the recommendation of the Fire Chief of the Campbell County Fire Department because of the fire danger due to the extremely dry conditions, and

**WHEREAS**, the dry conditions have continued which has created extreme fire conditions that has prompted wildfire activity which has stretched the resources of the Campbell County Fire Department as well as state, federal and neighboring community resources making it necessary to further restrict certain activities;

**NOW, THEREFORE, BE IT RESOLVED** that the fire danger in Campbell County is extreme and that upon the recommendation of the County Fire Warden, the following restrictions shall apply to all lands within Campbell County, excluding federal lands;

1. Restricted Activities:
    a. Open Fires - All open fires are prohibited. An open fire is any outdoor fire, including but not limited to, campfire, warming fires, bonfires, firepits, or the prescribed burning of fence rows, fields, wildlands, trash and debris unless trash or debris is inside containers provided with spark arrester and located within a cleared area ten feet in radius.
    b. Fireworks – The use and sale of fireworks.
    c. Explosives – The use of tracer ammunition, including recreational use of any projectile containing explosive material, incendiary material, or other chemical substance. The use of recreational explosives, including explosive targets is prohibited.
    d. Disposal - Disposal of any burning object outdoors, including without limitation, any cigarette, cigar or match.
    e. Chainsaws – Operation of a chainsaw is prohibited unless the chainsaw has a properly installed spark arrester.
    f. Commercial and Industrial Operations – Blasting, grinding, welding or operating acetylene or other torch with an open flame unless used in cleared areas of a minimum of a ten -foot radius.
    g. Grills, Stoves and Smokers – Only charcoal fire within an enclosed grill is permitted.
2. Exceptions:
    Federal, state and local fire or law enforcement officers participating in fire, emergency and law enforcement activities.

**IT IS FURTHER RESOLVED** that this resolution becomes effective immediately upon adoption and shall remain in effect until such time as it may be amended or rescinded by the Board of County Commissioners.

**RESOLVED** this 3rd day of July, 2021.
**BOARD OF COUNTY COMMISSIONERS**
**CAMPBELL COUNTY, WYOMING**

____________________________
Robert Maul Chairman

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Rusty Bell, Member

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D.G. Reardon, Member

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Del Shelstad, Member

ATTEST:

____________________________
Colleen Faber, Member

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Susan F. Saunders, Clerk

The following page(s) contain the backup material for Agenda Item: 10:55 NWS Severe Thunderstorm Warning Change

Campbell County
wyoming

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**Emergency Management Agency**

**COORDINATOR**
David King

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To: Campbell County Commissioners

From: David King

RE: NWS Severe Thunderstorm Warning Change

The National Weather Service has announced they will be adding a "damage threat" tag to Severe Thunderstorm Warnings as of August 2nd, 2021.

The most severe of the three "tags" will also trigger a Wireless Emergency Alert (WEA) for those within the warning polygon, or area of potential threat.

Because this threat level would indicate the threat of weather which would pose a threat to life and public safety, with the launch of the new warning Campbell County Emergency Management will set off the Public Warning Sirens in Gillette or Wright if the area warned falls within the service area of those sirens.

For a number of years NWS has defined a Severe Thunderstorm as one which contains winds of 60+ mph and/or hail of 1 inch (the size of a U.S. Quarter) or larger. Warnings would be issued for any storm that met or exceeded that threshold.

Under the new warning system, that "base" threshold will still exist and Severe Thunderstorm Warnings will be issued. No WEA activation will occur for these warnings.

The tag "Considerable Damage" will apply for any storm with the threat of hail 1.75 inches in size (golf ball) and/or winds of 70 mph or stronger. Again, no WEA activation will occur for these warnings.

The tag "Destructive Damage" applies to the threat of hail 2.75 inches in size (Baseball) and/or winds of 80 mph or stronger. This threat will result in a WEA activation, and if the threatened area is served by our siren system, they will also sound.

CCEMA plans to utilize the same 3-minute solid-wail warning tone as is used for Tornados, however the voice announcement before and after the tone will state ""This is a Severe Weather Warning. Seek shelter immediately and tune to your local radio stations for information."

The reasoning behind use of the same tone over the outdoor public warning system is that either weather threat (Tornado or Destructive Hail/Winds) pose similar dangers to humans and they should be seeking shelter inside.

CCEMA strongly urges the public to purchase and use Weather Radios in your home and business, as they will immediately broadcast additional information about the weather warning.

# New “Destructive” Severe Thunderstorm Warning category to trigger Wireless Emergency Alerts on mobile phones

July 22, 2021 - Severe thunderstorms can be life-threatening, but not all severe storms are the same. Hazardous conditions range from tornadoes, large hail storms, and widespread straight-line winds called derechoes, to cloud-to-ground lightning and flash flooding. Starting August 2, the National Weather Service will better convey the severity and potential impacts from thunderstorm winds and hail by adding a “damage threat” tag to Severe Thunderstorm Warnings, similar to our Tornado and Flash Flood Warnings.

**“Destructive” and “Considerable” Damage Threat Categories**

We developed three categories of damage threat for Severe Thunderstorm Warnings. The categories, in order of highest to lowest damage threat, are destructive, considerable, and base. These tags and additional messaging are designed to promote immediate action, based on the threats.

- The criteria for a **destructive** damage threat is at least 2.75 inch diameter (baseball-sized) hail and/or 80 mph thunderstorm winds. Warnings with this tag will automatically activate a Wireless Emergency Alert (WEA) on smartphones within the warned area.

- The criteria for a **considerable** damage threat is at least 1.75 inch diameter (golf ball-sized) hail and/or 70 mph thunderstorm winds. This will not activate a WEA.

- The criteria for a baseline or “base” severe thunderstorm warning remains unchanged, 1.00 inch (quarter-sized) hail and/or 58 mph thunderstorm winds. This will not activate a WEA. When no damage threat tag is present, damage is expected to be at the base level.

On average, only 10 percent of all severe thunderstorms reach the destructive category each year, nationwide. Most of these storms are damaging wind events such as derechoes and some of the larger, more intense thunderstorms, called “Supercell” storms that can typically produce very large hail in their path. The new destructive thunderstorm category conveys to the public urgent action is needed, a life-threatening event is occurring and may cause substantial damage to property. Storms categorized as destructive will trigger a WEA to your cell phone.

All National Weather Service Severe Thunderstorm Warnings will continue to be issued and distributed via weather.gov, NOAA Weather Radio, Emergency Alert System and through dissemination systems to our emergency managers and partners. The addition of damage threat tags are part of the broader Hazard Simplification Project to improve communication of watches and warnings to the public.

Thirteen of the 22 costliest weather disasters in 2020 were severe thunderstorms. The new “destructive” tag would have activated a Wireless Emergency Alert for many of these impactful events, including the costliest thunderstorm in U.S. history, the $11 billion derecho that affected Iowa in August 2020.

Learn how to stay safe in a severe thunderstorm. Knowing what to do before, during, and after severe weather can increase your chances of survival.

The NOAA Storm Prediction Center provides forecasts of severe weather up to seven days in advance, and severe thunderstorm and tornado watches several hours before storms form.

https://www.weather.gov/news/072221-svr-wea