

AMENDED AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

DEL SHELSTAD Chairman
RUSTY BELL
BOB MAUL
COLLEEN FABER
DON HAMM

SEPTEMBER 7, 2022

08:00 BOARD BRIEFING | 09:00 MEETING CALLED TO ORDER

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- A. [Consent Agenda](#)

VOUCHERS

- B. Vouchers

COMMISSION CALENDAR OF EVENTS

- C. Commission Calendar

REGULAR BUSINESS

- | | |
|--|-------------------|
| D. 9:05 Asset and Capitalization Policy Revised | |
| E. 9:10 Annual Compensation Agreement, Extension Office | Kimberly Fry |
| F. 9:20 Certificate of State Grant-in-Aid, Project AGC002A | Shelly Besel |
| G. 9:25 Certificate of State Grant-in-Aid, Project ACG034A | Shelly Besel |
| H. 9:30 Administrative Amendment, Project ACG024A CRRSA | Todd Chatfield |
| I. 9:35 District Support Grant Extension, Freedom Hills | Clark Melinkovich |
| J. 9:40 Museum Crosswalk Bid Award | Clark Melinkovich |
| K. 9:45 Nettle Creek Minor Subdivision Request | Sam Proffer Tony |
| L. 9:50 Vehicle Recommendations FY2022-23 | Langone Mitch |
| M. 9:55 Guardian Ad Litem Contract | Damsky |

EXECUTIVE SESSION

- N. Personnel

REGULAR BUSINESS

- O. 10:00 Board Member Removal, Fair Board Chairman Shelstad

PUBLIC COMMENT

- P. 10:15 For the Good of the County*

ADJOURN

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

Consent Agenda

MINUTES

Board of Commissioners Directors Workshop, August 15, 2022

Board of Commissioners Regular Meeting, August 16, 2022

PAYROLL PAYMENTS

July 31, 2022

August 11, 2022

August 25, 2022

CANCELLATION/REBATE OF TAXES

2021-84, 2021-85, 2021-86, 2021-87, 2021-88, 2021-89, 2021-90

AGREEMENTS

CSBG CARES – Amendment One to the Contract between Wyoming Department of Health, Public Health Division and Campbell County for the Community Services Block Grant Program (CSBG) Coronavirus Aid, Relief, and Economics (CARES) to extend the term of the contract from September 30, 2022 to September 30, 2023.

CSBG CARES SUBAWARD – Amended Subaward Grant Agreement between Council of Community Services and the Council of Community Services for the Community Services Block Grant Program (CSBG) Coronavirus Aid, Relief, and Economics (CARES) to extend the term of the contract from September 30, 2022 to September 30, 2023.

CONTINGENCY REQUEST

Fleet – Transfer \$2,500.00 from 100013-69800 Contingency to 100016-64150 Gasoline to cover fuel import from Fuel Master to Tyler—will be reimbursed by departments.

LINE ITEM TRANSFERS

Clerk – Elections

Transfer \$1,500.00 from 100023-62100 Advert/Publication to 100023-63440 Misc Expense

Transfer \$1,400.00 from 100023-63360 Ballot Casting to 100023-63000 Rent

Extension

Transfer \$1,250.00 from 102-62450 EE Dev Meet Air Meal Lodge to 102-64150 Gasoline

Transfer \$800.00 from 103-62450 EE Dev Meet Air Meal Lodge to 103-62150 Gasoline

Transfer \$788.00 from 104-62450 EE Dev Meet Air Meal Lodge to 104-64150 Gasoline

Transfer \$500.00 from 105-62450 EE Dev Meet Air Meal Lodge to 105-64150 Gasoline

Transfer \$250.00 from 106-62450 EE Dev Meet Air Meal Lodge to 106-64150 Gasoline

Road & Bridge

Transfer \$8,000.00 from 100141-65120 Road Materials to 100141-64000 Supplies

Treasurer

Transfer \$650.00 from 100031-62450 EE Dev Meet Trav Meal Lodge to 100031-64150 Gasoline

*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.

POSITION VACANCY JUSTIFICATIONS

Library – Reference Services Specialist

Public Works – Custodial

HAND WARRANTS

Campco Federal Credit Union	\$150.00
Campbell County Clerk Tax Account	315,283.09
Campbell County Treasurer – FLX/HSA	39,422.88
Great West Trust Company	29,270.00
Sheridan County Circuit Court	311.60
Wyoming Child Support	1,407.36
Campbell County Treasurer – Museum CC Account	500.00
Wyoming Department of Revenue & Taxation	4,224.01
Campco Federal Credit Union	150.00
Campbell County Clerk Tax Account	303,824.26
Campbell County Treasurer – FLX/HSA	39,442.88
Great West Trust Company	28,845.00
Sheridan County Circuit Court	311.60
Wyoming Child Support	1,407.36
HM Life Insurance	172,154.53
Campco Federal Credit Union	950.00
Campbell County Clerk Tax Account	19,517.42
Campbell County Treasurer – FLX/HSA	2,335.83
Great West Trust Company	4,555.00

*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
August 15, 2022
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, August 15, 2022, at 1:30 PM.

Present were Rusty Bell, Del Shelstad, Bob Maul, Don Hamm, Colleen Faber, Commissioners; Kendra Anderson, Deputy County Clerk; Kevin Geis, Road and Bridge Director; Dwayne Dillinger, Parks & Recreation Director; Todd Chatfield, Airport Director; Robert Henning, Museum Director; Jeff Bender, Fire Chief; Kelly Wallem, County Attorney Office Manager; ReNae Keuck, CAM-PLEX Comptroller; Liz Edwards, Fair Coordinator; Bob Tranas, Children's Development Services Director; Matt Olsen, Public Works Director; Phil Harvey, IT Director; Leslie Perkins, Community & Government Relations Coordinator; Brandy Elder, HR Director and Denton Knapp, Commissioners Administrative Director.

Brandy Elder discussed the new job descriptions and provided updates on health care expenses and the turnover rate.

Discussion was held on the Westwood property.

A Gillette Vision 2040 presentation was provided.

A workshop was held on the Camporee Memorandum of Understanding.

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

The Board reconvened into the Directors Workshop at 3:30 PM.

There being no further business to come before the Commissioners, the meeting was adjourned at 3:30 PM.

Kendra Anderson, Deputy County Clerk
Board of County Commissioners

Del Shelstad, Chairman
Board of County Commissioners

Office of County Commissioners
August 16, 2022
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, August 16, 2022. Chairman Shelstad called the meeting to order at 9:00 AM. Deacon Steven Titus led in prayer and Chairman Shelstad led the Pledge of Allegiance.

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

The following consent agenda was presented:

MINUTES

Board of Commissioners Directors Workshop, August 1, 2022
Board of Commissioners Regular Meeting, August 2, 2022

MONTHLY REPORTS

Clerk of District Court – July 2022
County Clerk – July 2022
Sheriff's Office – July 2022
Treasurer's Office – July 2022
Worker's Comp – 2nd Quarter 2022
941 Tax Report – 2nd Quarter 2022
County Salaries

PAYROLL PAYMENTS

July 23, 2022
July 31, 2022

CANCELLATION/REBATE OF TAXES

#2021-83

AGREEMENTS

Amendment One to the Contract between Wyoming Department of Health, Public Health Division and Campbell County regarding the Community Services Block Grant (CSBG) Coronavirus Aid, Relief, and Economic (CARES) supplemental funds for the purpose of extending the term from September 30, 2022, to September 30, 2023.

Service Agreement Renewal between Campbell County and Motorola Solutions Inc., in the amount of \$48,795.36 for a period of July 1, 2022, to June 30, 2023.

Service Order Forms between Campbell County and Visionary for Network Connection Upgrades to increase bandwidth for Airport, Bell Nob Golf Course, Bicentennial Park, Courthouse, Internet, Landfill, Landfill North, Road and Bridge, Sheriff's Department, Wright Library and Wright Sheriff, in the amount of \$5,245 per year for a period of five years.

Representation Agreement between Welborn Sullivan Meck & Tooley, P.C. and Campbell County to do a coverage analysis to determine if Campbell County has insurance that may apply to the claims pled in the lawsuit entitled Wyoming Horse Racing LLC and Wyoming Downs, LLC v. Campbell County Board of Commissioners, Sixth Judicial District Court Case No. 39832.

POSITION VACANCY JUSTIFICATIONS

Children's Developmental Services – Administrative Assistant
Children's Developmental Services – Infant Education Instructor
Children's Developmental Services – Instructional Assistant (2 Positions)
Children's Developmental Services – Speech Pathologist
Library – Reference Services Specialist
Library – Technical Services Specialist
Sheriff's Office – Administrative Assistant

HAND WARRANTS

Campco Federal Credit Union	\$1,100.00
Campbell County Treasurer – FLX/HSA	41,323.71
Great West Trust Company	33,485.00
Sheridan County Circuit Court	311.60
Wyoming Child Support	1,407.36
Wyoming Department of Workforce Services – WC	72,266.41
Campbell County EHBTA – Health & Dental	717,006.74
Delta Dental Plan of Wyoming	1,683.40
HM Life Insurance	165,807.36
Gallagher Benefit Services (Reliance)	18,439.74
VSP of Wyoming	7,730.22
Wyoming Retirement System – Unpaid Military	11,882.96
Wyoming Retirement System	428,053.34
PFM Asset Management LLC	9,654.17
Casper College	500.00
Gillette College	2,000.00
Sheridan College	500.00
University of Wyoming	1,500.00
Schutz Foss Architects P.C.	23,104.00
Campbell County Public Land Board	24,497.01

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

Commissioner Bell presented the Commissioners upcoming calendar of events.

Linda Whites presented the following Miss Campbell County winners:

Baby Miss, Fallon Deaton; Princess, Emerie Sather; Toddler Miss, Presley Hennigar;
Mini Miss, Braylee Miller; Princess, Berkley Kerns; Petite Miss, Tressa Speas; Princess,
Sadie Snell; Young Miss, Winnie Snell; Princess, Mallery Snell; Junior Miss, Willow
Snell; Princess, Remington Knutson; Miss Pre-Teen, Addison Ludwar; Princess, Milaeh
Deaton; Miss Teen, Traecyn Hilliard; Miss Campbell County, Kylie Davies; Junior
People's Princesses, Amelia Baily, Aviana Garcia; Senior People's Princesses, Aspen
Study and Brooke Pike.

Commissioner Bell moved to approve Resolution 3024 proclaiming August as Child Support Awareness Month, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the Service Provider Agreement between Youth Emergency Services, Inc., and Campbell County to provide Adolescent Substance Abuse Treatment for the Campbell County Juvenile and Family Drug Court in the amount not to exceed \$49,857.00 for the period of July 1, 2022, to June 30, 2023, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Hamm moved to approve the Service Provider Agreement between Step Stone Counseling, LLC, and Campbell County to provide Adult Substance Abuse Treatment for the Campbell County Juvenile and Family Drug Court in the amount not to exceed \$39,132.84 for the period of July 1, 2022, to June 30, 2023, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Maul moved to approve the Service Provider Agreement between Counseling Connections, LLC, and Campbell County to provide Individual and Family Therapy and Mental Health for the Campbell County Juvenile and Family Drug Court in the amount not to exceed \$61,082.00 for the period of July 1, 2022, to June 30, 2023, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve to waive the Landfill Tipping Fees on September 23rd & 24th, 2022 for the Town of Wright's Fall Cleanup Days, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the District Support Grant Application for Rocky Point Improvement and Service District in the amount of \$825.39 from Optional One Percent Sales Tax fund for mag chloride application to roads, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to award the Courthouse Annex Remodel Project to Van Ewing Construction in the amount of \$1,296,000.00 and authorize the execution of all documents to complete the project, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Maul moved to approve the updated 203 Campbell County job descriptions, as presented. Commissioner Hamm seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the funding request to purchase the Time and Attendance Software and Related Services in the total amount of \$235,189.00 (\$218,685.00 in one-time fees and \$16,504.00 in recurring fees), as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the Memorandum of Understanding between Campbell County, the City of Gillette, and the Campbell County Public Land Board to allocate costs

associated with the International Pathfinder Camporee events to be held in 2024 and 2029, as presented. Commissioner Faber seconded the motion. Commissioner Faber – Nay, Commissioner Maul – Nay, Commissioner Hamm – Nay, Commissioner Bell – Aye, Chairman Shelstad – Nay. Failed.

Commissioner Bell moved to amend the Responsibilities of the City and County in the Camporee Memorandum of Understanding as follows: Reduce payment obligations in Paragraph 4(A) – With respect to the Amphitheater Costs, the City’s and County’s payment obligations shall not exceed \$1,500,000.00. By way of illustration, the City’s and County’s payment obligations will not exceed \$750,000.00 each under this subsection. Remove Paragraph 4(B). Commissioner Maul seconded the motion. Commissioner Faber – Aye, Commissioner Maul – Ay, Commissioner Hamm – Nay, Commissioner Bell – Aye, Chairman Shelstad – Aye. Carried.

A Public Hearing was held at 10:15 for the purpose of hearing an application for a retail liquor license.

Commissioner Faber moved to approve the application for a New Retail Liquor License for On-Premise Only issued to Sweetgrass at Thunderbasin, Deirdre Wildman, pursuant to W.S. §12-4-104, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

No Public Comment was given.

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 10:20 AM. The next regular meeting of the Commissioners will be held Wednesday, September 7, 2022, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, County Clerk
Board of County Commissioners

Del Shelstad, Chairman
Board of County Commissioners

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

PAYROLL PAYMENT

FOR THE PAY PERIOD (s) ENDING

July 31, 2022

Aug 11, 2022

Aug 25, 2022

We do hereby approve the County Payroll as presented this 6 day of September, 2022

Member

Member

Member

Member

Chairman

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING
COUNTY OF CAMPBELL

No: 2021-84

NAME: MID-CON ENERGY OPERATING LLC

NOTICE ISSUED FOR:

NOVC# 2022-0426

OTHER:

☒ PARTIAL
☒ REBATE
☐ CANCELLATION

YEAR: 2018

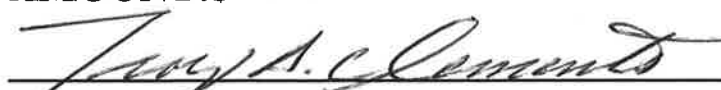
TAX NOTICE NO.

ACCOUNT/PARCEL# 60932

DISTRICT NO. 0100

ASSESSED VALUATION: \$1,471

AMOUNT: \$ 87.68

 COUNTY ASSESSOR

APPROVED: ☐ DENIED: ☐

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

ADMINNO: 14179

TAXROLL CORRECTION
Tax Year: 2018

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Name: MID CON ENERGY OPERATING LLC

Account #: C0060932

ATTN MILLY CONRAD

Map #:

Address: P O BOX 577

Parcel #:

LAUREL , MT 59044-0577

Account Type State Assessed

Sub\Lot\Block

Legal Desc:

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

Tax District:	0100	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty \$
Prior Values		\$593,516.00	\$593,516.00	59.6070	\$35,377.71	\$0.00
Adjusted Values		\$592,045.00	\$592,045.00	59.6070	\$35,290.03	\$0.00
Difference	Decrease Tax Roll	-\$1,471.00	-\$1,471.00	0.0000	-\$87.68	\$0.00

Reason 8-19-22 REBATE #2021-84 PER NOVC #2022-0426 (\$1,471) (\$87.68).

Appraiser

Date

Reviewed By

Date

Signature

Date

08/17/2022



WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF**

**MID-CON ENERGY OPERATING,
LLC**

Operator ID: 02595

**NOTICE OF VALUATION CHANGE
2022-0426**

ASSESSOR

Campbell, Converse, Johnson, Washakie

Page 1 of 3

On June 22, 2022, a deficiency assessment was issued by the Wyoming Department of Revenue to Mid-Con Energy Operating, LLC for the attached properties.

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

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

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

MID-CON ENERGY OPERATING, LLC
MOLLY CONRAD/SUSAN WALTERS
PO BOX 577
LAUREL, MONTANA 59044

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

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

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

WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF**

**NOTICE OF VALUATION CHANGE
2022-0426**

**MID-CON ENERGY OPERATING,
LLC**

Operator ID: 02595

ASSESSOR

Campbell, Converse, Johnson, Washakie

Page 2 of 3

<u>Tax Year</u>	<u>Prod Year</u>	<u>Group Name</u>	<u>Group Number</u>	<u>County</u>	<u>Tax District</u>	<u>Mineral</u>	<u>Taxable Value Change</u>
2019	2018	HOUSE CREEK	007536	Campbell	0100	Oil	(9,220)
2019	2018	HOUSE CREEK	007536	Campbell	0146	Oil	(86)
2019	2018	HOUSE CREEK	007536	Campbell	0147	Oil	(648)
2019	2018	NO WATER CREEK UNIT	006646	Washakie	0101	Oil	1
2019	2018	PINE TREE	007535	Campbell	0100	Oil	6,089
2018	2017	CULP DRAW	005005	Campbell	0100	Oil	(1,471)
2019	2018	CULP DRAW	005005	Campbell	0100	Oil	125
2019	2018	CULP DRAW	005286	Johnson	0101	Oil	844
2020	2019	CULP DRAW	005005	Campbell	0100	Oil	638
2020	2019	COTTONWOOD CREEK	006621	Washakie	0101	Oil	(3,456)
2020	2019	COTTONWOOD CREEK	006621	Washakie	0203	Oil	(354)
2020	2019	NO WATER CREEK UNIT	006646	Washakie	0101	Oil	(1,432)
2020	2019	PINE TREE	007535	Campbell	0100	Oil	4,231
2020	2019	PINE TREE	007535	Converse	0200	Oil	0
2018	2017	CULP DRAW	005286	Johnson	0101	Oil	(8,065)
2020	2019	CULP DRAW	005286	Johnson	0101	Oil	3,464
2019	2018	COTTONWOOD CREEK	006621	Washakie	0101	Oil	180
2019	2018	COTTONWOOD CREEK	006621	Washakie	0203	Oil	121

WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF**

**NOTICE OF VALUATION CHANGE
2022-0426**

**MID-CON ENERGY OPERATING,
LLC**

Operator ID: 02595

ASSESSOR

Campbell, Converse, Johnson, Washakie

Page 3 of 3

<u>Tax Year</u>	<u>Prod Year</u>	<u>Group Name</u>	<u>Group Number</u>	<u>County</u>	<u>Tax District</u>	<u>Mineral</u>	<u>Taxable Value Change</u>
2020	2019	HOUSE CREEK	007536	Campbell	0100	Oil	(10,616)
2020	2019	HOUSE CREEK	007536	Campbell	0146	Oil	(95)
2020	2019	HOUSE CREEK	007536	Campbell	0147	Oil	(283)

MADE AND ENTERED at Cheyenne, Wyoming, this 15th day of August, 20 22.

WYOMING DEPARTMENT OF REVENUE

Brenda L. Henson

Craig Grevik

**Brenda L. Henson
Director, Department of Revenue**

**Craig Grevik
Administrator, Mineral Tax Division**

8-19-22

NOV 2022-0426

2018

Rebate #2021-84

see sol #60932

*(#1,471)
MLX59.607
(#87.68)*

<i>100 (#3,006) MLX59.912 (#180.10)</i>	<i>2019-146 (#86) MLX67.912 (#5.84)</i>	<i>147 (#698) MLX75.912 (#49.19)</i>
<i>Rebate # 2021-85 see sol #60932</i>	<i>Rebate # 2021-86 see sol #61379</i>	<i>Rebate # 2021-87 see sol #61380</i>
<i>100 (#5,747) MLX60.056 (#346.14)</i>	<i>2020-146 (#95) MLX68.056 (#6.47)</i>	<i>147 (#283) MLX76.056 (#21.52)</i>
<i>Rebate # 2021-88 see sol #60932</i>	<i>Rebate # 2021-89 see sol #61379</i>	<i>Rebate # 2021-90 see sol #61380</i>

Wyoming Department of Revenue, Mineral Tax Division, 122 West 25th Street, Suite E301, Herschler Building East Cheyenne, WY 82002-0110

Phone (307) 777-5237 – Internet: <http://revenue.wyo.gov> – E-mail: directorofrevenue@wyo.gov

8-19-2022

date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-85

NAME: MID-CON ENERGY OPERATING LLC

NOTICE ISSUED FOR:

NOVC# 2022-0426

OTHER:



PARTIAL



REBATE



CANCELLATION

YEAR: 2019

TAX NOTICE NO.

ACCOUNT/PARCEL# 60932

DISTRICT NO. 0100

ASSESSED VALUATION: \$3,006

AMOUNT: \$ 180.10



COUNTY ASSESSOR

APPROVED: ☐

DENIED: ☐

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

ADMINNO: 14180

TAXROLL CORRECTION
Tax Year: 2019

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Name: MID CON ENERGY OPERATING LLC

Account #: C0060932

ATTN MILLY CONRAD

Map #:

Address: P O BOX 577

Parcel #:

LAUREL , MT 59044-0577

Account Type State Assessed

Sub\Lot\Block

Legal Desc:

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

Tax District:	0100	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty \$
Prior Values		\$6,733,398.00	\$6,733,398.00	59.9120	\$403,411.34	\$0.00
Adjusted Values		\$6,730,392.00	\$6,730,392.00	59.9120	\$403,231.25	\$0.00
Difference	Decrease Tax Roll	-\$3,006.00	-\$3,006.00	0.0000	-\$180.09	\$0.00

Reason 8-19-22 REBATE #2021-85 PER NOVC #2022-0426 (\$3,006) (\$180.10).

Appraiser

Date

Reviewed By

Date

Signature

Date

08/17/2022

8-19-2022

date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-86

NAME: MID-CON ENERGY OPERATING LLC

NOTICE ISSUED FOR:

NOVC# 2022-0426

OTHER:



PARTIAL



REBATE



CANCELLATION

YEAR: 2019

TAX NOTICE NO.

ACCOUNT/PARCEL# 61379

DISTRICT NO. 0146

ASSESSED VALUATION: \$86

AMOUNT: \$ 5.84



COUNTY ASSESSOR

APPROVED: ☐

DENIED: ☐

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

ADMINNO: 14181

TAXROLL CORRECTION
Tax Year: 2019

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Name: MID CON ENERGY OPERATING LLC

Account #: C0061379

ATTN MILLY CONRAD

Map #:

Address: P O BOX 577

Parcel #:

LAUREL , MT 59044-0577

Account Type State Assessed

Sub\Lot\Block

Legal Desc:

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

Tax District:	0146	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty \$
Prior Values		\$40,519.00	\$40,519.00	67.9120	\$2,751.73	\$0.00
Adjusted Values		\$40,433.00	\$40,433.00	67.9120	\$2,745.89	\$0.00
Difference	Decrease Tax Roll	-\$86.00	-\$86.00	0.0000	-\$5.84	\$0.00

Reason 8-19-22 REBATE #2021-86 PER NOVC #2022-0426 (\$86) (\$5.84).

Appraiser

Date

Reviewed By

Date

Signature

Date

08/17/2022

8-19-2022

date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-87

NAME: MID-CON ENERGY OPERATING LLC

NOTICE ISSUED FOR:

NOVC# 2022-0426

OTHER:



PARTIAL



REBATE



CANCELLATION

YEAR: 2019

TAX NOTICE NO.

ACCOUNT/PARCEL# 61379

DISTRICT NO. 0147

ASSESSED VALUATION: \$648

AMOUNT:\$ 49.19



COUNTY ASSESSOR

APPROVED: ☐

DENIED: ☐

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

ADMINNO: 14182

TAXROLL CORRECTION
Tax Year: 2019

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Name: MID CON ENERGY OPERATING LLC

Account #: C0061380

ATTN MILLY CONRAD

Map #:

Address: P O BOX 577

Parcel #:

LAUREL , MT 59044-0577

Account Type State Assessed

Sub\Lot\Block

Legal Desc:

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

Tax District:	0147	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty \$
Prior Values		\$303,725.00	\$303,725.00	75.9120	\$23,056.37	\$0.00
Adjusted Values		\$303,077.00	\$303,077.00	75.9120	\$23,007.18	\$0.00
Difference	Decrease Tax Roll	-\$648.00	-\$648.00	0.0000	-\$49.19	\$0.00

Reason 8-19-22 REBATE #2021-87 PER NOVC #2022-0426 (\$648) (\$49.19).

Appraiser

Date

Reviewed By

Date

Signature

Date

08/17/2022



WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF**

**MID-CON ENERGY OPERATING,
LLC**

Operator ID: 02595

**NOTICE OF VALUATION CHANGE
2022-0426**

ASSESSOR

Campbell, Converse, Johnson, Washakie

Page 1 of 3

On June 22, 2022, a deficiency assessment was issued by the Wyoming Department of Revenue to Mid-Con Energy Operating, LLC for the attached properties.

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

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

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

MID-CON ENERGY OPERATING, LLC
MOLLY CONRAD/SUSAN WALTERS
PO BOX 577
LAUREL, MONTANA 59044

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

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

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

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

WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF**

**NOTICE OF VALUATION CHANGE
2022-0426**

**MID-CON ENERGY OPERATING,
LLC**

Operator ID: 02595

ASSESSOR

Campbell, Converse, Johnson, Washakie

Page 2 of 3

<u>Tax Year</u>	<u>Prod Year</u>	<u>Group Name</u>	<u>Group Number</u>	<u>County</u>	<u>Tax District</u>	<u>Mineral</u>	<u>Taxable Value Change</u>
2019	2018	HOUSE CREEK	007536	Campbell	0100	Oil	(9,220)
2019	2018	HOUSE CREEK	007536	Campbell	0146	Oil	(86)
2019	2018	HOUSE CREEK	007536	Campbell	0147	Oil	(648)
2019	2018	NO WATER CREEK UNIT	006646	Washakie	0101	Oil	1
2019	2018	PINE TREE	007535	Campbell	0100	Oil	6,089
2018	2017	CULP DRAW	005005	Campbell	0100	Oil	(1,471)
2019	2018	CULP DRAW	005005	Campbell	0100	Oil	125
2019	2018	CULP DRAW	005286	Johnson	0101	Oil	844
2020	2019	CULP DRAW	005005	Campbell	0100	Oil	638
2020	2019	COTTONWOOD CREEK	006621	Washakie	0101	Oil	(3,456)
2020	2019	COTTONWOOD CREEK	006621	Washakie	0203	Oil	(354)
2020	2019	NO WATER CREEK UNIT	006646	Washakie	0101	Oil	(1,432)
2020	2019	PINE TREE	007535	Campbell	0100	Oil	4,231
2020	2019	PINE TREE	007535	Converse	0200	Oil	0
2018	2017	CULP DRAW	005286	Johnson	0101	Oil	(8,065)
2020	2019	CULP DRAW	005286	Johnson	0101	Oil	3,464
2019	2018	COTTONWOOD CREEK	006621	Washakie	0101	Oil	180
2019	2018	COTTONWOOD CREEK	006621	Washakie	0203	Oil	121

WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF**

**NOTICE OF VALUATION CHANGE
2022-0426**

**MID-CON ENERGY OPERATING,
LLC**

Operator ID: 02595

ASSESSOR

Campbell, Converse, Johnson, Washakie

Page 3 of 3

<u>Tax Year</u>	<u>Prod Year</u>	<u>Group Name</u>	<u>Group Number</u>	<u>County</u>	<u>Tax District</u>	<u>Mineral</u>	<u>Taxable Value Change</u>
2020	2019	HOUSE CREEK	007536	Campbell	0100	Oil	(10,616)
2020	2019	HOUSE CREEK	007536	Campbell	0146	Oil	(95)
2020	2019	HOUSE CREEK	007536	Campbell	0147	Oil	(283)

MADE AND ENTERED at Cheyenne, Wyoming, this 15th day of August, 2022.

WYOMING DEPARTMENT OF REVENUE

Brenda L. Henson

Craig G. Grevik

Brenda L. Henson
Director, Department of Revenue

Craig Grevik
Administrator, Mineral Tax Division

8-19-22

NOV 2022-0426
2018

(#1,471)
MLX 59.607
(#87.68)

Rebate #2021-84
see sol #60932

<i>100</i> <i>(#3,006)</i> <i>MLX 59.912</i> <i>(#180.10)</i> <i>Rebate #</i> <i>2021-85</i> <i>see sol #60932</i>	<i>2019-146 (#86)</i> <i>MLX 67.912</i> <i>(#5.84)</i> <i>Rebate #</i> <i>2021-86</i> <i>see sol #61379</i>	<i>147 (#648)</i> <i>MLX 76.912</i> <i>(#49.12)</i> <i>Rebate #</i> <i>2021-87</i> <i>see sol #61380</i>
<i>100</i> <i>(#5,747)</i> <i>MLX 60.056</i> <i>(#346.14)</i> <i>Rebate #</i> <i>2021-88</i> <i>see sol #60932</i>	<i>2070-146 (#95)</i> <i>MLX 68.056</i> <i>(#6.47)</i> <i>Rebate #</i> <i>2021-89</i> <i>see sol #61379</i>	<i>147 (#283)</i> <i>MLX 76.056</i> <i>(#21.52)</i> <i>Rebate #</i> <i>2021-90</i> <i>see sol #61380</i>

Wyoming Department of Revenue, Mineral Tax Division, 122 West 25th Street, Suite E301, Herschler Building East Cheyenne, WY 82002-0110

Phone (307) 777-5237 – Internet: <http://revenue.wyo.gov> – E-mail: directorofrevenue@wyo.gov

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING
COUNTY OF CAMPBELL

No: 2021-88

NAME: MID-CON ENERGY OPERATING LLC

NOTICE ISSUED FOR:

NOVC# 2022-0426

OTHER:

☒ PARTIAL
☒ REBATE
☐ CANCELLATION

YEAR: 2020

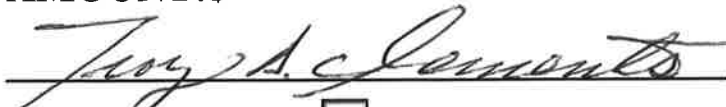
TAX NOTICE NO.

ACCOUNT/PARCEL# 60932

DISTRICT NO. 0/00

ASSESSED VALUATION: \$5,747

AMOUNT: \$ 345.14



COUNTY ASSESSOR

APPROVED: ☐ DENIED: ☐

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

ADMINNO: 14183

TAXROLL CORRECTION
Tax Year: 2020

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Name: MID CON ENERGY OPERATING LLC

Account #: C0060932

ATTN MILLY CONRAD

Map #:

Address: P O BOX 577

Parcel #:

LAUREL , MT 59044-0577

Account Type State Assessed

Sub\Lot\Block

Legal Desc:

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

Tax District:	0100	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty \$
Prior Values		\$8,392,723.00	\$8,392,723.00	60.0560	\$504,033.37	\$0.00
Adjusted Values		\$8,386,976.00	\$8,386,976.00	60.0560	\$503,688.23	\$0.00
Difference	Decrease Tax Roll	-\$5,747.00	-\$5,747.00	0.0000	-\$345.14	\$0.00

Reason 8-19-22 REBATE #2021-88 PER NOVC #2022-0426 (\$5,747) (\$345.14).

Appraiser

Date

Reviewed By

Date

Signature

Date

08/17/2022

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING
COUNTY OF CAMPBELL

No: 2021-89

NAME: MID-CON ENERGY OPERATING LLC

NOTICE ISSUED FOR:

NOVC# 2022-0426

OTHER:

☒ PARTIAL
☒ REBATE
☐ CANCELLATION

YEAR: 2020

TAX NOTICE NO.

ACCOUNT/PARCEL# 61379

DISTRICT NO. 0146

ASSESSED VALUATION: \$95

AMOUNT: \$ 6.47

Troy A. Clements COUNTY ASSESSOR

APPROVED: ☐ DENIED: ☐

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

ADMINNO: 14184

TAXROLL CORRECTION
Tax Year: 2020

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Name: MID CON ENERGY OPERATING LLC

Account #: C0061379

ATTN MILLY CONRAD

Map #:

Address: P O BOX 577

Parcel #:

LAUREL , MT 59044-0577

Account Type State Assessed

Sub\Lot\Block

Legal Desc:

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

Tax District:	0146	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty \$
Prior Values		\$44,352.00	\$44,352.00	68.0560	\$3,018.42	\$0.00
Adjusted Values		\$44,257.00	\$44,257.00	68.0560	\$3,011.95	\$0.00
Difference	Decrease Tax Roll	-\$95.00	-\$95.00	0.0000	-\$6.47	\$0.00

Reason 8-19-22 REBATE #2021-89 PER NOVC #2022-0426 (\$95) (\$6.47).

Appraiser

Date

Reviewed By

Date

Signature

Date

08/17/2022

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING
COUNTY OF CAMPBELL No: 2021-90

NAME: MID-CON ENERGY OPERATING LLC

NOTICE ISSUED FOR:

NOVC# 2022-0426

OTHER:

☒ PARTIAL
☒ REBATE
☐ CANCELLATION

YEAR: 2020

TAX NOTICE NO.

ACCOUNT/PARCEL# 61380

DISTRICT NO. 0147

ASSESSED VALUATION: \$283

AMOUNT: \$ 21.52

 COUNTY ASSESSOR
APPROVED: ☐ DENIED: ☐

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

ADMINNO: 14185

TAXROLL CORRECTION
Tax Year: 2020

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Name: MID CON ENERGY OPERATING LLC

Account #: C0061380

ATTN MILLY CONRAD

Map #:

Address: P O BOX 577

Parcel #:

LAUREL , MT 59044-0577

Account Type State Assessed

Sub\Lot\Block

Legal Desc:

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

Tax District:	0147	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty \$
Prior Values		\$133,128.00	\$133,128.00	76.0560	\$10,125.18	\$0.00
Adjusted Values		\$132,845.00	\$132,845.00	76.0560	\$10,103.66	\$0.00
Difference	Decrease Tax Roll	-\$283.00	-\$283.00	0.0000	-\$21.52	\$0.00

Reason 8-19-22 REBATE #2021-90 PER NOVC #2022-0426 (\$283) (\$21.52).

Appraiser

Date

Reviewed By

Date

Signature

Date

08/17/2022



WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF**

**MID-CON ENERGY OPERATING,
LLC**

Operator ID: 02595

**NOTICE OF VALUATION CHANGE
2022-0426**

ASSESSOR

Campbell, Converse, Johnson, Washakie

Page 1 of 3

On June 22, 2022, a deficiency assessment was issued by the Wyoming Department of Revenue to Mid-Con Energy Operating, LLC for the attached properties.

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

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

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

MID-CON ENERGY OPERATING, LLC
MOLLY CONRAD/SUSAN WALTERS
PO BOX 577
LAUREL, MONTANA 59044

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

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

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

WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF**

**NOTICE OF VALUATION CHANGE
2022-0426**

**MID-CON ENERGY OPERATING,
LLC**

Operator ID: 02595

ASSESSOR

Campbell, Converse, Johnson, Washakie

Page 3 of 3

<u>Tax Year</u>	<u>Prod Year</u>	<u>Group Name</u>	<u>Group Number</u>	<u>County</u>	<u>Tax District</u>	<u>Mineral</u>	<u>Taxable Value Change</u>
2020	2019	HOUSE CREEK	007536	Campbell	0100	Oil	(10,616)
2020	2019	HOUSE CREEK	007536	Campbell	0146	Oil	(95)
2020	2019	HOUSE CREEK	007536	Campbell	0147	Oil	(283)

MADE AND ENTERED at Cheyenne, Wyoming, this 15th day of August, 2022.

WYOMING DEPARTMENT OF REVENUE

Brenda L. Henson

**Brenda L. Henson
Director, Department of Revenue**

Craig Grevik

**Craig Grevik
Administrator, Mineral Tax Division**

8-19-22

*NOV 2022-0426
2018*

*(#1,471)
MLX 59.607
(#87.68)*

*Rebate #2021-84
see sol #60932*

<i>100 (#3,006) MLX 59.912 (#180.10) Rebate # 2021-85 see sol #60932</i>	<i>2019-146 (#86) MLX 67.912 (#5.84) Rebate # 2021-86 see sol #61379</i>	<i>147 (#648) MLX 75.912 (#49.19) Rebate # 2021-87 see sol #61380</i>
<i>100 (#5,747) MLX 60.056 (#345.14) Rebate # 2021-88 see sol #60932</i>	<i>2020-146 (#95) MLX 68.056 (#6.47) Rebate # 2021-89 see sol #61379</i>	<i>147 (#283) MLX 76.056 (#21.52) Rebate # 2021-90 see sol #61380</i>

Wyoming Department of Revenue, Mineral Tax Division, 122 West 25th Street, Suite E301, Herschler
Building East Cheyenne, WY 82002-0110

Phone (307) 777-5237 – Internet: <http://revenue.wyo.gov> – E-mail: directorofrevenue@wyo.gov

**AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
CAMPBELL COUNTY**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002 and Campbell County (Subrecipient), whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716-4211. This Amendment concerns the Community Services Block Grant Program (CSBG).
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Agency and the Subrecipient. The purpose of this Amendment is to extend the term of the Contract through September 30, 2023; and b) amend the responsibilities of the Subrecipient by replacing Attachment A, Statement of Work, with Attachment A-1, Revised Statement of Work, to reflect timeline changes.

The original Contract, dated October 12, 2020, required the Subrecipient to provide funding and oversight of the CSBG Coronavirus Aid, Relief, and Economic (CARES) Act supplemental funds to enhance the poverty-fighting efforts and prevent, prepare for, and respond to the impacts of the Coronavirus Disease pandemic through the CSBG network for a total Contract amount of two hundred ninety-six thousand, five hundred four dollars (\$296,504.00) with an expiration date of September 30, 2022.

3. **Term of the Amendment.** This Amendment shall commence on September 30, 2022, or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**
 - A. The second sentence of Section 3 of the original Contract is hereby amended to read as follows:

"The Performance Period of this Contract is from March 27, 2022 through September 30, 2023."
 - B. The second sentence of Section 2 of the original Contract is hereby amended to read as follows:

"The funds will act as a supplement to the FY2020, FY2021, FY2022, FY2023 activities and services provided, and thus will be distributed and charged in a manner consistent with the CSBG Act."
5. **Amended Responsibilities of the Subrecipient.**

Responsibilities of the Subrecipient are hereby amended as follows:

- A. As of the Effective Date of this Amendment, Attachment A, Statement of Work, which was attached to the original Contract, is superseded and replaced by Attachment A-1, Revised Statement of Work, which is attached to this Amendment and incorporated into the original Contract by this reference. All references to "Attachment A" in the original Contract, and in any amendments thereto, are amended to read: "Attachment A-1".

6. Amended Responsibilities of the Agency.

Responsibilities of the Agency have not changed.

7. Special Provisions.

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Agency and the Subrecipient, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment 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 Amendment. Delivery by the Subrecipient of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency. The Subrecipient's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Agency within five (5) business days shall be considered a material breach and may result in immediate termination of the original Contract by the Agency.

8. General Provisions.

- A. **Entirety of Contract.** The original Contract, consisting of eleven (11) pages; Attachment A, Statement of Work, consisting of three (3) pages; this Amendment One, consisting of three (3) pages; and Attachment A-1, Revised Statement of Work, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

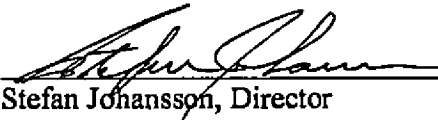
THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

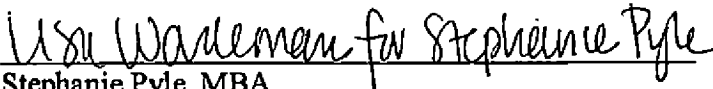
This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

AGENCY:

Wyoming Department of Health, Public Health Division


Stefan Johansson, Director

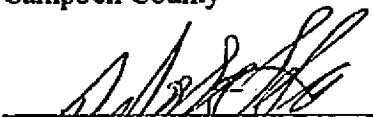
8/19/22
Date


Stephanie Pyle, MBA
Senior Administrator, Public Health Division

8/17/2022
Date

SUBRECIPIENT:

Campbell County


Del Shelstad, Commissioner Chairman

8/16/2022
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 # 223487
Cole R. White, Assistant Attorney General

07-19-2022
Date

ATTACHMENT A-1
REVISED STATEMENT OF WORK
Community Services Block Grant

General Description

This document is a Revised Statement of Work (SOW) to identify and describe projects to be performed through the Community Services Block Grant Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Supplemental in Campbell County, Wyoming during the term of this Contract. The goal of the CARES Act is to enhance the poverty-fighting efforts and prevent, prepare for, and respond to the impacts of the Coronavirus Disease pandemic through the Community Services Block Grant (CSBG) network.

Responsibilities of Subrecipient

Campbell County (Subrecipient) agrees to:

- A. State Management Plan and Application.** Recognize this Contract is subject to the FFY 2020 Wyoming CSBG State Management Plan and addendums and the Subrecipient's FFY 2020 CSBG CARES Act Application, both of which shall be located for review at the Wyoming Department of Health, Public Health Division (Agency).
- B. Annual Report.** Collect, maintain, and compile the federally required demographic, programmatic, and financial data and submit in compiled format the Annual Report to the Agency by a date determined by the Office of Community Services and the Agency. This is generally from December through March.
- C. Data Reporting.** Subrecipient shall utilize the CSBG statewide data system provided by the Agency.
- D. Eligibility Requirements.** Abide by the federal eligibility requirements of the CARES Act through an application process which requires proof of income that indicates the applicant(s) is at or below two hundred percent (200%) of the Federal Poverty Guidelines. The 2019 poverty guidelines will be used to determine eligibility until September 30, 2020. Beginning October 1, 2020, the 2020 poverty guidelines will be used to determine eligibility until September 30, 2021. Beginning October 1, 2021, the 2021 poverty guidelines will be used to determine eligibility until September 30, 2022. Beginning October 1, 2022, the 2022 poverty guidelines will be used to determine eligibility until September 30, 2023.
- E. Grant Recovery.** CSBG CARES Act funds cannot be carried over. The Agency shall be entitled to recover from the Subrecipient any full or partial payment made under the Contract for: 1) any payments used for purposes not authorized, or performed outside the Contract; 2) any payments for services the Subrecipient is unable to provide; and 3) any payments for services the Subrecipient did not provide but was required to provide under the terms of the Contract.
- F. Monitoring.** Monitor each sub-subrecipient on-site at least one (1) time during the budget period to ensure compliance with federal requirements and performance goals. Monitoring reports should be completed within sixty (60) days after the visit and copies of the report should be provided to the sub-subrecipient and the Agency. Any findings should be noted and required follow-up should be explained in detail. Any sub-subrecipient with significant findings should be placed on a Corrective Action Plan (CAP) or Quality Improvement Plan (QIP) following the process for such as outlined in CSP Policy #4: Corrective Action, Termination, or Reduction of Funding, which is incorporated into this attachment by this reference. A follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within sixty (60) days after the visit and copies of the report sent to

ATTACHMENT A-1
REVISED STATEMENT OF WORK
Community Services Block Grant

the sub-subrecipient and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.

- G. Monthly Expenditure Report.** Submit monthly expenditure reports by the 10th day of each month for the preceding month. These reports should be completed by each service provider and a compiled report shall be completed by the Subrecipient. This report shall indicate the actual current month expenses, year-to-date expenses for the Contract term, and percent expended by line item, as approved and submitted in the Subrecipient's application.
- H. Quarterly Performance Report.** Submit a Quarterly Performance Report (QPR) to the Agency on the 10th day of the following month preceding the completion of a quarter. QPRs should be completed with input and guidance from the Subrecipient's Tripartite Board, and will require a Board Chair signature upon submission to the Agency. Failure to complete a QPR in the timeframe listed above will result in a hold placed on Subrecipient's reimbursement for the prior month of services.
- I. Referral for Employment and Training Activities.** To refer, as appropriate, income eligible clients to the Wyoming Department of Workforce, One-Stop Centers.
- J. Child Support Services Referrals.** To refer, as appropriate, custodial parents in single-parent families that participate in CSBG-funded programs, and eligible parents to the Wyoming Department of Health, Child Support Program.
- K. Retention of Records.** Maintain records, documents, and other evidence which sufficiently reflects all expenditures under this Contract for a period of three (3) years after the termination of this Contract. Such records shall be made available to the Agency or its designee, or the appropriate federal agency for review and audit.
- L. Subcontracts.** Sign a legally binding agreement or contract with any and all CSBG service providers to include the provisions of this Contract, as applicable. Provide the Agency with a copy of the agreement(s).
- M. Time Allocation Analysis.** Conduct a time allocation analysis for any position dually-funded from other sources of funds to account for apportioned time charged against this Contract.
- N. Financial Statements and Audits.** Abide by the Wyoming Department of Health Financial Statements and Audit policy FS-2011, which is incorporated into this attachment by this reference.

Timelines and Deliverables

The following table shows specific projects, estimated number of clients to be served, amount of funding allocated to each project, and end dates. Subrecipient will provide services and activities to low-income individuals and families until September 30, 2023 and will continuously pursue all options to effectively serve as many clients in need with the amount of funding granted to each project. Up to thirty percent (30%) of the

**ATTACHMENT A-1
REVISED STATEMENT OF WORK
Community Services Block Grant**

total allocation can be shifted between the services and activities categories with prior approval by the Community Services Program Manager.

Campbell County CSBG Projects				
Project	Program Name	Estimated Clients to be Served	Amount Funded not to Exceed	Contract End Date
	Description			
1	Council of Community Services Provide services and activities to prevent, prepare for, and respond to the impacts of COVID-19 through Education, Employment, Income and Asset Building, Housing, Health and Social/Behavioral Development, and Civic Engagement and Community Involvement federal domains.	135	\$296,504.00	9/30/2023
TOTALS		135	\$296,504.00	

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

Contract #: 223489

Entry Date: 6/13/2022 1:40:51 PM

Department: Wyoming Department of Health, Public Health
Division

Agency Contact: Chen-Bixby, Jennifer

Phone: 307-777-6019

Other Agency Contact: Shawna Pena

WYOMING ATTORNEY
GENERAL'S OFFICE

JUL 13 2022

Alysia Goldman
APPROVED AS TO FORM

Client Comments:

WYOMING ATTORNEY
GENERAL'S OFFICE

JUL 19 2022

Cole R. White
APPROVED AS TO FORM

Contractor/Vendor Name: Campbell County

Contract Title: 2950 CSBG CARES Campbell
Am1

Contract Type: Amendment

600 Lines

Contract Amount: 0

Contract Effective Date:

Contract Expiration Date: 9/30/2023 12:00:00 AM

Status: AG Approved as to Form

RETURN-VIA: ~~Ink-Signature~~ ~~Pick-up~~

Assigned Attorney: Cole White

COUNCIL OF COMMUNITY SERVICES
AMENDED SUBAWARD GRANT AGREEMENT
CFDA # 93.569

THIS AGREEMENT is entered into by and between Campbell County, Wyoming, by and through its Board of County Commissioners (herein referred to as The Board), of 500 S. Gillette Ave., Ste. 1100, Gillette, WY 82716 and the Council of Community Services, of 114 South 4-J Road, Gillette, Wyoming 82716;

WITNESSETH:

WHEREAS, The Board has submitted its application to receive federal grant funding from the CSBG Coronavirus Aid, Relief, and Economic (CARES) Act (herein referred to as “CARES Act”), administered by Wyoming Department of Health, Public Health Division (herein referred to as Public Health); and

WHEREAS, the CARES Act through Public Health has awarded The Board the total sum of two hundred ninety-six thousand five hundred four dollars (\$296,504.00) to be used as approved in the work plan; and

WHEREAS, The Board entered into a contract with Public Health setting forth certain terms upon which the funding is conditioned which contract was amended to extend the term of the Contract through September 30, 2023; and amend the responsibilities of the Subrecipient by replacing Attachment A, Statement of Work, with Attachment A-1, revised Statement of Work to reflect timeline changes.

NOW THEREFORE, the parties agree as follows:

- 1) Council of Community Services hereby agrees to provide services as set out and approved under the work plan as set forth in the attached agreement pertaining to federal award identification number CFDA #93.569 for the original contract, dated October 12, 2020, period commencing March 27, 2020 and the ending September 30, 2022 and all referenced attachments identified as Exhibit A, as amended to extend the term of the Contract through September 30, 2023; and amend the responsibilities of the Subrecipient by replacing Attachment A, Statement of Work, with Attachment A-1, revised Statement of Work to reflect timeline changes, and by this reference incorporated herein.

- 2) Council of Community Services agrees to administer the program as outlined in the work plan to the best of its ability without creating exposure of liability to The Board and hold them harmless and indemnify The Board and Campbell County for any acts, errors, or emissions of Council of Community Services, its agents, employees, contractors or subcontractors in the administration of this program. It is specifically agreed and understood that a condition of the grant award is quarterly reporting and the gathering and keeping of data in order to secure output measure for reporting purposes. Council of Community Services agrees to cooperate in all respects with regard to complying with this requirement and all other requirements set forth in attached Exhibit A-1.
- 3) It is specifically agreed and understood that the amount of funding to be contributed by The Board is limited to the funding received from Public Health through the CARES Act grant referenced in the recital clause to this agreement. Council of Community Services shall be responsible for any and all additional costs, including but not limited to, all liability for any costs of this program which exceed the amount of the funds received herein. Additionally, The Board's obligation to reimburse up to the amount of the grant funding referenced herein is conditioned upon actual receipt of the same. If for any reason The Board should not receive such funding, its obligations under this agreement are null and void and the terms of this agreement are not a general obligation of The Board or a commitment for funding out of its general revenue.
- 4) In the event Council of Community Services fails to abide by the terms and conditions of Exhibit A-1; attached hereto or this agreement, The Board may immediately suspend payments provided for under this agreement and transfer such funding to another entity that is willing and able to perform the services provided for under this agreement.
- 5) In addition to the above remedy, in the event Council of Community Services defaults or is deficient in the performance of any term of this agreement or any requirements as set

out in Exhibit A-1, or any rules and regulations under the CARES Act grant program, The Board shall have the right to exercise all remedies provided by law or in equity, including without limitations:

- a. Immediately terminating this agreement without further liability of obligation of The Board;
 - b. Advising Council of Community Services to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;
 - c. Changing the method of payment to Council of Community Services; and/or
 - d. Reducing, withdrawing, suspending or adjusting the amount of the funds given to Council of Community Services under this agreement.
- 6) Any persons hired or engaged by Council of Community Services in the performance of this agreement shall be employees of Council of Community Services and not The Board for any purpose, including but not limited to, salaries, benefits, employment taxes and personnel policies and regulations.

DATED this _____ day of _____, 2022.

**BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING**

BY: Del Shelstad, Chairman

ATTEST:

Susan Saunders, County Clerk

COUNCIL OF COMMUNITY SERVICES

BY: Tonja Cale, Board Chair

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM:

DATE:

SUBJECT: Budget Line-Item Transfer Request

To Cover fuel import from Fuel Master to Tyler.
Will be reimbursed by Departments.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
8/19/2022	2500 ⁰⁰	100013-69800	Contingency	100016-64150	Gasoline

Department Head Signature:

Commissioner Signature: _____

David Linton Knapp Jr. ✓gd 8/19/22

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners
FROM: Grace Davis
DATE: 8/18/2022
SUBJECT: Budget Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
8/18/2022	1500 ⁰⁰	100023-62100	Advert/Publication	100023-63440	Misc. Expense

Department Head Signature: Gregory Saunders 8/18/22
Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Susan F. Saunders

DATE: 9/1/22

SUBJECT: Budget Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
9/1/22	1400	100023.63360	Ballot Coding	100023.63000	Rent

Department Head Signature: Susan F. Saunders 9/2/22

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Extension Office

DATE: 08/24/2022

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
08/24/2022	\$1250.00	102.62450	EE Dev Meet Air Meal Lodge	102.64150	Gasoline
08/24/2022	\$800.00	103.62450	EE Dev Meet Air Meal Lodge	103.64150	Gasoline
08/24/2022	\$788.00	104.62450	EE Dev Meet Air Meal Lodge	104.64150	Gasoline
08/24/2022	500.00	105.62450	EE Dev Meet Air Meal Lodge	105.64150	Gasoline
08/24/2022	250.00	106.62450	EE Dev Meet Air Meal Lodge	106.64150	Gasoline

Department Head Signature:  *gd 8/25/22*

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis
FROM: Road + Bridge
DATE: 8/26/2022
SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

Transfer From:				Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
8/26/2022	8000.00	100141. 65120	Road Materials	100141. 64000	Supplies

Department Head Signature: Kenn Davis 1gd 8/29/22
 Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis

FROM: Rachael Knust

DATE: 08/17/2022 - Using effective date 7/31/22 - for July fuel charges - gd

SUBJECT: Line-Item Transfer Request

Please make the following Budget line-item transfers:

Needed to move from wrong account to Gasoline Account

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
08/17/2022	650.00	100031-62450	EE Dev Meet Trav Meal Lodg	100031-64150	Gasoline

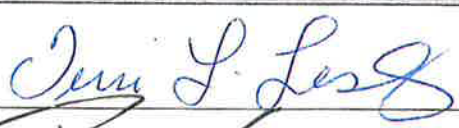
Department Head Signature: Rachael Knust ✓gd 8/18/22

Commissioner Signature: _____

2022-103

Position Vacancy Justification

8/23/22

Department:	Library		Date:	09/07/2022	
Position Title:	Reference Services Specialist				
Classification Grade:	107	Current Salary of Incumbent:	\$50,788.14		
Salary Range:	Min \$22.20	Mid \$28.21	Max \$34.21		
Justification for Hiring Position:	This position is essential to deliver effective library services to the community. The position performs research, patron instruction, and manages the nonfiction and periodicals library collection as well as the online databases.				
Termed Incumbent:					
Position Originated:					
Funding Source for Position:	County: Yes	State: No	Federal: No	Other: No	Explain Other:
Status Code:	Full-Time Yes	Part-Time No	Number of Annual Hours:		2080 (40/week)
Reason for Vacancy:	Replacement due to Termination: Yes		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 8/23/2022				
H.R. Resources Director Approval & Date	 8/23/2022				
Commissioner Approval & Date					

2022-104

Position Vacancy Justification

Department:	Public Works – Custodial		Date:	8/24/2022	
Position Title:	Custodian I				
Classification Grade:	102	Current Salary of Incumbent:	\$16.96		
Salary Range:	Min \$15.85	Mid \$20.14	Max \$24.42		
Justification for Hiring Position:	Termed Employee				
Termed Incumbent:					
Position Originated:	Budgeted Position FY22-23				
Funding Source for Position:	County: x	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time x	Part-Time	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Termination: x		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 				
H.R. Resources Director Approval & Date	 				
Commissioner Approval & Date					

The following page(s) contain the backup material for Agenda Item: [9:05 Asset and Capitalization Policy Revised](#)

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



MEMORANDUM

... from H.R./Risk Management

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

FROM: Melissia Kershner, C.P.
HR/Risk Management Generalist

DATE: August 16, 2022

SUBJECT: Asset and Capitalization Policy Approval

We are requesting a revision to our existing Asset and Capitalization Policy, approved January 1, 2021.

Here are the substantial changes:

- *Verbiage changed from Capital Asset to Capitalized Asset
- *Leased property contracts will now go to the County Clerk's Office as well as the Executive Director of Administration
- *Previous adoption stated all software and hardware purchase costs would not be recorded. All items recorded in the system will have the purchase price recorded for insurance purposes
- *All grant items purchased will now be tagged as such to ensure they are disposed of properly according to the grant agreement

Thank you.

Attachment

Campbell County Wyoming

ASSET AND CAPITALIZATION POLICY

Effective Date: January 1, 2021	Approved by: Board of Commissioners
Adopted Date: November 17, 2020	Chairman Signature
Revisions: 02/04/1992; 10/20/1998; 08/06/2013; 08/16/2022	

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I. INTRODUCTION

Purpose

The purpose of this Policy is to identify policies and procedures governing the control and reporting of capital and controlled assets. The implementation of an effective and accurate process for tracking fixed assets is necessary for the following reasons:

Campbell County prepares financial information consistent with established best practices, including compliance with Generally Accepted Accounting Principles (GAAP), to the extent allowed by law. These principals require Campbell County to track an asset's cost, depreciation, and disposal.

This information is also used for insurance purposes. In the event of loss, it is necessary to have an accurate record of the asset to ensure adequate insurance coverage in the event of loss.

Most importantly is accountability. Assets are purchased with taxpayer funds. Accordingly, Campbell County is committed to accountability and stewardship of its fixed and tracked assets.

In consideration of the statements above, this Policy establishes the criteria for capitalized assets as defined in Section III of this Policy at \$5,000 with a useful life more than two years. Additionally, assets subject to depreciation will follow the guidelines established in this Policy related to the calculation of depreciation.

II. DEFINITIONS AND CLASSIFICATIONS

In General

CAPITALIZED ASSETS - Refers to real, tangible, or intangible property with a value greater than or equal to \$5,000; and having an estimated life of greater than two years from the time of acquisition. These items will be included on the depreciation schedule and be reflected on the capital item fund.

TRACKED ITEMS - Refers to those items with a historical cost of greater than \$1,000 but less than \$5,000 and a useful life of at least one year and are particularly at risk or vulnerable to loss or theft or has specific intrinsic value. These assets are not depreciated but will be tracked and inventoried annually.

MISCELLANEOUS ITEMS- Refers to those items less than \$1,000 that will not be included with exception to ITS computer equipment, law enforcement and grant items. The department head may choose to inventory these items for the Departments own purposes outside of the county tracking system.

Note: In accordance with Generally Accepted Accounting Principles, costs for purposes of capitalization shall include the initial acquisition cost and costs incurred to get the property operational and any subsequent costs for major repair or improvement that significantly extends the life of the asset or increases its production or efficiency. Operating costs include such things as normal maintenance and repair, minor alterations, and costs below the capitalization criteria and are not capitalized.

Other Classifications

LEASED PROPERTY - Certain leased property is subject to capitalization in accordance with this Policy. The capitalization of leased property is determined by applicable financial reporting requirements and the terms of the lease agreement. Copies of all lease agreements should be forwarded to the Executive Director of Administration AND the County Clerk who will determine the appropriate treatment of leased property.

ORDINARY REPAIRS - Repairs made to keep an asset in good working condition, regardless of cost, are ordinary repairs and shall not be capitalized. Ordinary repairs for a building include such things as repainting and repairing a roof. Ordinary repairs for equipment and vehicles include replacing small parts or other maintenance items.

EXTRAORDINARY REPAIRS/IMPROVEMENTS - Major repairs made not just to keep an asset in good working condition, but to extend its useful life beyond that originally estimated, are extraordinary repairs and shall be capitalized. A replaced roof would be an example of an extraordinary repair. Improvements involve modifying an existing asset to make it more efficient or productive, usually by replacing part of the asset with an improved or superior part and shall be capitalized.

ADDITIONS TO EXISTING CAPITALIZED ASSETS - The value of improvements to a Capitalized Asset shall be reported as an increase to the value of the Capitalized Asset and shall be considered a Capitalized Asset Addition. An example of this would be a playground installation at an existing park, or costs incurred when adding physical attributes to an existing building.

Note: The Useful Life of Extraordinary Repairs and Improvements will be determined by the number of years the useful life is extended. Additions to Existing Fixed Assets will be capitalized according to the Useful Life guidelines below.

SOFTWARE and HARDWARE - All computer and computer-related assets, shall be tracked with a fixed asset tag/number and recorded with cost regardless of the amount. This will include but not limited to the following: printers, monitors, scanners, postage machines, computers, laptops, servers, DVR/VCR, network equipment, tape drives, firewall, switches, tablets, scoreboards, telephone systems, cradle points, mobile cameras, body cameras and portable radios.

DONATED CAPITAL ASSETS- On occasion, the County receives gifts of donated property. At that time, the department of custody must make a fair value determination using the best available data from appraisals, vendors, or trade publications. The property will be entered at that cost and a charitable contribution statement prepared for the donor.

Useful Life

All Capitalized Assets and Tracked Items, except land, will be assigned a useful life appropriate to that asset. Land has an unlimited useful life. The cost will be capitalized using the straight-line, ½ year convention method over the useful life of the asset. Guidelines for useful life are as follows:

3-Year Property-Printers & Copiers

5-Year Property-Software, Computer and Network Hardware, Phone Equipment

8-year Property-General Licensed Vehicles

10-year Property-Science and Engineering Equipment, Audiovisual Equipment, Athletic Equipment, Spreaders & Rollers,

15-year Property-Grounds and Maintenance Equipment, Heavy Equipment, Conveyor Systems

20-year Property-Fencing, Playground Structures and Roads/Parking Lots, Landfill Scales, Road, Lighting

30-year Property-Construction Improvements

50-year Property-Buildings and Structures, Bridges

III. PROCEDURES

All Assets (Capitalized and Tracked) shall have an approved Campbell County asset tag affixed upon receipt unless it is impractical or impossible. Reasons not to attach tags to an item are, but not limited to:

1. When the tag cannot be affixed to the item due to its size
2. Would lose significant historical or resale value if marked such as works of art or artifacts
3. Would have its warranty negatively impacted

Asset tags created but not able to be affixed to the asset should be placed in a binder for easy access during inventory.

IV. RESPONSIBILITIES

Departments

The head of each Department shall be responsible for custody and control of all Capitalized and Tracked Assets assigned to it and administering this Policy and related procedures, including:

Procurement which must be included in the approved departmental budget or otherwise in accordance with Campbell County's Purchasing Policy and Procedures.

Prior to March 31st of each year or as otherwise directed, all Capitalized Assets, and Tracked Items must be inventoried.

Capitalized Assets and Tracked Items must be included in the reported inventory if Campbell County maintains custody, even when fully depreciated.

Department of Human Resources and Risk Management

Shall be responsible for coordinating Capitalized Assets and Tracked Items and physical inventory for each Department as well as approving Capitalized Asset and Tracked Items acquisitions, transfers, and disposals.

Department of Information Technology Services (ITS)

All requests for IT related purchases must be submitted to the IT department in accordance with the Campbell County Purchasing/ Procurement Policy & Procedures.

All IT related assets shall be recorded and/or capitalized in accordance with this Policy.

V. TRANSFER AND DISPOSAL

To maintain accurate records, each Department must record transfers promptly.

Departments must update status in the asset management system when an asset is transferred or disposed.

The asset shall be reported and relinquished to Facilities Maintenance, ITS, Fleet, Office of Commissioners depending on the nature of the asset.

Assets purchased with grant funds may not be disposed of or transferred without confirming that the transfer or disposal does not violate the terms of the grant. Grant items should be properly marked in the tracking system with Disposal Restrictions to avoid accidental violations.

The following page(s) contain the backup material for Agenda Item: [9:10 Annual Compensation Agreement, Extension Office](#)

*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.

ANNUAL COMPENSATION AGREEMENT

This Annual Compensation Agreement ("Agreement") is made and entered into by and between the University of Wyoming ("University") and the Commissioners of Campbell County ("County").

WHEREAS, under the Federal Smith-Lever Act of 1914, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the County desires an Extension professional to assist and encourage the development of 4-H Youth Development Programming (position currently held by Kimberly Fry); and

WHEREAS, the University employs such Extension professionals; and

WHEREAS, the University contributes salary and employer paid benefits in the amount of \$43,673.66 and

WHEREAS, the University and the County have entered into a Memorandum of Understanding dated July 1, 2022.

NOW THEREFORE, the parties agree as follows:

- 1. Payment.** In return for the above services, which shall be done and directed under the supervision of the Director of the University of Wyoming Extension, the County will contribute \$22,920.00 annually to the University of Wyoming Extension. The County agrees to make payments to the University as follows: **Four payments of \$5,730.00 due in October 2022, and January, March, and June 2023.**
- 2. Term and termination.** The term of this Agreements shall commence on July 1, 2022 and shall remain in full force and effect until June 30, 2023, unless terminated by written mutual consent of both parties. In the event this Agreement is terminated, the University will return unused funds contributed by the County.

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.

Board of County Commissioners, Campbell County

Chairman

Date



Kelly K. Crane
Director, University of Wyoming Extension

August 5, 2021

Date

Barbara Rasco
Dean, College of Agriculture and Natural Resources
University of Wyoming

Date

The following page(s) contain the backup material for Agenda Item: [9:20 Certificate of State Grant-in-Aid, Project AGC002A](#)

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



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

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

The Administrator of the Wyoming Department of Transportation, Aeronautics Division, (hereinafter referred to as the "Division,") does hereby certify that a Grant-in-Aid of state funds for State Project No. AGC002A to CAMPBELL CO (hereinafter referred to as the "Sponsor") has been approved by the Wyoming Aeronautics Commission (hereinafter referred to as the "WAC"), in accordance with Wyoming Statutes §§ 10-3-401 and 10-3-402, for improvements at Gillette - Northeast Wyoming Regional Airport. The WAC is authorized, as a body, to make Grants-in-Aid from state funds for construction and development of Wyoming airports. The Division is the administrative branch for actions taken by the WAC.

The Division will reimburse the Sponsor for a portion of the actual costs incurred in completing said airport construction and development up to a maximum of \$324,387.00, or at a rate of Ninety percent (90.00%) of eligible costs, whichever is the lesser.

The Sponsor's minimum share of this project is \$36,043.00, or at a rate of Ten percent (10.00%) of eligible costs.

The description of work to be accomplished is as follows:

Acquire SRE

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

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

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

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

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

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

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

Sponsor's Representative

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

Chairman

Title

Date

Aeronautics Administrator

Date

The following page(s) contain the backup material for Agenda Item: [9:25 Certificate of State Grant-in-Aid, Project ACG034A](#)

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



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

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

The Administrator of the Wyoming Department of Transportation, Aeronautics Division, (hereinafter referred to as the "Division,") does hereby certify that a Grant-in-Aid of state funds for State Project No. AGC034A to CAMPBELL CO (hereinafter referred to as the "Sponsor") has been approved by the Wyoming Aeronautics Commission (hereinafter referred to as the "WAC"), in accordance with Wyoming Statutes §§ 10-3-401 and 10-3-402, for improvements at Gillette - Northeast Wyoming Regional Airport. The WAC is authorized, as a body, to make Grants-in-Aid from state funds for construction and development of Wyoming airports. The Division is the administrative branch for actions taken by the WAC.

The Division will reimburse the Sponsor for a portion of the actual costs incurred in completing said airport construction and development up to a maximum of \$36,000.00, or at a rate of Eighty percent (80.00%) of eligible costs, whichever is the lesser.

The Sponsor's minimum share of this project is \$9,000.00, or at a rate of Twenty percent (20.00%) of eligible costs.

The description of work to be accomplished is as follows:

Acquire Pavement Marking Equipment and associated work

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

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

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

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

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

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

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

Sponsor's Representative

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

Title

Date

Aeronautics Administrator

Date

The following page(s) contain the backup material for Agenda Item: [9:30 Administrative Amendment, Project ACG024A CRRSA](#)

*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.



Mark Gordon
Governor

WYOMING Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



K. Luke Reiner
Director

11/1/2021

CAMPBELL CO
2000 AIRPORT ROAD SUITE 108
GILLETTE, WY, 82716

RE: Administrative Amendment, Project# AGC024A

This letter is in response to your request to amend the above referenced grant. Pursuant to the Wyoming Department of Transportation's Aeronautics Commission Policy No. 3 Eligible Expenditures, the WYDOT Aeronautics Administrator has been authorized in certain circumstances to administratively approve changes to Airport Improvement Grants-in-Aid. The policy states,

The Aeronautics Division Administrator is authorized by the Commission to approve project scope changes, amendments, or new grant applications in an amount not to exceed \$100,000. In the event the administrative approval dollar amount exceeds \$25,000, the chair or vice chair of the Commission will be notified of the modification.

This letter constitutes administrative approval to increase the maximum grant obligation of the State of Wyoming by \$0 (from \$0 to \$0) to cover the state share of the total actual eligible and allowable project costs.

Should you have any questions or concerns with this Amendment, please contact Cheryl Porter at (307) 777-3959 or Timothy Dolan, E.I.T. at (307) 777-3956.

Sincerely,

Brian Olsen
Aeronautics Division Administrator

Enclosure(s)

WYDOT

AERONAUTICS

WYOMING

TRANSPORTATION

DEPARTMENT

AMENDMENT FORM

Amendment #

Project #

ONE (1)

AGC024A

The sponsor hereby makes application to the State of Wyoming Aeronautics Commission, hereinafter called the "Commission", for an Amendment to the above-named grant/project.

SPONSOR		AIRPORT		LOCATION	
CAMPBELL CO		Gillette - Northeast Wyoming Regional Airport		GILLETTE, WY	
PROJECT DESCRIPTION					
CRRSA Act - Operations					
DEVIATION FROM THE DESCRIPTION OF WORK FOUND IN THE "CERTIFICATE OF GRANT-IN-AID."					
NONE					
REASON FOR AMENDMENT					
Additional funding per FAA					
Summary of Funds Granted	Federal	State	Local	Total	
Original Grant Amount	\$1,010,021	\$0	\$0	\$1,010,021	
Amount Requested for Amendment Increase (Decrease)	\$43	\$0	\$0	\$43	
Total of all previous amendments	\$0	\$0	\$0	\$0	
Total maximum grant as amended	\$1,010,064	\$0	\$0	\$1,010,064	

LOCAL SPONSOR	WYOMING AERONAUTICS COMMISSION
	The Commission has caused this Grant Amendment to be duly executed as of this date:
Name and Title	Administrator, Aeronautics Division
Date	Date

The following page(s) contain the backup material for Agenda Item: [9:35 District Support Grant Extension, Freedom Hills](#)

*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

TO: Board of Commissioners

FROM: Clark Melinkovich, Public Works Senior Engineer *CM*

DATE: September 7, 2022

SUBJECT: Freedom Hills District Support Grant

Freedom Hills I&S District received a grant for \$50,000 for water tank replacement in February of 2021. The process of design, construction, and installation of the tank has taken longer than expected due to manufacturing delays, materials coming from overseas, and painting delays. Public Works granted a 6 month extension, however an additional extension will be needed by the Board. The money for this specific grant has been carried over in the budget, and therefore will not affect the availability of funds for potential grants from other districts. Public Works recommends that the Board approve an additional extension to the district support grant for water tank replacement for Freedom Hills I&S District.

The following page(s) contain the backup material for Agenda Item: [9:40 Museum Crosswalk Bid Award](#)

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

MEMORANDUM

TO: Board of Commissioners

FROM: Clark Melinkovich, Public Works Senior Engineer *CM*

DATE: September 7, 2022

SUBJECT: Museum Crosswalk Bid Award

This project will install a pedestrian activated crosswalk across 2nd street to the Rockpile Museum. It is funded by an 80% grant from WYDOT TAP program using federal funds.

The project was advertised for bid and 2 bids were received:

Powder River Construction (Gillette)	\$80,190.80
S&S Builders (Gillette)	\$97,979.0

Public Works staff and the consultant HDR Engineering have reviewed the bids, and WYDOT has approved the award of the project to the low bidder. Powder River Construction is a quality local contractor that has done work in the area and has completed successful projects for the County. Public Works recommends the Pedestrian Activated Crosswalk project be awarded to Powder River Construction in the amount of \$80,190.80.

Recommendation of Award

Date: Friday, July 29, 2022

Project: Campbell County Public Works Pedestrian Activated Crosswalk Project

To: Clark Melinkovich

From: Mike Oakley

Subject: Engineer's Recommendation

July 27, 2022

Dear Mr. Melinkovich,

HDR has evaluated the bids received on July 21, 2022, for the Campbell County Public Works Pedestrian Activated Crosswalk Project which consists of activated signage near the Rockpile Museum, ADA improvements, striping, and a pedestrian refuge median island on HWY 14 in Gillette.

Two (2) bids were received as shown below:

1. Powder River Construction - **\$80,190.80**
2. S&S Builders - **\$97,979.00**

Engineer's Estimate - \$129,000

The two bidders included the following signed documents along with their bid:

- Bid Form
- Bid Bond
- Bidder Certification Form
- Disadvantaged Business Enterprise (DBE) Participation Form

In addition to the documents listed, HDR observed that both bidders have provided bid forms with no mathematical errors and acknowledged the receipt of Addenda #1 for the project. Both bidders have provided the appropriate bid bond and the DBE Participation Forms. After examining both bids, HDR recommends that the project be awarded to Powder River Construction, pending WYDOT concurrence, as the lowest responsible bidder on the project based solely on the successful completion of the items listed above. Powder River Construction has previous success and history with similar projects around the City of Gillette and is also a local contractor, with extensive work history in Campbell County. If you have any questions or concerns, please contact me at mike.oakley@hdrinc.com or at 307.228.6019.

Sincerely,

HDR Engineering



Mike Oakley, PE
Wyoming Transportation Manager

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made this 7th day of **September** (month), 2022 by and between Campbell County Board of Commissioners, hereinafter referenced as “Owner”; whose address is 500 S. Gillette Avenue Suite 1100, Gillette, Wyoming 82716, and **Powder River Construction, Inc.** (Company Name) hereinafter referenced as “Contractor” whose address is **4001 Collins Rd E, Gillette, WY 82718**. Owner and Contractor, in consideration of mutual covenants set forth herein agree as follows:

1. Description.

A. Project. The Project is generally described as:

Campbell County Pedestrian Activated Crosswalk

B. Work. The Contractor shall furnish all of the labor, tools, materials, equipment, and services necessary for the construction and completion of the Project as described in the Contract Documents.

C. Contract Documents. The Contract Documents consist of the following items:

1.C.1. Drawings titled Campbell County Pedestrian Activated Crosswalk (name of drawings) dated **14** day of **June** (month), 2022.

1.C.2. Addenda numbered as **Addendum No. 1** (list all addenda to the project)
Project Manual (title of Project Manual)
Dated **14** day of **July** (month), 2022.

1.C.3. List all other required documents here:

- **CITY OF GILLETTE STANDARD CONSTRUCTION
SPECIFICATIONS, EDITION 2020**

D. Contract Time. Time is of the essence in this agreement. The construction shall begin on the day that the Owner indicates in the Notice-to-Proceed. The Project shall exhibit Substantial Completion, as defined in Section 2N of this Agreement, by **21 calendar days** after the Notice-to-Proceed is issued. Final Completion will be completed **after 35 calendar days** after the Notice-to-Proceed is issued.

- E. **Contract Price.** For full and complete performance of the Work, the Owner agrees to pay the Contractor a sum of \$ **80,190.80**, payable in accordance with the terms of this Agreement.

2. Definitions. The following terms shall have these definitions:

- A. **Agreement** – This written instrument which is evidence of the contractual agreement between Owner and Contractor pertaining to the Work.
- B. **Contract Documents** – Those items pertaining to this Agreement, which are enumerated in Section 1C of this document.
- C. **Contract Price** – The moneys payable by Owner to Contractor for completion of the Work according the Contract Documents, which is enumerated in Section 1E.
- D. **Contract Time** – The number of calendar days or the date to reach Substantial Completion for the Project, which is enumerated in Section 1D of this document.
- E. **Contractor** – The individual or entity the Owner has hired to construct the Project, which is enumerated in the heading of this Agreement.
- F. **Change Order** - A written modification to this Agreement adjusting the scope of the Work, the Contract Price, or the Contract Time.
- G. **Final Completion** – After Substantial Completion, when any items identified on punch lists are complete, the Project is in all ways complete, the Owner has made final inspection and is ready to accept the Project.
- H. **Owner** – The Campbell County Board of Commissioners.
- I. **Owner’s Consultant** – A third party professional engineering or architectural firm hired by the Owner to assist the Owner’s Representative during the Project.
- J. **Owner’s Representative** – A County staff member assigned to the Project to carry out roles and responsibilities of the Owner.
- K. **Project** – The finished product of an organized process of constructing or installing the Work per the Contract Documents; which is enumerated in Section 1A of this document.
- L. **Project Manual** – A collection of project forms and technical specifications to be used for the Project. The Project Manual is a part of the Contract Documents. Underlined names in this Agreement refer to the specific titles of documents that are included in the Project Manual.

- M. Punch List – A document prepared near the end of a construction project listing work not conforming to contract specifications that the general contractor must complete prior to final payment.
 - N. Substantial Completion – When a Project has progressed to a point where it can be used for its intended purpose as determined by the Owner. For example, if the Project is a building Substantial Completion occurs when a Certificate of Occupancy is issued; if the Project is a road Substantial Completion occurs when the road is open to traffic.
 - O. Work – The entire construction required to be provided under the Contract documents, including, but not limited to, furnishing all necessary labor, tools, materials, equipment, and services.
 - P. Work Directive – A written statement by the Owner to the Contractor ordering an addition, deletion or revision to the Work. The parties will expect that changes to the Work will be incorporated by a subsequent Change Order executed in writing after an appropriate change in Contract Price or Contract Time has been negotiated.
- 3. Contractor's Representations.** To induce the Owner to enter into this Agreement, Contractor represents and warrants to the Owner the following:
- A. Contractor is professionally and fully qualified to perform the Work in a professional manner and complete the Project;
 - B. Contractor is authorized to engage in business in the State of Wyoming and will maintain all necessary licenses, permits, or other authorizations as required by law or agreement with the Owner;
 - C. Contractor has the expertise, experience, knowledge, and necessary plant, personnel, and financial capability to successfully complete the Project;
 - D. The person signing this Agreement has the authority to bind the Contractor;
 - E. Contractor is familiar with the work site in its present condition; and
 - F. Contractor is aware of the terms of this Agreement, the nature and extent of the Contract Documents, and any local conditions, laws, or regulations which could affect the cost or progress of the Project.
- 4. Insurance.** Without limiting any obligations or liabilities of Contractor, the Contractor shall secure and maintain policies of insurance as set forth below from an insurance company or companies authorized by the State of Wyoming with a minimum "A. M.

Best” rating of at least A-. Such insurance will protect Contractor, its subcontractors, or anyone directly or indirectly employed by the Contractor or its subcontractors or for whose acts the Contractor or subcontractors may be liable. The insurance will also protect Owner and its representatives, agents and employees, and Owner’s Consultant from claims for bodily injury, death, or property damage which may arise out of, or result from, the Contractor’s or its subcontractors’ operations during the Project.

Insurance policies shall contain a provision that coverage will not be cancelled or materially changed thirty (30) days written notice has been received by the Owner.

Owner and Owner’s Consultant shall be named as an additional insured with a waiver of subrogation.

Contractor shall not commence any work until all required insurance has been obtained and certificates of insurance have been delivered to the Owner.

- A. Commercial General Liability. Must include broad form property damage (i.e. underground, explosion and collapse coverage) and blanket contractual liability coverage.

Each occurrence	\$1,000,000
Personal and advertising injury	\$1,000,000
General aggregate	\$2,000,000
Products and completed operations	\$2,000,000
(to be enforced for two (2) years after final payment)	

- B. Automobile Liability. Must include owned, not owned, and hired vehicles and must cover bodily injury and property damage.

Combined single limit (each accident)	\$1,000,000
---------------------------------------	-------------

- C. Umbrella or excess liability.

Each occurrence	\$2,000,000
Aggregate	\$2,000,000

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

- E. Provide Certificate of Good Standing with Wyoming Workers Compensation and Employer’s Liability Insurance. Employees hired in Wyoming to perform work under this Agreement shall be covered by workers’ compensation coverage obtained through the Wyoming Department of Workforce Services’ workers’ compensation program, if statutorily required. Employees brought into Wyoming from Recipient’s home state to

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

Bodily Injury by Accident (each accident):	\$1,000,000
Bodily Injury by Disease (each employee):	\$1,000,000
Bodily Injury by Disease (policy limit):	\$1,000,000

- 5. Payment and Performance Bonds.** Contractor shall furnish bonds as security for the faithful performance of the Work and payment of all Contractor's obligations arising thereunder; in accordance with Wyoming Statute §16-6-112. Each bond shall be in the amount of the Contract Price and shall remain in effect one (1) year from the date of final payment.

Language in the bond documents shall match the language of the AIA Document A312-2010 and may be issued using the surety company's own forms.

Surety Companies executing bonds must be authorized to transact business in Wyoming and must appear on the Department Circular 570 from the Bureau of Fiscal Service of the United States Department of the Treasury.

The Contractor shall provide notification to subcontractors and materialmen of their rights of protection under the bonds per Wyoming Statute §16-6-121. Contractor shall deliver the required bonds to Owner prior to the commencement of construction.

6. Owner's Responsibilities.

- A. The Owner shall assign a County staff member as the Owner's Representative for the Project; to carry out roles and responsibilities of the Owner and provide contact information to the Owner.
- B. The Owner may, at their discretion, hire third party Owner's Consultant(s) to assist Owner during the Project. The Owner will notify the Contractor in writing of the person or company who will be fulfilling this role and their contact information.

- C. With respect to matters of importance to the progress of the Work, the Owner shall respond to questions, and provide information regarding the Project in a timely manner.
- D. The Owner shall fulfill construction administration actions identified in Section 10.
- E. The Owner shall provide up to three (3) copies of the Contract Documents to the Contractor.
- F. The Owner shall make payments to the Contractor for the Work in accordance with Section 14 and Section 17.

7. Contractor's Responsibilities.

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently using the Contractor's best skill and attention to fulfill the expectations associated with and completion of the Project.
- B. Contractor shall perform the Work necessary to construct the Project in accordance with the Contract Documents; providing sufficiently skilled workers and suitable materials and equipment.
Contractor shall see that the finished work complies with Contract Documents.
- C. Contractor shall provide competent, suitably qualified personnel to perform the Work. Contractor shall be responsible to the Owner for acts and omissions of the employees and agents of the Contractor, the Contractor's subcontractors, and other entities performing the Work through the Contractor.
- D. Contractor shall be solely responsible for, and have control over, the means, methods, techniques, sequences, and procedures of construction.
- E. Contractor shall be responsible for coordinating all portions of Work under this Agreement and for the schedule and timeline of the Work on the Project.
- F. Contractor shall maintain order and good discipline at the construction site at all times. Contractor shall keep the premises clean and free of accumulations of waste materials and debris resulting from the Work.
- G. Contractor shall comply with laws, ordinances, rules, and regulations applicable to the Work.

- H. Contractor shall conduct its operations in a safe manner and comply with all applicable laws and regulations relating to safety and work site conditions.

Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with construction of the Project to prevent and avoid injury, and loss or damage to persons or property.

- I. Contractor shall assign a competent Superintendent as an authorized representative on the project site to fulfill the Contractor's responsibilities and obligations under this contract. The Superintendent must be in attendance on the site during construction.

Qualifications of the proposed superintendent shall be submitted to the Owner for review prior to beginning work on the Project. The Contractor shall not assign a superintendent to the Project if the Owner has made a reasonable objection to that person.

- J. A pre-construction meeting will take place prior to beginning work on the Project. Items to be covered at the meeting will include names and contact information for all involved parties, schedules and timelines, Project protocols, coordination, responsibilities of the parties, traffic and site control plan, and other similar actions. The Contractor is to assist with the content of this meeting.

- K. Contractor shall keep one (1) record copy of Contract Documents, specifications, drawings, addenda, modifications and shop drawings at the Project site. Such documents will be kept in good order and annotated to show any and all changes made during the construction process. These documents shall be submitted to the Owner as record drawings at the end of the Project.

- L. Contractor must provide the order the Contractor proposes to complete key components to the Project. The Contractor shall also update the Owner on the status of the Project; through progress meetings and by providing updated schedules that show the critical path of key components to the Project.

- M. Materials testing for quality control during construction will be administered and paid for by the Owner. Contractor shall assist the Owner in coordinating these tests with the testing company. Any retests for failures will be charged to the Contractor. Contractor shall be responsible for and shall pay all costs for inspections or testing required of the Contractor in the Contract Documents.

- N. Contractor shall secure and pay for building permits and other permits, licenses, and fees required by government agencies or by the Contract Documents. Contractor shall comply with any requirements of the permits and bear all costs related to the permits including any tests, inspections, or approvals.

- O. Contractor shall pay all license fees and royalties, and assume all costs incident to the use, in the performance of the Work, of any invention, process, or device which is the subject of patent rights or copyrights held by others. Contractor shall pay all sales, consumer, use, and other taxes required by law. Contractor is responsible for all State and Federal taxes on payments earned under this Agreement, and for the earnings paid to any workers hired by Contractor.
- P. Contractor shall contact utility companies to locate the utilities on and around the Project per One Call of Wyoming policy. Notifications to utilities and related civil penalties will be governed by Wyoming Statutes §37-12-301 through §37-12-307.

Contractor shall work with the Owner to locate service lines and utilities that are within the site and not marked by utility companies. Contractor shall strive diligently to avoid damaging any utilities during construction.

- Q. If any hazardous environmental conditions are encountered during construction, the Contractor shall isolate and secure the location, stop all work in and around the hazardous condition, and notify the Owner immediately. Contractor shall not be responsible for any hazardous environmental conditions encountered at the site that were not identified in the Contract Documents.
- R. Contractor to provide Owner, Owner's Consultant(s) and/or Owner's identified Representative(s) access to the Project site.
- S. Contractor shall provide any shop drawings and submittals required by the Contract Documents to the Owner for review. When the Contractor provides shop drawings and any required submittals, the Contractor is representing that the Contractor has reviewed and approved such documents and verifies the materials, field measurements, and field construction criteria are correct.
- T. Contractor warrants and guarantees that all materials and equipment are new and that the Work is of good quality, free from faults or defects, and conforms to the Contract Documents. All materials and equipment exclude defects or damage caused by modifications or improper use by the Owner, or normal wear and tear.
- U. Contractor will provide a one (1) year warranty for Project improvements including materials, equipment, and workmanship; beginning on the date of Substantial Completion. If any work is found to be defective during the warranty period, Contractor shall immediately repair or replace the defective portion(s) without cost to the Owner and in accordance with the Owner's instructions. If Contractor fails to do so, the Owner may have the defective work repaired; with all costs associated with the repair to be paid by the Contractor.

- V. Contractor shall promptly correct or repair any work determined by the Owner to be defective, or that fails to conform to the Contract Documents.
 - W. Contractor shall at all times be an independent Contractor in performing the work under this Agreement.
 - X. Contractor shall follow all local, state, and federal laws and regulations related to the Contractor's employees, the Contractor's equipment, and/or any other item related to completion of the Work.
- 8. Assignment and Subcontracts.** The Contractor shall not assign Contractor's interest in this Agreement nor subcontract more than fifty percent (50%) of the value of the Work. Subcontractors working on the Project are subject to the approval of the Owner. Contractor is responsible for the acts and omissions of the subcontractors as well as the quality and the timeliness of the work performed by them. Contractor agrees to bind every subcontractor to the terms and conditions of this Agreement.
- 9. Construction by Others.** Owner reserves the right to award separate contracts or to use Owner's own forces to complete portions of the Project or other construction or operations on the site. If this occurs, Contractor shall cooperate with Owner in coordinating schedules and any work phasing required. In doing this, Owner shall not substantially interrupt the Contractor's critical path schedule nor significantly encumber Contractor's ability to complete Work at the site.
- 10. Construction Administration.** The Owner will fulfill the construction administration actions through Owner's Representative and/or Owner's Consultant(s). During construction administration, the Owner's Representative and/or Owner's Consultant(s) shall have the Owner's authority to:
- A. Determine if the Work is proceeding in accordance with the Contract Documents and ascertain whether the acceptability of all Work and whether it is progressing satisfactorily.
 - B. Provide onsite observation(s) and inspection(s) to the extent desired by the Owner. This may include extensive observation and inspection on the Project site.
 - C. Notify Contractor of repairs or alterations that are needed on the Project site and will provide the Contractor copies of observation and inspection reports.
 - D. Have authority to reject any work which does not conform to the design.

- E. Review and approve shop drawings, product data, and samples for conformance to the Contract Documents.
- F. Review and approve submittals of proposed materials and equipment for the Project (including substitution requests) for quality, compatibility with the Project, and adherence to the Contract Documents.
- G. Review proposed Change Orders to determine if costs are appropriate.
- H. Review and approve pay requests. Owner's Representative and/or Consultant(s) may make a recommendation to Owner regarding payment based on a review of the progression of the Work, the point indicated on the pay request, and observation that quality of the Work is in accordance with Contract Documents.
- I. Make determinations on unit price work items.
- J. Order minor changes to the Work that are consistent with the Contract Documents.
- K. Interpret the intent of the Contract Documents and make decisions concerning performance under, and requirements of, the Contract Documents.
- L. Answer the Contractor's questions regarding the Contract Documents and respond to requests for information, issue supplemental drawings and/or specifications (if necessary) and make necessary amendments to the Contract Documents. If any such clarifications constitute a change in the scope of work and require more time or resources to be used than was planned for in the bid, the Contractor may pursue a contract adjustment per Section 12B of this document.
- M. Participate in progress meetings and Project walkthroughs.
- N. Process Change Orders and/or Work Directives. Prepare such documents with backup information from the Contractor.
- O. Make determinations on weather days.
- P. Verify that tests performed by Owner's third-party testing company meet the intent of the Contract Documents.
- Q. Determine the date of Substantial Completion.
- R. Complete Substantial Completion and Final Completion walkthroughs of the Project, create punch lists for required actions, and verifying when such punch lists are complete.

11. Owner Initiated Changes. Without invalidating this Agreement, Owner may, at any time and from time to time, order additions, deletions, or revisions to the Work. Such changes may be completed through a Change Order or by a Work Directive. The value of the work covered by the Change Order shall be determined by unit price (when applicable) or by a mutually agreed upon lump sum price.

12. Contractor Initiated Changes (Claims)

A. Weather Days. If Contractor is not able to work on a critical path or controlling item on the Project for at least half of a regular scheduled work day because of inclement weather, then the Contractor shall be entitled to adjustments in the Contract Time. Adjustments to the Contract Time are calculated for each weather day that is greater than the anticipated number of weather days for the given month as shown below:

January	8
February	8
March	7
April	6
May	4
June	3
July	2
August	2
September	2
October	4
November	5
December	7

B. Contract Adjustment. If Contractor claims that it is entitled to damages, an extension of the Contract Time, or an adjustment of the Contract Price, for any reason, then Contractor must deliver a written claim to Owner. Such claims may include, but are not limited to, any act or neglect of Owner or Owner's Representative or employee, unknown physical conditions encountered at the site, hazardous environmental conditions encountered at the site, conditions which differ materially from those indicated in the Contract Documents, or any inaccurate or improper material representations by the Contract Documents.

C. Failure of Contractor to file a claim as provided herein shall constitute a waiver of the claim by Contractor. Pending resolution of a claim, Contractor shall proceed diligently with the performance of the Work.

D. Delays. The Contractor shall be entitled to an equitable adjustment in Contract Time so long as the Contractor has been diligent in working on the Project and someone for whom the Owner is responsible for delays, disrupts, or interferes with the progression of the work; or the Contractor is delayed in the performance or progress of the Work by

fire, flood, epidemic, acts of God, or failures to act of utility owners; or there are other delays beyond the control of the Contractor. In such or comparable cases, the extension of the Contract Time will be an amount equal to the time lost due to such delays. This shall be Contractor's sole and exclusive remedy for such delay.

- E. Any claims for weather days, contract adjustment, or delays shall be delivered to Owner in writing with supporting data and documentation within ten (10) days after the occurrence of the event giving rise to the claim or within ten (10) days after the Contractor first recognized the condition. The Owner's Representative shall provide a decision, in writing, upon review of submitted materials and consultation with the Owner's Consultant (if applicable) within thirty (30) days of receipt of the request and all applicable materials.

Should the decision of the Owner's Representative be found unsatisfactory by the Contractor, the Contractor may submit an appeal to the Campbell County Board of Commissioners within fourteen (14) calendar days of the date of the decision by the Owner's Representative. Upon receipt of the appeal, the Campbell County Board of Commissioners shall provide a decision within sixty (60) calendar days. Should the decision of the Campbell County Board of Commissioners be found unsatisfactory by the Contractor, only then, may the Contractor submit for a decision by the District Court, in Campbell County, Wyoming.

- 13. Change Orders.** Subsequent to issues arising under Sections 11 and/or 12 of this document, all changes to the Contract Price or Contract Time will be formalized by the parties executing a Change Order to this Agreement. Upon receipt of an executed Change Order, Contractor shall proceed with the Work involved. All such Work shall be executed under the same applicable conditions and include any adaptations provided in the Change Order. If a notice of contract changes to the surety is a requirement of a bond, it will be the Contractor's responsibility to make the notification.

- 14. Progress Payments.** When requested by the Contractor, progress payments may be made as follows:

- A. Contractor shall submit to Owner monthly pay applications for the work completed through the date of the pay application. Contractor shall use the Contractor's Application for Payment document included in the Project Manual.
- B. The application will be supported by information that is reasonably requested by Owner to verify the work is done and the amount is due.
- C. Payment for materials purchased specifically for the Project may be included in the application; so long as the materials are stored on site or at another secure location that

can be observed by the Owner. Proof of insurance will be required for alternate storage sites.

- D. Lien waivers must be included from major subcontractors and suppliers through the date of the most recent previous pay application; to verify that payment has been received from the Contractor per Wyoming Statute §16-6-1001(a)(iv). Contractor shall use the Release and Waiver of Lien document included in the Project Manual.
- E. Retainage shall be deducted from each pay application as described in Section 15 of this document.
- F. Progress payments shall be made in accordance with the current Campbell County Public Works Accounts Payable schedule, which is attached and labeled/identified as Exhibit __D__ to this agreement.
- G. Each application shall be promptly reviewed by the Owner's Representative and/or the Owner's Consultant. A reasonable amount of time is permitted for this review.
- H. No progress payment shall be construed to be a final acceptance or approval of that part of the services or Work to which the payment relates. A progress payment will not release a Contractor from any of the Contractor's obligations under this Agreement or liabilities with respect to such services or Work.
- I. Owner may withhold payments to the extent necessary to protect Owner against any loss or damage due to, but not limited by, the following: (1) Contractor's repeated failure to carry out the Work in accordance with the Contract Documents, (2) defective work not remedied, (3) failure of the Contractor to promptly pay their subcontractors, materialmen, suppliers or laborers, (4) receipt of a third party claim, lien, or demand, or reasonable evidence of a pending claim, lien, or demand, or (5) if Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Work under this Agreement.
- J. Contractor warrants and guarantees that title to all Work, materials and/or equipment covered by any pay application will pass to Owner at the time of payment, free and clear of all and any liens, claims, security interests and/or encumbrances.

15. Retainage. Retainage shall be administered in accordance with Wyoming Statute §16-6-701 through 706. Retainage will be deducted from each progress payment in the amount of five percent (5%). Contractor may provide for retainage in all of its contracts with subcontractors consistent with the requirements set out in this agreement. Retainage will be held in one of the 2 following methods, based on the contractors preference until after the Final completion and the 40 day advertising period:

- A. The Contractor shall set up an account in Contractor's name with an acceptable depository to serve as custodian of retained monies during the Project. An agreement shall be executed between the Owner, Contractor, and depository identifying the following: (1) the Contractor shall be responsible for all fees associated with the account as well as any tax liabilities from interest accrued, (2) the terms of the account are such that no funds will be released to the Contractor until the depository has received written authorization from the Owner to release the funds, (3) should the Contractor fail to satisfactorily complete the work, the Owner will have access to these funds, and (4) the Owner bears no responsibility for the safety of the funds in the account. The form of such an agreement is to be titled Joint Account Agreement for Retainage. This form is included in the Project Manual.
- Or;

- B. Retainage amounts will be calculated on the pay applications and will remain in the project budget as money not yet paid. Contractor may provide for retainage in all of its contracts with subcontractors consistent with the requirements set out in this agreement.

16. Project Closeout. To closeout a project, the following items will take place in the order provided:

- A. Substantial Completion. After inspection of the work by Owner and Owners Consultant, and when Substantial Completion has been met, a punch list will be created of minor items to be completed prior to Final Completion and will be issued to the Contractor along with the Certificate of Substantial Completion. Project will be advertised for forty (40) days as required per Wyoming Statute §16-6-116. The last pay application for 100% of the Contract Price may be submitted and processed.
- B. Warranty. Contractor is to issue a warranty for materials, equipment, and workmanship as described in Section 7T of this document. The Warranty will be for one (1) year from the date of Substantial Completion. The document to be used for is titled Warranty and is included in the Project Manual.
- C. Final Completion. When all punch lists are completed, and the Owner is satisfied that the Project is in all ways complete and acceptable, the Certificate of Final Completion will be issued. Final Completion shall be attained within 2 weeks of the issuance of the Substantial Completion certificate.
- D. Lien Waivers. During the advertisement period, final lien waivers should be obtained from the subcontractors and major suppliers; as indicated on the form titled Lien Waivers included in the Project Manual. If the Contractor is still holding retainage from the subcontractors or suppliers, the lien waivers shall indicate as such.

E. **Affidavit.** The Contractor shall provide a final lien waiver and sworn statement of payment, stating all claims of all subcontractors and suppliers per Wyoming Statute §16-6-117. The form to be used is titled Affidavit on Behalf of Contractor and is provided in the Project Manual.

17. Final payment. The final payment will be the release of the Contractor's retainage from the joint account or the payment of the retained amounts held in the Owners budget. Owner shall make final payment to Contractor when (1) items 16 A-E are complete to the Owner's satisfaction, (2) there have been no claims or payment issues brought to the Owner's attention that are not covered by an appropriate bond, and (3) the Owner is in all ways satisfied with the Project.

Owner's failure to identify defective or incomplete work shall not impair Owner's right to recover for any defective work or breach of this Agreement by Contractor. The making of final payment by Owner will not constitute a waiver by Owner of any claims against Contractor arising from a breach of this Agreement or from defective work or failing to comply with the terms of this Agreement.

18. Acceptance of Final Payment. The acceptance of final payment will constitute a waiver of all claims by Contractor against Owner.

19. Liquidated Damages. The Owner will suffer financial loss if the Work is not completed within the Contract Time. Owner and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay \$250 for each calendar day between the date when Substantial Completion is required and the date when Substantial Completion occurs. , Contractor shall also pay \$250 for each calendar day between the date when Final Completion is required and the date when Final Completion occurs.

20. Termination or Suspension. Work may be terminated or suspended per the following:

- A. **Owner suspension for convenience.** Owner may without cause order the Contractor in writing to suspend the work. If the suspension is without cause, Contractor may seek an adjustment of the Contract Price or Contract Time or both if its work has been adversely impacted by any suspension; unless the actions or inactions of the Contractor, its subcontractors, or suppliers are the reason for the suspension.
- B. **Owner termination for convenience.** Owner may, at any time, terminate this Agreement, for Owner's convenience and without cause, by giving written notification to the Contractor. Upon receipt of this notification, Contractor shall cease operations, take actions necessary for the protection of the existing Work, and terminate existing subcontracts.

20.B.1. In such case the contractor shall be paid for (1) work properly executed through the termination date including reasonable overhead and profit, (2) expenses sustained through the termination date in performing services and furnishing labor, materials, or equipment for the Project, (3) costs incurred in settlement of terminated contracts with subcontractors and suppliers, and (4) reasonable expenses directly attributable to termination.

20.B.2. Contractor shall not be paid on account of lost anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

- C. Owner termination for cause. If the Contractor is (1) guilty of a substantial breach in this Agreement, (2) repeatedly disregards laws, regulations, ordinances, codes, or orders of a public authority, (3) fails to make payment to subcontractors or suppliers for which Owner has made payment to Contractor, (4) repeatedly refuses to properly complete the Work and supply necessary materials or workers, or (5) fails to deliver the insurance certificate, payment, and performance bonds within fourteen (14) days of the Owner executing this Agreement, if required; the Owner may terminate this Agreement.

During such a termination and after providing written notification to the Contractor, the Owner may take control of the Project site and materials or equipment that have been paid for and finish the Work. If the unpaid balance of the Contract Price is not enough to finish the Project, the Contractor shall remain liable to the Owner for the difference in price. If there is an excess balance of funds after the Owner completes the Project, allowing for construction costs and any other legal or other costs attributable to the Owner taking over the Project, that amount will be paid to the Contractor. Any applicable bonds in place for the Project may be executed in behalf of the Owner and used in conjunction with or separate from the process described here.

- D. Contractor termination. As long as the following does not occur due to acts or faults of the Contractor its subcontractors, suppliers, or anyone it has control over; the Contractor may terminate this Agreement if without reason or justification, Owner has not made payment to the Contractor as described in this Agreement or if work is stopped for sixty (60) consecutive days due to: (1) a court order or act of government official requiring the Work to be stopped, (2) delays by anyone the Owner is responsible for, (3) suspensions by the Owner as described in Section 20A, or (4) the Owner repeatedly failing to fulfill contractual obligations with respect to matters important to progress of the Work. The Owner shall pay the Contractor for work properly executed and materials stored on site through the termination date, restocking fees on materials that have been ordered for the project but not yet delivered, and reasonable demobilization costs.

- 21. Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner and its representatives, agents, and employees, and Owner's Consultant from and against all claims, demands, damages, causes of action,

liabilities, losses and expenses, including, without limitation, attorneys' and consultants' fees and expenses arising out of, or resulting from, performance of the Work by Contractor, its subcontractors or anyone employed by them or for whose acts they may be liable.

- 22. Limitation on Liability.** Notwithstanding any other provisions of this Agreement, the Owner's liability to Contractor for any claimed breach of this Agreement or breach of any alleged representations or warranties, whether expressed or implied, shall never exceed the Contract Price less any payments made by Owner to Contractor.

Further, the Owner shall not be liable to Contractor for consequential damages, loss of bonding capacity, loss of profits from other transactions or contracts, impairment of capital, loss of financing, loss of business, or loss of reputation.

- 23. Disputes.** Claims, disputes or other matters in question between the parties to this Agreement shall, initially, attempt to be resolved through good faith efforts. If not resolved through good faith efforts by the parties, the aggrieved party may pursue any and all legal remedies available.

- 24. Jurisdiction.** This Agreement shall be governed by the laws of the State of Wyoming. The Sixth Judicial District, Campbell County, Wyoming shall have exclusive jurisdiction of all disputes arising out of this Agreement.

- 25. Governmental Immunity.** By entering into this Agreement, Owner does not waive any governmental immunity to which Owner is entitled under Chapter 39, Governmental Claims, of the Wyoming Code of Civil Procedure. Further, Owner expressly reserves the right to assert governmental immunity to any claims arising under this Agreement.

- 26. Entire Agreement.** This document represents the entire and integrated agreement between Owner and Contractor and may be amended only by a written instrument; signed by both parties.

Campbell County Board of Commissioners
(Owner)

Signature _____

Name _____

Title _____

Date _____

Powder River Construction, Inc.
(Contractor)

Signature 

Name Lance Walker

Title Controller

Date August 15th, 2022

NOTICE OF AWARD

Date of Issuance: **8/11/2022**

Owner: Campbell County Board of Commissioners

Owner's Project No.:

Engineer: HDR Engineering

Engineer's Project No.:

Project: Campbell County Pedestrian Activated Crosswalk

10333794

Contract Name: Campbell County Pedestrian Activated Crosswalk

Bidder: Powder River Construction, Inc.

Bidder's Address: 4001 Collins Rd. E Gillette, WY 82718

You are notified that Owner has accepted your Bid dated **7/21/22** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: **Campbell County Pedestrian Activated Crosswalk Project.**

The Contract Price of the awarded Contract is **\$80,190.80**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Two unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within **15 days** of the date of receipt of this Notice of Award:

1. Deliver to Owner **two** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Campbell County Board of Commissioners

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

The following page(s) contain the backup material for Agenda Item: [9:45 Nettle Creek Minor Subdivision Request](#)

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



Memorandum Department of Public Works

TO: Campbell County Board of Commissioners

FROM: Sam Proffer, Planner and Zoning Administrator

DATE: September 6th, 2022

SUBJECT: Sunshine Real Properties Minor Subdivision Request

Case Number: 21.02.COMP / Nettle Creek Minor Subdivision

Summary:

Mr. Scott Brady, owner of Sunshine Real Properties presented a Minor Subdivision Replat of Nettle Creek Estates to the Planning Commission back in October of 2021. The original submittal did not address upgrading or maintenance of existing roads. The Planning Commission tabled the project until Mr. Brady provided a plan for both items.

Mr. Brady worked with the property owners of Nettle Creek Estates and presented a plan at the November 18th, 2021, Planning Commission meeting. The Commission approved the plan to perform upgrades to the existing road and a road maintenance agreement to be presented to staff upon conclusion of the same. The resident acting as the spokesperson for Nettle Creek estates notified our office that all roadwork had been satisfactorily completed (See Exhibit 'A'). A road maintenance agreement signed by the property owners was forwarded to our office and notarized by Mr. Brady on August 10th, 2022. (See Exhibit 'B').

Exhibits:

- Exhibit 'A' Acknowledgment of road repair (page 2)
- Exhibit 'B' Road maintenance agreement (pages 3-13)
- Exhibit 'C' Planning Commission minutes from November 18th, 2021 (pages 14-17)
- Exhibit 'D' Nettle Creek Case File 21.02.COMP, dated October 21, 2021 (pages 18-77)

Staff Recommendation:

Staff recommends approval of the Nettle Creek Minor Subdivision request, Case Number 21.02.COMP.

Residents of Nettle Creek Court

Dept. of Public Works
Campbell County Planning Commission
ATTN: Staff
500 South Gillette Ave., Suite 1500
Gillette, WY 82716

To the Staff of the Department of Public Works:

This document attests to the following with regard to damage, wear and tear to the North end of Nettle Creek Ct. resulting from above-normal traffic load from both regular vehicles and heavy equipment associated with the construction of a new home on the North end of Lot 2:

- Developer of homesite on North end of Lot 2 has deposited and shaped a sufficient amount of road gravel to adequately repair worn areas of the road in the section mentioned above.
- Current residents of Lots 1A and 1B have inspected the repaired area.
- Current residents of Lots 1A and 1B affirm that the maintenance performed by homesite developer is sufficient and in keeping with the verbal agreement as documented in meeting minutes of the Planning Commission meeting of Nov. 18, 2021¹.

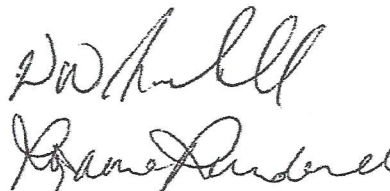
The signatories below indicate their concurrence and agreement with the conditions as stated above.

Respectfully submitted,

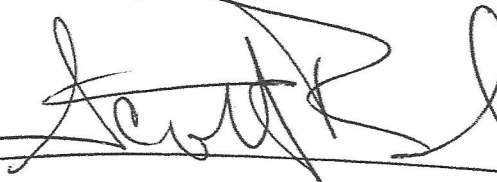
Mr. & Mrs. Mark Breeden, Residents, 22 Nettle Creek Court (Lot 1A)



Mr. & Mrs. Will Randall, Residents, 30 Nettle Creek Court (Lot 1B)



Mr. Scott Brady, Developer, Sunshine Real Properties LLC (Lot 2)



¹ Nov. 18, 2021 meeting minutes available at <https://www.campbellcountywv.gov/AgendaCenter/ViewFile/Item/6623?fileID=61895>; reference page 7, paragraph 4

Memorandum of Road Maintenance Agreement

This Memorandum of Road Maintenance Agreement is provided by Sunshine Real Properties, LLC, applicant for the Final Plat of a Resubdivision of Lot 2, of the Nettle Creek Estates Subdivision, now known as Lots 2A and 2B Nettle Creek Estates Subdivision, Campbell County, Wyoming, by and through its Member, Scott Brady for the purposes of providing record in the Campbell County, Wyoming Land Records of that certain *Road Maintenance Agreement* attached hereto as **Exhibit A**.

The lands affected by the *Road Maintenance Agreement* are in Campbell County, Wyoming to wit:

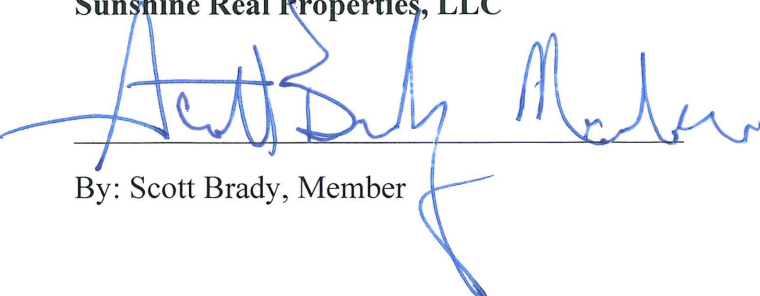
Township 50 north, R.73W. of the 6th p.m., Campbell County, Wyoming, Section 28: NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Subject to all easements, reservations, restrictions, and encumbrances of record excepting therefrom a tract of land located in the S $\frac{1}{2}$ of Section 28, T50N, R73W, of the sixth principal meridian, Campbell County, Wyoming, being more particularly described as follows:

Beginning at a point which is the center of section 28, a #5 rebar with aluminum cap; thence along the E-W center-line of section 28, N89°37'30" E, 20.00 ft.; Thence S 0°36'40"W, 240.00 feet; Thence S 89°35'03"W, 366 ft.; thence N 46° 33'10"W, 346.32 ft. to the E-W Center line of said section 28 thence along said line, N89°35'03"E, 600.00 ft. to the point of beginning; and containing 2.71 acres more or less, together with all improvements thereon. Subject to all covenants, reservations, restrictions and right of way of record.

This Memorandum is hereby placed of record to evidence that the *Road Maintenance Agreement* attached hereto as Exhibit A, has been entered into by and between the parties thereto, and covering the lands described herein, and is in no way intended to supersede, abrogate, change or modify any of the terms, conditions, rights or obligations of any parties, all of which are set forth in detail in the *Road Maintenance Agreement*.

Executed this 10 day of August, 2022.

Sunshine Real Properties, LLC


By: Scott Brady, Member

ACKNOWLEDGEMENT

STATE OF WYOMING)

) ss.

COUNTY OF CAMPBELL)

On this 10 day of August, 2022, before me personally appeared Scott Brady,
as **Member** on behalf of **Sunshine Real Properties, LLC**, and acknowledged this 10 day of
August, 2022.



Angie Siegel
Notary Public

EXHIBIT 'A'

ROAD MAINTENANCE AGREEMENT

FOR ROADWAYS LOCATED IN AND SERVICING THE
NETTLE CREEK SUBDIVISION

This agreement is made between owners of the following Lots of the Nettle Creek Estates Subdivision:

1. Powers Tract South 21
2. Powers Tract North 20
3. Nettle Creek Estates Lot 1A
4. Nettle Creek Estates Lot 1B
5. Nettle Creek Estates Lot 2A
6. Nettle Creek Estates Lot 2B

WITNESSETH

For and in consideration of the mutual covenants herein contained, the mutual promises set forth herein are to be kept and performed by the parties.

LEGAL DESCRIPTION

The roadways contained in this agreement are located in the following described real property located in Campbell County, Wyoming, hereinafter call the LAND, to-wit:

A parcel of land located in the NE^{1/4}SW^{1/4}, the SE^{1/4}NW^{1/4} of Section 28, Township 50 North, Range 73 West, 6th P.M., Campbell County, Wyoming. More particularly described hereto attached exhibit "A".

ROADWAY STATUS

Roadway Sections 1 & 2 have been dedicated to the public by subdivision. Roadway Section 3 is a private access easement. Roadway Sections 4 & 5 are private access easements. These roadway sections are depicted on the Roadway map attached hereto as Exhibit "B". The Roadway Map hereinafter referred to as Exhibit "B" is a true and accurate depiction of the roadways shown on the Nettle Creek Estates Subdivision Plat recorded with the Campbell County Clerk's office. Distances and additional dimensional information is shown accurately on the recorded plat.

ROADWAY - SECTION ONE

Section One - In addition to being depicted on Exhibit "B" attached hereto, Roadway Map Section one is described in Exhibit "A" of the recorded document titled "EASEMENT AGREEMENT FOR ACCESS AND RIGHT-OF-WAY", Book 1380 of Photos, pages 157-161 of public record and is shown on Roadway Map Exhibit "B". This easement is now a dedicated Public roadway. This portion of the dedicated public road hereinafter is referred to as Section 1 of the Roadway map attached hereto as Exhibit "B". The parties shall share in maintenance and construction costs in the following proportions:

- | | |
|-------------------------------|-------|
| • Powers Tract South 21 acres | 25% |
| • Powers Tract North 20 acres | 25% |
| • Nettle Creek Estates Lot 1A | 12.5% |
| • Nettle Creek Estates Lot 1B | 12.5% |
| • Nettle Creek Estates Lot 2A | 12.5% |
| • Nettle Creek Estates Lot 2B | 12.5% |

ROADWAY - SECTION TWO

Section two is that portion of said road beginning at a point intersecting with the most eastern edge of Section 1 of this agreement and to the northern most point of the USWEST easement referenced as STA 111+27 per easement agreement between USWEST and Nettle Creek Land Company a recorded public document titled "EASEMENT", Book 1413 of Photos, Page 593, hereinafter referred to as Section 2 of the Roadway map attached hereto as Exhibit "B". The parties shall share in maintenance and construction costs in the following proportions:

• Powers Tract South 21 acres	25%
• Powers Tract North 20 acres	25%
• Nettle Creek Estates Lot 1A	12.5%
• Nettle Creek Estates Lot 1B	12.5%
• Nettle Creek Estates Lot 2A	12.5%
• Nettle Creek Estates Lot 2B	12.5%

ROADWAY - SECTION THREE

Section three is more particularly described as Exhibit "A" of the recorded document titled "EASEMENT AGREEMENT FOR ACCESS AND RIGHT-OF-WAY", Book 1380 of Photos, pages 157-161 of public record and is shown on Roadway Map Exhibit "B". This private access easement hereinafter is referred to as Section 3 of Roadway Map attached hereto as Exhibit "B".

The cost and maintenance of Section 3 shall be at expense of the owners of the Powers Tract North 20 acres.

ROAD CONSTRUCTION & CONDITIONS FOR SECTIONS 4 & 5

Section 4 - Description

Any extension by the owners of Lots 1A, 1B, 2A & 2B of Nettle Creek Estates Subdivision of the access road beyond the point northern most point of the USWEST easement STA 111+27 per easement agreement between USWEST and Nettle Creek Land Company a recorded public document titled "EASEMENT", Book 1413 of Photos, Page 593, following the existing Cook Road Water District pipeline easement to a point where it intersects the property line between Cook Road Water District's Tank Site and Nettle Creek Land Company and is shown as Roadway Map Exhibit "B". This private access easement hereinafter is referred to as Section 4 of Roadway Map attached hereto as Exhibit "B".

Section 5 - Description

The road shall be defined as the point twenty feet south of existing cattle guard separating Cook Road Water District and Burlington Northern Railroad Company property and following the existing Cook Road Water District pipeline easement to a point where it intersects the property line between Cook Road Water District's Tank Site and Nettle Creek Land Company and is shown as Roadway Map Exhibit "B". This private access easement hereinafter is referred to as Section 5 of Roadway Map attached hereto as Exhibit "B".

The cost and maintenance of Sections 4 & 5 shall be shared between the owners of the following lots:

• Powers Tract South 21 acres	14.28%
• Powers Tract North 20 acres	14.28%
• Nettle Creek Estates Lot 1A	14.28%
• Nettle Creek Estates Lot 1B	14.28%

- Nettle Creek Estates Lot 2A 14.28%
- Nettle Creek Estates Lot 2B 14.28%

The minimum road standard shall have a 30' road top and shall have a scoria gravel for all weather travel. Any other road surface may be used however, the alternate surface shall be mutually agreed upon by the owners of all Lots of Nettle Creek Estates Subdivision of the road. If the Lot owners of Nettle Creek Estates Subdivision desire to install a privacy gate constructed of material other than simple wire, then the owners of said Lots or other interested parties shall bear the expense of construction. Any privacy gate construction shall be in accordance with the recorded Burlington Northern Railroad Company road access agreement with owners of the Lots of Nettle Creek Estates.

MAINTENANCE FUND

The parties agree to establish a maintenance fund for Sections 1, 2, 4 & 5 only. Section 3 shall be constructed and maintained solely by the owners of a particular piece of real property of Powers Tract North 20 acres more particularly described as Exhibit "D". Sections 4 and 5 shall be constructed and maintained solely by owners of Lots 1A, 1B, 2A & 2B of Nettle Creek Estates. Said fund to be maintained in an account at First National Bank, Gillette, Wyoming. The fund shall be managed by a mutually agreed to fund manager designated by each of the parties hereto. Each party shall have one vote as follows:

- Powers Tract South 21 acres 1 vote
- Powers Tract North 20 acres 1 vote
- Nettle Creek Estates Lot 1A 1 vote
- Nettle Creek Estates Lot 1B 1 vote
- Nettle Creek Estates Lot 2A 1 vote
- Nettle Creek Estates Lot 2B 1 vote

A unanimous decision by all parties must be established to elect the fund manager and the account depository. A fund responsible for tracking each lot owner's contribution and their proportional share of the expense. These records shall be maintained for inspection on a monthly basis. The fund manager upon a request for maintenance shall poll all lot owners and shall receive a unanimous decision prior to having the maintenance task performed.

The following parties shall pay a monthly fee as set forth hereinafter until such time as the balance of the account reaches \$ 4,500.00 as set forth below to said account. All payments to the fund shall be suspended until such time as the balance of the fund is below \$ 2,000.00.

- Powers Tract South 21 acres \$10.00
- Powers Tract North 20 acres \$10.00
- Nettle Creek Estates Lot 1A \$10.00
- Nettle Creek Estates Lot 1B \$10.00
- Nettle Creek Estates Lot 2A \$10.00
- Nettle Creek Estates Lot 2B \$10.00

The account and monthly fees will commence for each lot at time of sale of the lot. This will include the following six lots:

- Nettle Creek Estates Lot 1A
- Nettle Creek Estates Lot 1B
- Nettle Creek Estates Lot 2A
- Nettle Creek Estates Lot 2B
- Powers Tract South 21 acres
- Powers Tract North 20 acres

If any of the lots are sold and the balance of lots have not been sold, then the remaining owners of the unsold lots shall be responsible for their respective share of the maintenance expense and it shall be paid at time of notice of such expense. This period of allowance shall remain in effect for 1 year from the date of execution of this agreement. At that time the primary land holder of the lot shall commence with the payment schedule for sale of the lot contained in this agreement. Upon opening the account, the first monthly payment is \$50.00 and the monthly fee as set forth in this agreement or amended agreement shall be in force.

The amount paid by each lot owner shall be credited and used for their proportional share of the expenses as noted for sections 1, 2, 4 & 5 of this agreement. The funds cannot be allocated to pay for a section of the road in which the lot owner has no responsibility.

The monthly amount may be adjusted by unanimous consent of the owners to meet the needs of the account. The fund in said account shall be used to pay the cost of any road maintenance.

FENCING AND AUTO GATES

No fencing shall be constructed within nor across the roadway easement boundaries.

No auto-gates (cattle guards) shall be installed in the roadway easement, without the express written permission of all parties having an interest in the roadway easement.

CONTINGENCY COOK ROAD TO ACCESS ROAD MODIFICATION

The access from the Cook County Road may need to be modified at point in the future. The modification request must come from the Campbell County Engineer.

If routing of roadway herein described as Section 1 is changed the proportional amount of responsibility for maintenance shall remain consistent with the terms in this agreement and the existing agreements between Nettle Creek Land Company and Power's known as "Nettle Creek Land Company Amended Counteroffer dated April 30, 1996" shall be in effect for design and construction of such modification. The portion of the agreement referenced as "Attachment #C, Nettle Creek Land Company Amended Counteroffer April 19, 1996" containing modification requirements is attached as (See EXHIBIT "C"). Exhibit "C" is not a recorded document.

If the construction modifications are required by the Campbell County Engineer, Nettle Creek Land Company will accept the responsibility of the owners of Lots 1A, 1B, 2A & 2B of Nettle Creek Estates Subdivision until December 1, 1998 at such time the responsible parties will become the owners of Lots 1 & 2 of Nettle Creek Estates Subdivision and Michael & Shirley Powers and or their heirs, assigns and Successor of interest in the lands more particularly described in Powers two tracts

known as Tract South 21 acres and Tract North 20 acres more particularly described hereto as attached Exhibits "D & E".

A copy of the letter of agreement with the County Engineer, is an Instrument of record 1 May 1996 Book 1380 of Photos, page 149 and the public dedication "Nettle Creek Land Company to Public", Instrument of Record 1 May 1996 Book 1380 of Photos, page 145.

ROADWAY EXTENSIONS

Any extension of roadway herein described as Sections 3, 4, and 5 shall be a private roadway and will require separate agreement/s and shall have no bearing on this agreement in part or in whole. This agreement merely describes the location of the sections and defines points of responsibility as known at the time of this agreement. Roadway extensions may be constructed by owners of the property being serviced or other interested parties sharing a common interest. Any costs associated with construction or maintenance shall be at the interested parties sole expense. The maintenance fund described in this agreement can only be used for Sections 1 & 2 and cannot be used for construction nor maintenance of other Sections without a written modification to this agreement, signed by all parties having a vested interest in maintenance fund.

AMENDMENT

This agreement may be amended or altered at any time upon the written approval of all Lot owners.

This agreement shall run with the land described in this Dated as of date the acknowledged signatures of the parties appear below.

EXHIBIT "A"

Book 1424 of Photos, page 563

EXHIBIT "A"

A parcel of land in the County of Campbell, State of Wyoming, to-wit:

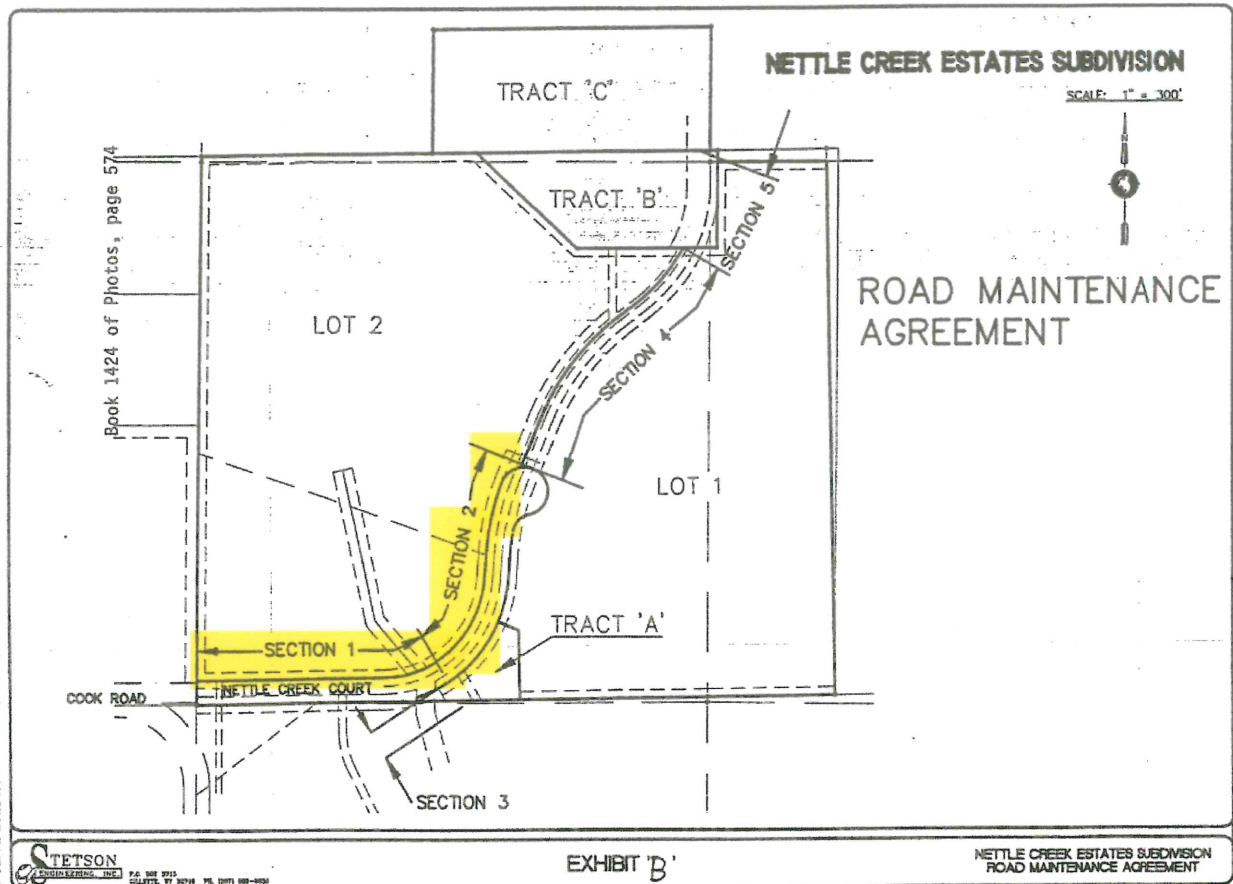
Township 50 north, R.73W. of the 6th p.m., Campbell County, Wyoming, Section 28: NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Subject to all easements, reservations, restrictions, and encumbrances of record excepting therefrom a tract of land located in the S $\frac{1}{2}$ of Section 28, T50N, R73W, of the sixth principal meridian, Campbell County, Wyoming, being more particularly described as follows:

Beginning at a point which is the center of section 28, a #5 rebar with aluminum cap; thence along the E-W center-line of section 28, N89°37'30" E, 20.00 ft.; Thence S 0°36'40"W, 240.00 feet; Thence S 89°35'03"W, 366 ft.; thence N 46° 33'10"W, 346.32 ft. to the E-W Center line of said section 28 thence along said line, N89°35'03"E, 600.00 ft. to the point of beginning; and containing 2.71 acres more or less, together with all improvements thereon. Subject to all covenants, reservations, restrictions and right of way of record.

STATE OF WYOMING } ss.
Campbell County

Filed for record this 17th day of April A.D., 19 97 at 2:34 o'clock p.M. and recorded in Book 1424
of Photos on page 557-563 Fees \$ 18.00
Susan Saunders By Elaine Hackett
County Clerk and Ex-Officio Register of Deeds
RECORDED
ABSTRACTED
INDEXED
CHECKED

EXHIBIT "B"



ROAD MAINTENANCE AGREEMENT
SIGNATURE PAGE

Owners of Powers Tract South 21

Signature: Mike Powers

Date: 7-17-22

Signature: Shirley Powers

Date: 7-17-22

Owners of Powers Tract North 20

Signature: [Signature]

Date: 7-17-22

Signature: [Signature]

Date: 7-17-22

Owners of Nettle Creek Estates Lot 1A

Signature: [Signature]

Date: 6/29/22

Signature: [Signature]

Date: 29 June 22

Owners of Nettle Creek Estates Lot 1B

Signature: _____

Date: _____

Signature: _____

Date: _____

Owners of Nettle Creek Estates Lot 2A

Signature: _____

Date: _____

Signature: _____

Date: _____

Owners of Nettle Creek Estates Lot 2B

Signature: _____

Date: _____

Signature: _____

Date: _____

ROAD MAINTENANCE AGREEMENT
SIGNATURE PAGE

Owners of Power Tract South 21

Signature: _____ Date: _____

Signature: _____ Date: _____

Owners of Power Tract North 20

Signature: _____ Date: _____

Signature: _____ Date: _____

Owners of Nettle Creek Estates Lot 1A

Signature: [Signature] Date: 6/29/22

Signature: [Signature] Date: 29 June 22

Owners of Nettle Creek Estates Lot 1B

Signature: [Signature] Date: 7/12/22

Signature: [Signature] Date: 7/12/22

Owners of Nettle Creek Estates Lot 2A

Signature: [Signature] Date: 07-08-22

Signature: _____ Date: _____

Owners of Nettle Creek Estates Lot 2B

Signature: [Signature] Date: 07-08-22

Signature: _____ Date: _____

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



PUBLIC WORKS DEPARTMENT

COUNTY PLANNING COMMISSION MEETING AGENDA

November 18th 2021 – 7:00 P.M.

A. CALL TO ORDER:

B. ROLL CALL:

C. APPROVAL OF MINUTES:

October 21, 2021 County Planning Commission meeting and pre-meeting workshop.

D. COMMUNICATION:

None

E. PUBLIC HEARINGS:

(Enclosure 1)

Case No. 21.05.COZ

Ludog Minor Subdivision Zoning Request / 215 Overbrook Rd.
A portion of Lot 2 Sec. 15 of T49N, R73W Campbell County
Applicant: Randy Wirfel
Agent: Sheila Slocum, PCA Engineering, Inc.

(Enclosure 2)

Case No. 21.03.COMP

Ludog Minor Subdivision Request / 215 Overbrook Rd.
A portion of Lot 2 Sec. 15 of T49N, R73W Campbell County
Applicant: Randy Wirfel
Agent: Sheila Slocum, PCA Engineering, Inc.

F. OLD BUSINESS:

(Enclosure 3)

Nettle Creek Minor Subdivision / 21.01.COMP / Update

MEMBERS PRESENT

Todd Hildebrand, Chairman
Bob Jordan, Member
Harry Averett, Member
Kurt Siebenaler, Vice Chairman
Anna Land, Member

MEMBERS ABSENT

STAFF MEMBERS PRESENT

Sam Proffer, Planner and Zoning Administrator
Clark Melinkovich, Senior Engineer & County Recorder
Matt Olsen, Public Works Director

The meeting was brought to order at 7:00 p.m. by Chairman Hildebrand. He thanked the public for attending and reminded them of how to address their comments to the Commission.

Approval of Minutes:

Chairman Hildebrand asked if the Commissioners had read the minutes and if there were any changes or corrections that needed to be made. Commissioner Land noted that her name was misspelled, and Vice Chairman Siebenaler noted that Commissioner Jordan was listed as Vice Chairman his own title was shown as co-chairman rather than Vice Chairman.

Chairman Hildebrand asked for a motion to approve the October 21st, 2021 minutes as amended. Commissioner Jordan moved and Commissioner Siebenaler seconded.

All voted aye. Motion carried.

Public Hearings:

Case No. 21.05.COZ– Ludog Minor Subdivision Zoning Request

Mr. Proffer presented the case and explained that the application was for a proposed 3-lot subdivision that is contiguous with the Overbrook Subdivision currently zoned R-S, Rural Suburban and that the applicant has requested R-R, Rural Residential. Mr. Proffer noted that R-S zoning does not allow for HUD manufactured homes and the R-R zoning does. He also pointed out that there is a large area of un-zoned property to the west, east, and south of the subject property. This presents a problem because if approved R-R, future development might be forced to either continue with the R-R zoning or risk creating a 3-lot ‘spot-zoned’ subdivision. Mr. Proffer explained what spot zoning is. Mr. Proffer noted that the applicant has an existing HUD home on the property but that this could be classified as a legal non-conforming use if the Commission approves the

Old Business:

Nettle Creek Subdivision, 21.01.COMP

Mr. Sam Proffer, Planner and Zoning Administrator, explained that at the Oct 21, 2021 meeting the applicant had requested a variance from the requirements to build the existing underdeveloped road and cul-de-sac to current subdivision standards. The case was tabled, and the Commission instructed the developer to work with the surrounding landowners to develop an Improvement and Service District, Homeowners Association, or other mechanism for the purpose of future road maintenance that would be equitable to the involved parties.

Mr. Scott Brady, developer addressed the Commission, indicated that the Cook Road Water District had planned for this to be 2 lots with one tap each, stated that he has helped in the neighborhood with snow removal and cutting grass even though he didn't live there, and had widened and improved the road including adding multiple loads of rock from the water tower down the hill. He indicated frustration with a recent staff change in the Public Works office and he felt that additional items were now being required for this development by new staff. He said that he met with the homeowners and concluded that they do not want the road widened or the cul-de-sac installed. Proposed lot 2A currently has a home and Mr. Brady's plan is to place an attractive modular home on proposed lot 2B.

Mr. Mark Breeden, 22 Nettle Creek Court addressed the Commission and confirmed that the existing property owners had discussed roads with Mr. Brady. They are not in favor of widening the road because of increased maintenance cost for the neighborhood and the fact that it would be much wider and inconsistent with the other nearby roads. Mr. Todd Hildebrand, Planning Commission chairman stated, and Mr. Proffer clarified that new subdivisions require roads to be built or upgraded to current standards. Mr. Proffer explained to the commission that they could decide on whether to require the developer to upgrade the road or to grant a variance.

Mr. Bob Jordan, Planning Commission member thanked the developer for working together with the surrounding landowners, stated that the road was narrow, and asked what improvements could be done to the road. Mr. Brady offered to place additional rock on the road, said that the neighbors would split the cost, and explained that he was familiar with having to pay to maintain roads adjacent to a landowner's property as he has had to do that with some of his own properties. Mr. Breeden said he and the other neighbor (Randall, Lot 1B) felt that Mr. Brady should fix any damage to the road from construction of the house and then they would use the existing road agreement to all pitch in for maintenance of the roads. Mr. Brady said the construction of this next house will be quicker and have less negative impact, and that he has offered to place 3 belly dump loads of rock on the road. Chairman Hildebrand requested that any agreements for road improvements and maintenance be put in writing, Mr. Jordan agreed.

Mr. Harry Averett, Planning Commission member stated that he supported improving Nettle Creek road surfacing but not widening it to 22ft due to Cook Road being narrow. Chairman Hildebrand asked that the requirement for a written agreement regarding road maintenance be placed as a planning consideration.

Mr. Proffer discussed the existing road maintenance agreement and stated that it would need to be amended to include the new lots. Some discussion ensued regarding the road maintenance agreement and whether the proper solution would be to amend the existing agreement to make it work for the additional lots or to draft a new agreement. Discussion also took place on whether to have a Homeowners Association or Improvement and Service District and the pros and cons to each of those including the availability and requirements of the District Support grant program.

Mr. Kurt Siebenaler, Planning Commission member suggested that the developer review the existing covenants and potentially look at revising those as well. Mr. Siebenaler and Chairman Hildebrand pointed out that the current driveway on the proposed lot 2A connects with the extension road north of the cul-de-sac which is easement and not right-of-way. Mr. Clark Melinkovich, Senior Engineer spoke of this not being an issue since each lot borders publicly dedicated right-of-way and the driveway could be re-located should the easement ever be blocked off, Mr. Proffer concurred. Mr. Jordan and Chairman Hildebrand spoke in favor of an Improvement and Service District to guarantee that the money would be received from the neighbors for road maintenance. Mr. Brady and Mr. Breeden voiced some potential concern of the overhead cost of having a district for such a small number of lots.

Mr. Proffer asked for clarification that the plan was for Mr. Brady to improve the existing road at its current width and not the cul-de-sac. Mr. Brady and Mr. Breeden said that this was correct, and the Planning Commission did not disagree with this statement. Mr. Proffer and Chairman Hildebrand discussed whether the agreements for road maintenance that were formed would have to come back to the Planning Commission or be approved by staff. Mr. Jordan asked for verification that the staff understood the scenarios and Clark answered that they did understand and listed the 2 documents that were being developed: one for current improvement of the road, and the other being a mechanism for future maintenance which could include a new or modified neighborhood road maintenance agreement Homeowners Association, or Improvement and Service District. Mr. Jordan stated that they were not interested in modifying the old road agreement, but wanted a new one to be drafted, Chairman Hildebrand agreed, Mr. Brady and Mr. Breeden concurred. Mr. Averett told Mr. Proffer that the Commission did not need to see the documents, that staff could approve those.

Mr. Averett motioned, and Anna Land, Planning Commission member seconded to grant a variance from the requirement to widen the road and install the cul-de-sac on Nettle Creek Court. All voted yes. The motion carried 5-0.

Chairman Hildebrand thanked the applicant and Mr. Breeden for working together.

ENCLOSURE 1

21.02.COMP

Nettle Creek Minor Subdivision



Nettle Creek Minor Subdivision

Minor Final Plat

October 13, 2021

Planning Commission Meeting
October 21st, 2021

Board of Commissioners Meeting

Applicant: Sunshine Real Properties / Scott Brady

Case Number: 21.02 COMP

Agent: Richard Doyle, Doyle Land Surveying

Summary: The applicant is proposing to subdivide a 25.90-acre tract of land into 2 lots: Lot 2A a 15.90-acre parcel, and Lot 2B a 10.00-acre parcel.

Legal Description: Lot 2, Nettle Creek Subdivision (25.90 acres)

Location: The property address is currently 7 Nettle Creek Ct.

Current Zoning: R-S, Residential Suburban

Proposed Zoning: No Change

Existing Land Use: There is a home currently under construction on the northern portion of the lot that is proposed to be Lot 2A. The proposed Lot 2B is vacant land.

Adjacent Land Use: North: Rural Residential Use (R-S and R-R zoning)
South: Residential / Agricultural (Unzoned)
East: Rural Residential (R-S zoning)
West: Rural Residential (Unzoned)

Water Source: Cook Road Water District

Wastewater: Individual septic systems

Background:

The original Nettle Creek Subdivision was a 2-lot subdivision that was approved by the County in April of 1997 under the 1996 Campbell County Subdivision Regulations. The proposal contained appropriate right of way widths, water source, covenants, and a road maintenance agreement. Public road access to both lots was via the Nettle Creek Court cul-de-sac. No other public road access is provided. (Reference Exhibit ‘A’)

Lot 1 of that original subdivision was split into two lots in 2003 and included a modified Declaration of Covenants that referenced the original road maintenance agreement. Dedicated public right of way access to those two lots is via the cul-de-sac. (Reference Exhibit ‘B’)

The current proposed subdivision plat of Lot 2 of the Nettle Creek Subdivision utilizes the same dedicated public right of way cul-de-sac to access both proposed lots.

The original plat submittal and proposed infrastructure that was approved in 1997 substantially met the minimum requirements of subdivision development at the time. However, the developer failed to complete construction of the proposed cul-de-sac and the full width two-lane road as required and as was proposed. Nettle Creek Court as constructed is essentially a one-lane road with no turn-around terminating at utility, water line, and drainage easements being used as a road. (See photo, Exhibit 'A')

Further, existing lots 7 Nettle Creek Ct. and 30 Nettle Creek Ct. driveway entry points utilize the utility, drainage, and water line easement to access their homes. While not dedicated for public use, local traffic also utilizes those easements to connect to North Valley Avenue and then on to Montgomery Road.

Discussion:

Chapter 6 Subdivision Regulations Section 6.9 specifies development criteria for all Minor Subdivisions. After internal staff review, a memo addressing development requirements was sent to the applicant and his agent for review and comment. (Reference Exhibit ‘C’)

Significant items referenced are the non-compliant roadway, storm drain size, and road maintenance agreement. Important for discussion is the development of the cul-de-sac to ensure that public right of way and emergency vehicle turn-around is maintained if the utility easements are ever blocked or impaired for any reason.

It appears that a road maintenance agreement exists, but no reference to participation in that agreement has been made by the applicant. (Reference Exhibits ‘A’ and ‘B’)

The applicant’s agent Mr. Richard Doyle has submitted a request for variances to infrastructure improvement and road maintenance agreements for this project. (Reference Exhibit ‘D’, Doyle Surveying letter dated 10/6/2021)

Summary Response:

All Minor Subdivisions must go through the same process for review, even if it is a resubdivision of an existing subdivision. Each new proposed re-development of land must be evaluated on its' own merits and impact on existing infrastructure and addressed accordingly.

Based on the level and intensity of proposed development, new or upgrading of existing infrastructure may be required. With that criteria in mind, staff evaluated existing records and identified three significant items, namely roadway/cul-de-sac development, culvert sizing, and provision for roadway maintenance.

Based on Mr. Doyle's letter to our office, he and his client are asking for 4 variances as listed below:

1. Variance to culvert sizing and installation
2. Variance to roadway construction
3. Variance to Subdivision Improvements Agreement and Guarantee
4. Variance to creation/participation of Associations or Districts for Subdivision Maintenance (roadway maintenance)

The Planning Commission recommendations on these four items will be forwarded to the Board of Commissioners for final resolution. Reference Exhibit 'E' with applicable Chapter 6 Subdivision regulations for development standards and variance criteria.

Exhibits:

Exhibit 'A', Nettle Creek Subdivision 1997 Original Plat and Agreements (pgs. 16-27)
Exhibit 'B', Nettle Creek 2003 Resubdivision of Lot 1 and Agreements (pgs. 28-44)
Exhibit 'C', Nettle Creek Staff Review Memo and Correspondence (pgs. 45-54)
Exhibit 'D', Doyle Land Surveying Memo Response and Variance Request (pgs. 55-56)
Exhibit 'E', Applicable Chapter 6 Subdivision Regulations (pgs. 57-60)

Findings of Fact:

The submittal dated September 9th, 2021 met all requirements found in Chapter 6 Sections 6.8 through 6.9 except for the items listed in the Summary Response above and a Title Report and Consent to Subdivide.

Planning Considerations:

1. Resolve roadway / culvert improvements and road maintenance agreement items.
2. Provide Title report.
3. Provide consent to subdivide.

Staff Recommendation:

Staff recommends approval of the Nettle Creek Minor Subdivision Plat Case No. 21.02.COMP upon completion of all planning considerations.

Planning Commission Recommendation:

CAMPBELL COUNTY PLANNING COMMISSION SUBDIVISION APPLICATION

(FOR OFFICE USE ONLY)

CASE NAME/NO. 21.02. COMPDATE RECEIVED: 9/9/21FEE/AMOUNT PAID: \$200

INFORMATION REGARDING SUBDIVISION REQUIRED FOR REVIEW:

Applications shall be complete and turned in at the time of subdivision submittal. Incomplete applications will be returned to the subdivider.

Applicant Information

Name of Applicant: <u>Sunshine Real Properties LLC</u>	
Applicant Phone Number: <u>680.0854</u>	Applicant Fax Number:
Applicant Mailing Address: <u>P.O. Box 397 Gillette, WY 82717</u>	
Applicant Email Address: <u>scottbrady5910@gmail.com</u>	
Relationship of Applicant to Property:	☒ Owner ☐ Tenant ☐ Lessee ☐ Other

Agent Information

Name of Authorized Agent (if applicable): <u>Doyle Surveying Inc.</u>	
Agent Phone Number: <u>307.686.2410</u>	Agent Fax Number: <u>685.2054</u>
Agent Mailing Address: <u>801 E 4th St, Ste 15, Gillette, WY 82716</u>	
Agent Email: <u>dl@vch.com</u>	

Type of Subdivision Proposed

Subdivision Name: <u>Lot 2A and 2B, Nettle Creek Estates Subdivision</u>	
Type of Subdivision: <u>Residential</u>	☐ Administrative ☒ Minor Plat
	☐ Major Preliminary ☐ Major Subdivision Plat

Property and Use Information

Legal Description: <u>Lot 2, Nettle Creek Estates Subdivision</u>	
Total Acreage of Subdivision: <u>25.90</u>	Acreage of Dedicated ROW: <u>ND</u>
Number of Lots: <u>2</u>	Average Lot Size: <u>13 AC</u>
Legal Description(s): <u>Lots 2A and 2B, Nettle Creek Estates Subdivision</u>	

Infrastructure Information

What will be your source of domestic water? <u>Cook Road.</u>		
Type of System: ☐ Public ☐ Shared Well(s) ☒ Community ☐ No Water Provided		Well Permit Number (If Applicable):
What will be your wastewater disposal method?: ☒ On Lot Septic ☐ Centralized Sewage		
The applicant requests to receive correspondence from the Planning Department regarding any submittals received or changes made regarding this application? ☒ YES ☐ NO		

Digital Plat Copy

A digital copy of the plat shall be submitted that shall only contain the lot lines and the subdivision boundary, including bearings, distances and curve data (Autocad version 2000 or later) or any .dwg, or .shp format. This must be submitted with is the application (via disc or email) or the application will not be accepted.

The above information is true and correct to my knowledge. I understand that any incomplete applications and submittals shall be returned and must be re-submitted at the next subdivision permit submittal date.



Applicant
AGENT

9/7/21

Date

NOTICE OF APPLICATION FOR SUBDIVISION PERMIT

NOTICE IS HEREBY GIVEN THAT SUNSHINE REAL PROPERTIES LLC, PO BOX 397, GILLETTE, WYOMING 82717, APPLIED FOR A PERMIT TO SUBDIVIDE LOT 2, NETTLE CREEK ESTATES SUBDIVISION, CAMPBELL COUNTY, WYOMING. A FINAL PLAT WILL BE REVIEWED AT THE CAMPBELL COUNTY PLANNING COMMISSION ON OCTOBER 21, 2021 AT 700 P.M. IN THE CAMPBELL COUNTY COMMISSION CHAMBERS AT 500 SOUTH GILLETTE AVENUE. THE PLAT CAN BE REVIEWED AT THE CAMPBELL COUNTY DEPARTMENT OF BUILDING AND PLANNING, 500 SOUTH GILLETTE AVENUE, GILLETTE, WYOMING

602.46'

DECLARATION VACATING PREVIOUS PLATTING
THIS PLAT IS THE RESUBDIVISION OF LOT 2, NETTLE
CREEK ESTATES SUBDIVISION AS RECORDED IN
BOOK 6 OF PLATS, PAGE 115, THE RECORDS OF
CAMPBELL COUNTY. ALL EARLIER PLAT OR
PORTIONS THEREOF, ENCOMPASSED BY THE
BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

NOTE # 1

Found rebar with 1 1/2" aluminum cap accepted for the NW corner Lot 2. According to official plat filed at Book 6 of Plats/ Page 55 this is th W1 / 16 corner Section 28 per Scott Engineering in 1976. Corner Recordation for this location to be filed in conjunction with this plat.

NOTE # 2

Found rebar with 2" red plastic cap marked PCA. According to official plat filed at Book 6 of Plats/ Page 55 this was not accepted as the NW corner of Lot 2 and is th W1/16 corner Section 28 per PCA and the BLM in 1995/ 1996. Corner Recordation for this location to be filed in conjunction with this plat.

FINAL PLAT
LOTS 2A & 2B
NETTLE CREEK
ESTATES SUBDIVISION
CAMPBELL COUNTY,
WYOMING

A RESUBDIVISION OF
LOT 2,
NETTLE CREEK ESTATES SUBDIVISION
CAMPBELL COUNTY, WYOMING

DEDICATION

Know all men by these presents that the undersigned
SUNSHINE REAL PROPERTIES LLC, being the owners,
proprietors, or parties of interest in the land shown on
this plat, do hereby certify,

The above and foregoing LOTS 2A & 2B, NETTLE CREEK
ESTATES SUBDIVISION being more particularly
described as follows:

LOTS 2, NETTLE CREEK ESTATES SUBDIVISION,
CAMPBELL COUNTY, WYOMING

Said tract of land contains 25.96 acres, more or less,
subject to all rights, restrictions and/or easements of sight
and record, and as appears on this plat, is made with the
free consent, and in accordance with the desires of the
undersigned owners and proprietors, and that this is a
correct plat of the area as it is divided in lots, blocks,
streets and easements, and

That the undersigned owners and proprietors of the land
shown and described on this plat do hereby dedicate to the
public for perpetual public use all streets, alleys,
easements and other lands within the boundary lines of the
plat as indicated and not already otherwise dedicated for
public use. Utility easements as designated on this plat are
hereby dedicated to the public for perpetual public use for
installing, repairing, replacing and maintaining water lines,
sewers, gas lines, electrical lines, telephone lines, cable TV
lines and the forms and types of public utilities now or
hereafter generally utilized by the public.

All rights under and by virtue of the homestead
exemption laws of the State of Wyoming are hereby
waived and released.

Executed this _____ day of _____, A.D., 20____ by:

Owner: SUNSHINE REAL ESTATE, LLC

By: SCOTT BRADY
Title:

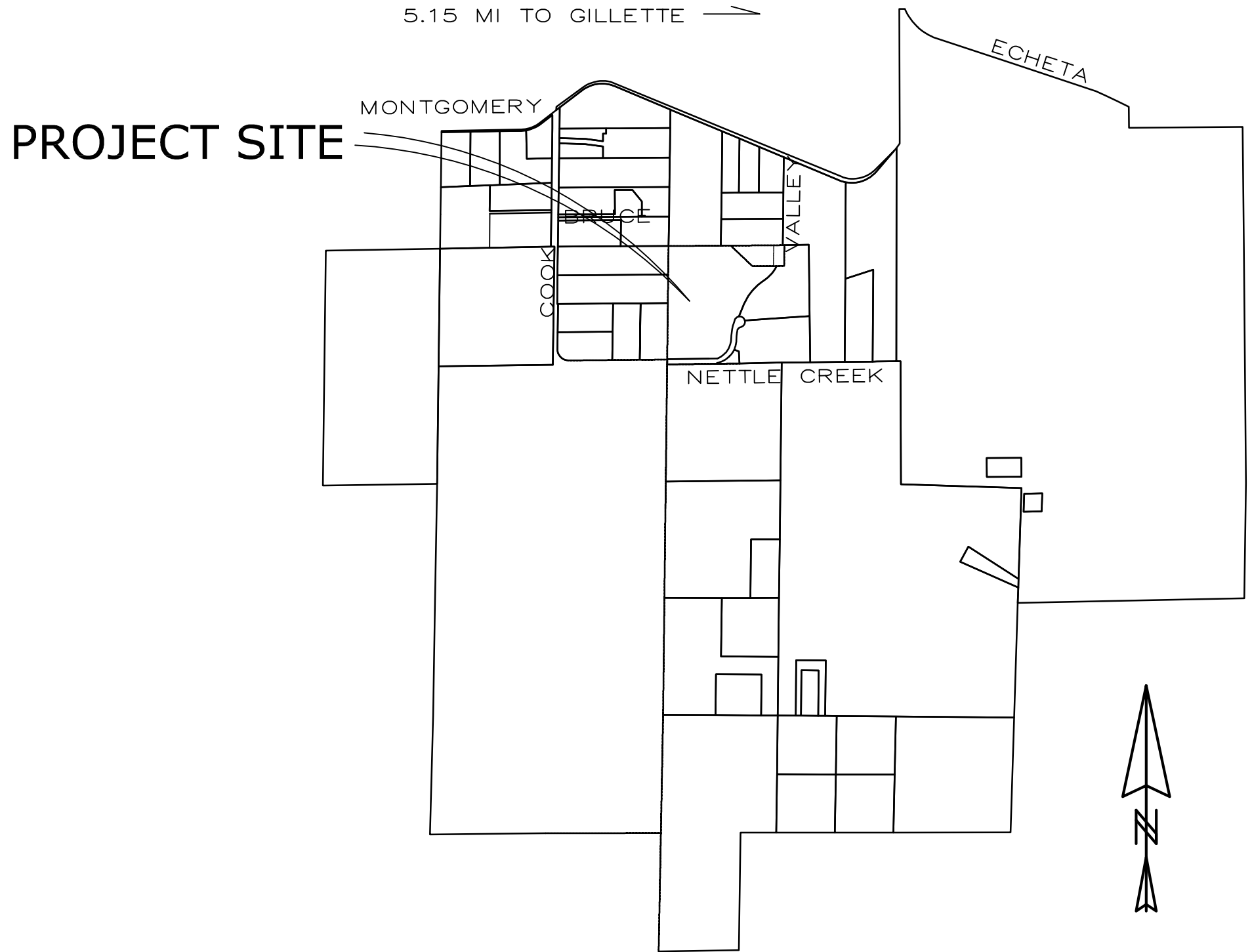
SUNSHINE REAL PROPERTIES, LLC

STATE OF WYOMING)
) ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this _____ day
of _____, A.D., 20____, by SCOTT BRADY
as _____ for SUNSHINE REAL PROPERTIES, LLC, as a free and
voluntary act and deed.
Notary Public

Witness my hand and official seal.

My Commission Expires _____



VICINITY MAP

N.T.S.

APPROVALS

Approved by the Campbell County Planning Commission
this _____ day of _____, 20____, A.D.

Attest:

Chairman

Clerk of the Planning Commission

Approved for filing by the undersigned Board of County Commissioners
in and for the County of Campbell, State of Wyoming this
_____ day of _____, 20____, A.D.

Chairman of the Board

Member

Member

Member

Member

This plat filed for record in the office of the Clerk and Recorder
at _____ o'clock _____.m., _____, 20____,
and is duly recorded in Book _____, Page No. _____.

County Clerk

SURVEYOR'S CERTIFICATE

I, Richard T. Doyle, of Gillette, Wyoming, hereby certify that this plat was
made from notes taken during and actual survey performed under my
direct supervision during the months of AUGUST AND SEPTEMBER, 2021,
and that said survey is accurately represented on this plat and is set out
on the ground as shown hereon.



LEGEND

- FOUND CORNER MONUMENT
- SET 24" LONG 5/8" REBAR WITH ALUMINUM SURVEY CAP MARKED "RLS 2333"

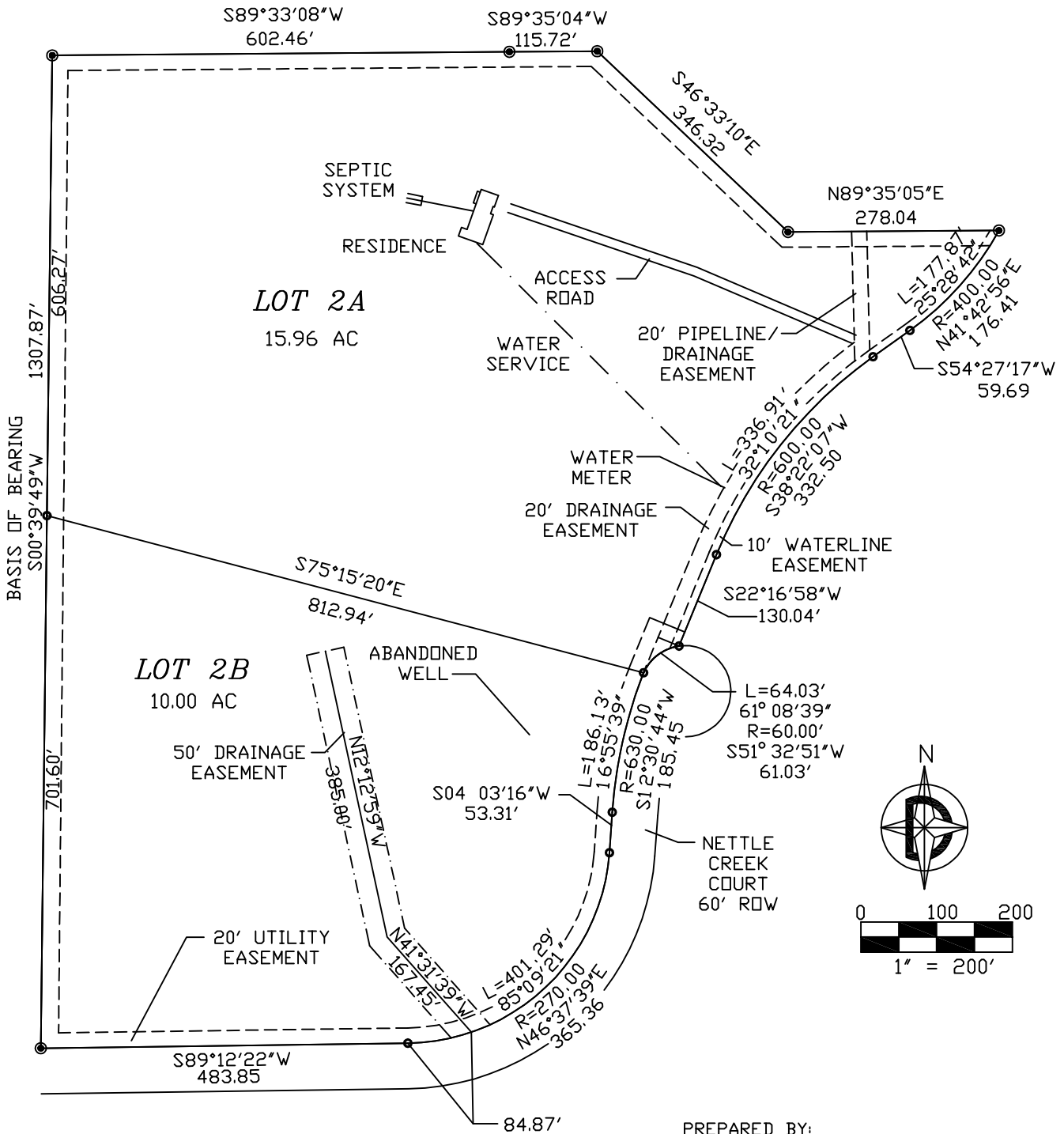
SUMMARY
TOTAL LOTS: 2
R.O.W. AREA: N/A
TOTAL AREA: 25.96 AC

BASIS OF BEARING:
WEST LINE NETTLE CREEK ESTATES
SUBDIVISION AT S00°33'40"W

NO PROPOSED CENTRALIZED SEWAGE SYSTEM.
NO PUBLIC MAINTENANCE OF STREETS OR ROADS.
THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED
IS SUBJECT TO FULL EFFECTIVE DEVELOPMENT
OF THE MINERAL ESTATE.

SITE PLAN

LOT 2
NETTLE CREEK ESTATES SUBDIVISION
CAMPBELL COUNTY, WYOMING



PREPARED FOR:
SUNSHINE REAL PROPERTIES LLC
PO BOX 397
GILLETTE, WY 82717

DATE OF PREPARATION:
SEPT, 2021 REV 9-29-21

PREPARED BY:
DOYLE SURVEYING INC.
801 E 4th ST SUITE 15
GILLETTE, WY 82718
PH: 307-686-2410
EMAIL: dls@vcn.com

DEPARTMENT OF PUBLIC WORKS

Building & Planning Division

500 S. Gillette Avenue, Suite 1500
Gillette Wyoming 82716
Phone 307-682-1970 Fax 307-687-6468

9/15/2021

RE: Nettle Creek Minor

Legal Description: Lot 2 Nettle Creek Estates Subdivision

Dear Neighboring Landowner:

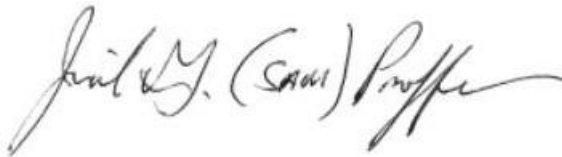
I would like to inform you of a proposed Minor Subdivision Final Plat request in your area. If you should have any concerns or comments, you are invited to attend the following public hearing:

The County Planning Commission will review the Minor Subdivision Final Plat request at their meeting on Thursday, October 21, 2021 at 7 p.m. in the Commissioners' Chambers of the Courthouse, 500 South Gillette Avenue, Gillette, Wyoming.

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

If you are unable to attend the meeting and have any comments regarding this proposal, you may send a signed letter or fax to this office and it will be forwarded to the Commissioners on your behalf. Copies of project documents are enclosed for your review. Please do not hesitate to contact us at 682-1970 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Sam Proffer". The signature is fluid and cursive, with the first name "Sam" being more prominent.

Sam Proffer
Planner and Zoning Administrator

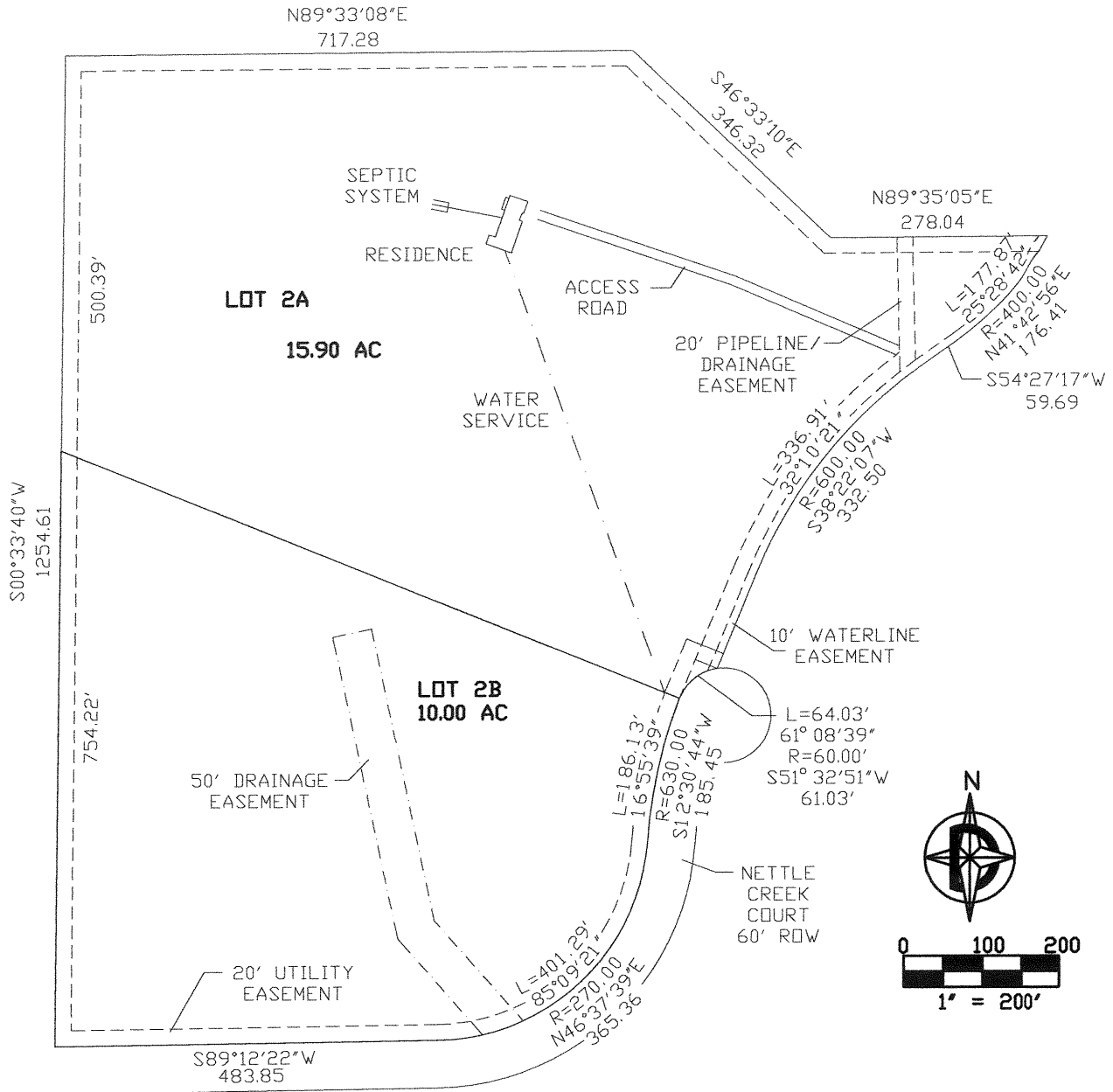
Enclosure: Aerial Map, Site Plan



▼ 7 NETTLE CREEK CT X Q

SITE PLAN

LOT 2
NETTLE CREEK ESTATES SUBDIVISION
CAMPBELL COUNTY, WYOMING



PREPARED FOR:
SUNSHINE REAL PROPERTIES LLC
PO BOX 397
GILLETTE, WY 82717

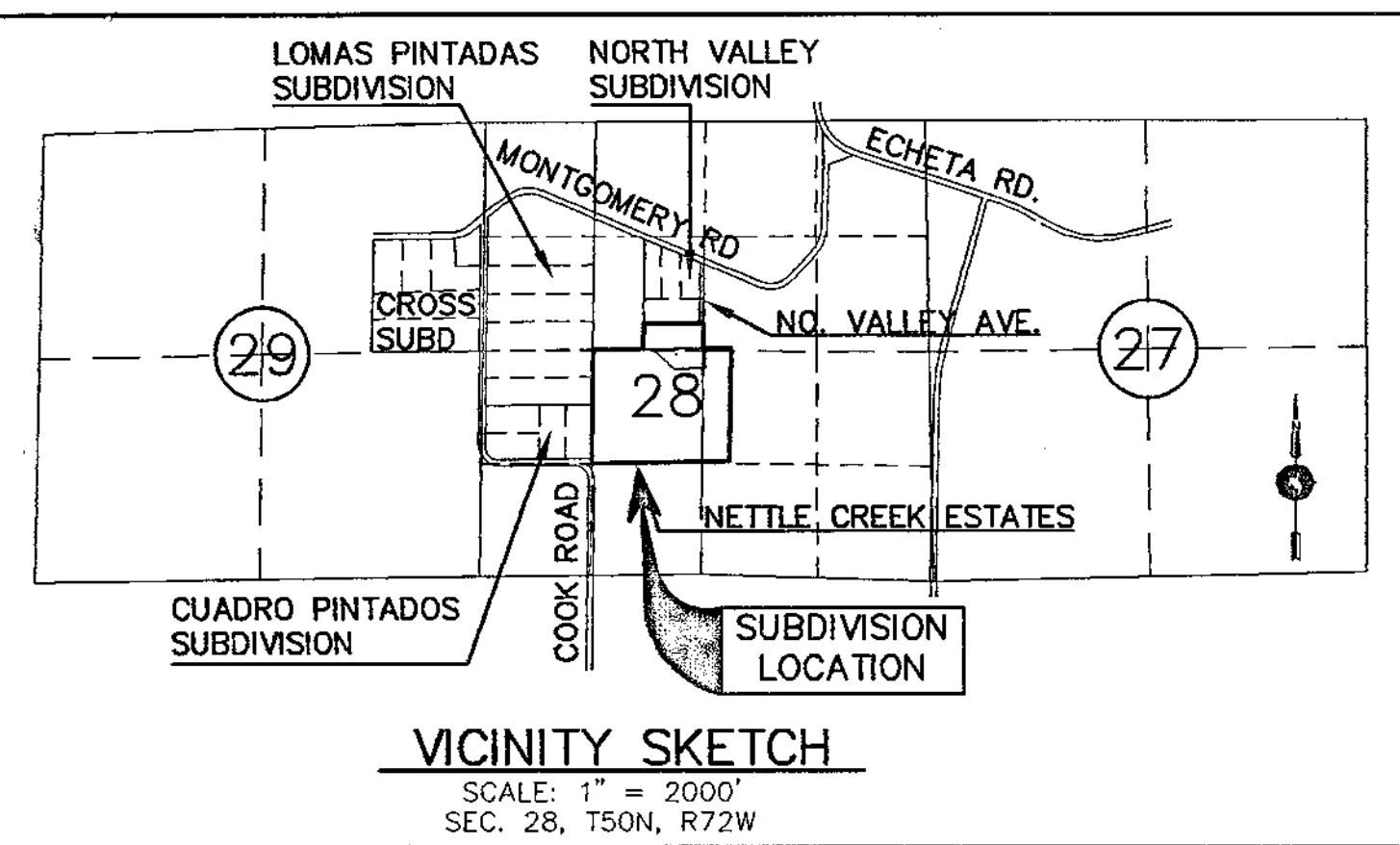
DATE OF PREPARATION:
SEPT, 2021

PREPARED BY:
DOYLE SURVEYING INC.
801 E 4th ST SUITE 15
GILLETTE, WY 82718
PH: 307-686-2410
EMAIL: dls@vcn.com

SURROUNDING LANDOWNER LIST
 RESUBDIVISION
 LOT 2, NETTLE CREEK ESTATES SUBDIVISION

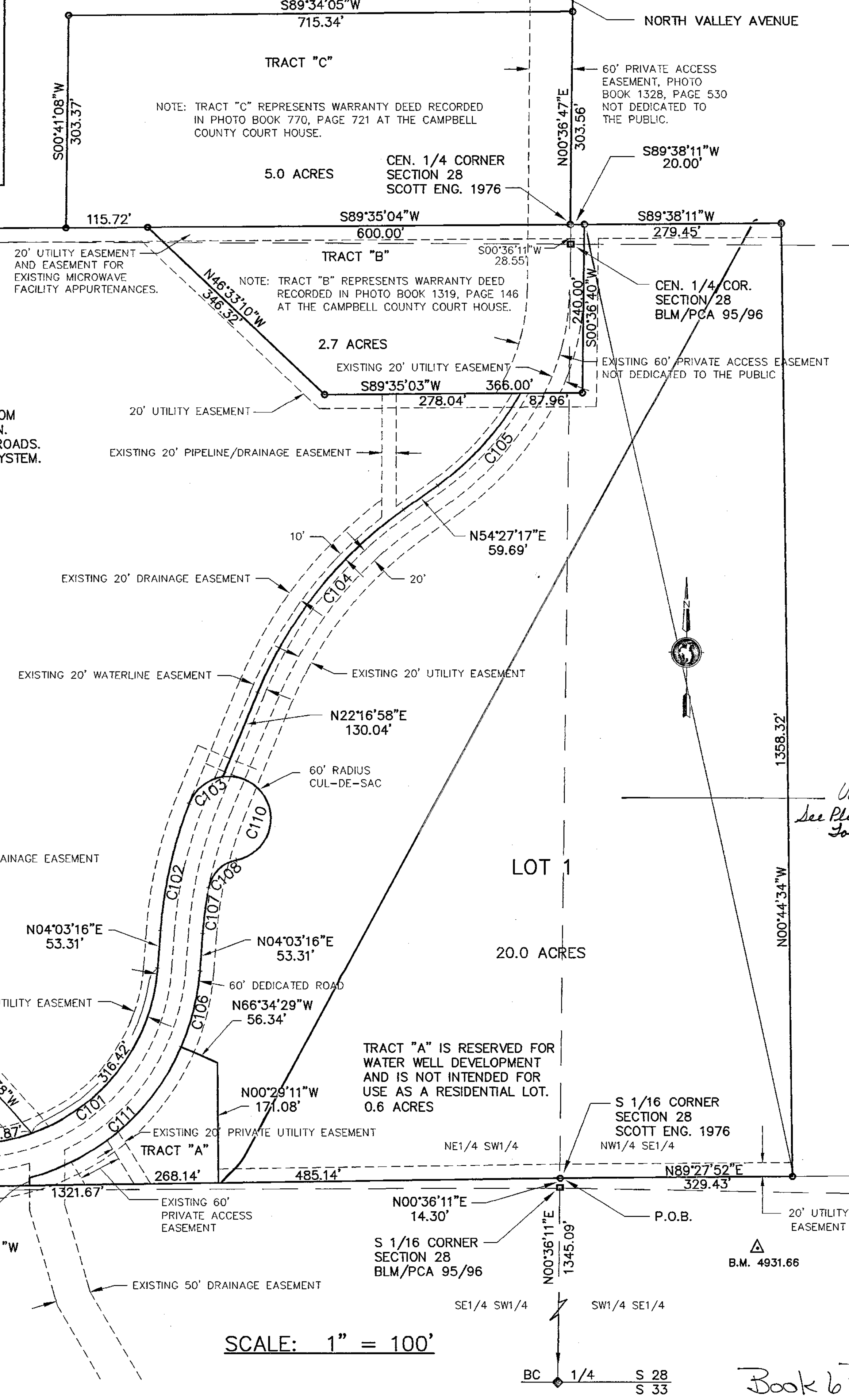
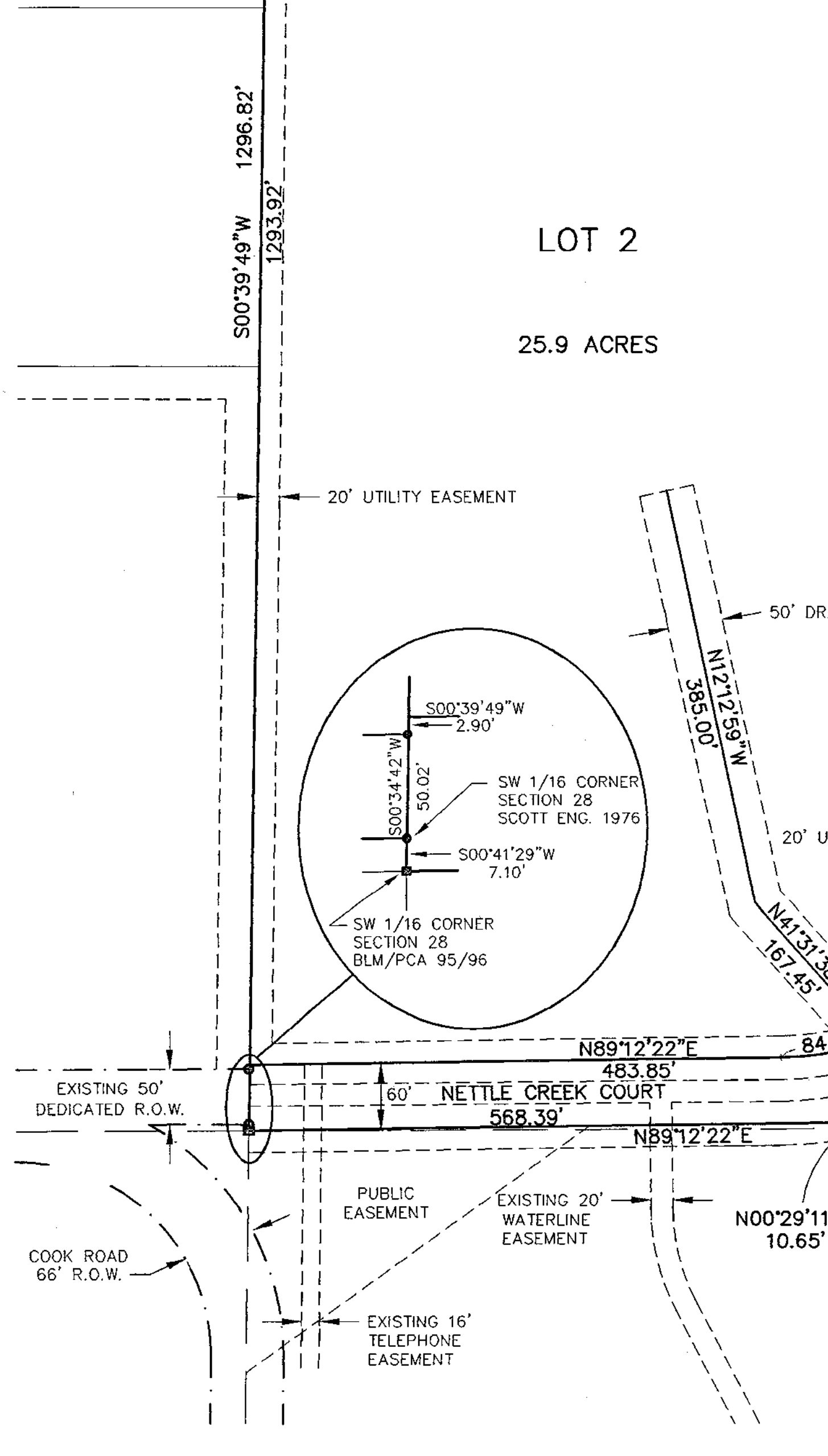
SUNSHINE REAL PROPERTIES LLC	PO BOX 397	GILLETTE	WY	82717
BURLINGTON NORTHERN RAILROAD CO	PO BOX 961089	FORT WORTH	TX	76161
COOK ROAD WATER DISTRICT	PO BOX 2682	GILLETTE	WY	82717
RANDALL WILLIAM & ROXANNE RANDALL	30 NETTLE CREEK CT	GILLETTE	WY	82716
MARK D & KRISTEN M BREEDEN	22 NETTLE CREEK CT	GILLETTE	WY	82716
ERIC THOMAS & KRISTEN RENEE POWERS	PO BOX 2578	GILLETTE	WY	82717
ROBERT F BARLOW REVOCABLE TRUST	PO BOX 33	STORY	WY	82842
MICHAEL D & TAMARA L AKOVENKO	288 COOK ROAD	GILLETTE	WY	82716
LYLE C & DENISE A NANNEMANN	PO BOX 2815	GILLETTE	WY	82717
ANDREW H MCKINNEY	PO BOX 961	GILLETTE	WY	82717
BRUCE W LEE	8 BRUCE LN	GILLETTE	WY	82716

NETTLE CREEK ESTATES SUBDIVISION
PART OF THE NE1/4 SW 1/4, PART OF THE W1/2 W1/2 NW1/4 SE1/4, PART OF THE SE1/4 NW1/4,
AND PART OF THE SW1/4 NE1/4, OF SECTION 28, T50N, R73W, 6TH P.M., CAMPBELL COUNTY, WYOMING



VICINITY SKETCH
SCALE: 1" = 2000'
SEC. 28, T50N, R72W

W1/16 CORNER SECTION 28 SCOTT ENG. 1976
W1/16 CORNER SECTION 28 BLM/PCA 1995/1996
NOTE: INTERIOR LOT CORNERS AND CURVE POINTS MONUMENTED WITH 1.5" CAP MARKED PE&LS 521.
DOMESTIC WATER SOURCE IS AVAILABLE FROM COOK ROAD WATER DISTRICT UPON PETITION. NO PUBLIC MAINTENANCE OF STREETS OR ROADS. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.



DEDICATION
THE ABOVE OR FOREGOING SUBDIVISION IN PART OF THE NE1/4 SW1/4, PART OF THE W1/2 W1/2 NW1/4 SE1/4, PART OF THE SE1/4 NW1/4, AND PART OF THE SW1/4 NE1/4, OF SECTION 28, T50N, R73W, 6TH P.M., CAMPBELL COUNTY, WYOMING, AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED IN LOTS, BLOCKS, STREETS AND EASEMENTS. THE UNDERSIGNED OWNERS AND PROPRIETORS OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DO HEREBY DEDICATE TO THE PUBLIC FOR PERPETUAL PUBLIC USE ALL STREETS, ALLEYS, EASEMENTS AND OTHER LANDS WITHIN THE BOUNDARY LINES OF THE PLAT AS INDICATED AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE, EXCEPTING THAT PRIVATE ACCESS EASEMENT BEING THE EAST 60 FEET OF TRACT "C" AND AS INDICATED. UTILITY EASEMENTS AS DESIGNATED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL PUBLIC USE FOR INSTALLING, REPAIRING, REPLACING AND MAINTAINING WATER LINES, SEWERS, GAS LINES, ELECTRICAL LINES, TELEPHONE LINES, CABLE TELEVISION LINES, AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.

NETTLE CREEK LAND COMPANY
BY: *James D. Kintz*
JAMES D. KINTZ, PARTNER
BY: *Phillip J. Kintz*
PHILLIP J. KINTZ, PARTNER
BY: *Robert J. Kintz*
ROBERT J. KINTZ, PARTNER
BY: *Vernon R. Schild*
VERNON R. SCHILD, PARTNER
BY: *Gary L. Carter*
GARY L. CARTER, PARTNER

STATE OF WYOMING } SS
COUNTY OF CAMPBELL }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JAMES D. KINTZ, PHILLIP J. KINTZ, JAMES D. KINTZ, ATTORNEY AT LAW, ROBERT J. KINTZ, ATTORNEY AT LAW, VERNON R. SCHILD, AND GARY L. CARTER, PARTNERS, ON THIS 12th DAY OF April, 1997.
STATE OF WYOMING }
COUNTY OF CAMPBELL }
NOTARY PUBLIC
MY COMMISSION EXPIRES: 12/31/99

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY
BY: *Paul Schneider*
NAME, TITLE Director Real Estate
STATE OF TEXAS } SS
COUNTY OF TARRANT }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JAMES D. KINTZ, PHILLIP J. KINTZ, JAMES D. KINTZ, ATTORNEY AT LAW, ROBERT J. KINTZ, ATTORNEY AT LAW, VERNON R. SCHILD, AND GARY L. CARTER, PARTNERS, ON THIS 12th DAY OF April, 1997.
WITNESS MY HAND AND SEAL
Doris P. Lodge
NOTARY PUBLIC
MY COMMISSION EXPIRES: 1/1/2000

COOK ROAD WATER DISTRICT
BY: *Thomas Grewell*
THOMAS GREWELL, CHAIRMAN
ATTEST: *Paul Tomer*
PAUL TOMER, SECRETARY
STATE OF WYOMING } SS
COUNTY OF CAMPBELL }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY THOMAS GREWELL AND PAUL TOMER THIS 12th DAY OF April, 1997.
WITNESS MY HAND AND SEAL
Billie A. Hardy
NOTARY PUBLIC
MY COMMISSION EXPIRES: 6/15/98

APPROVAL BY THE CAMPBELL COUNTY PLANNING COMMISSION
APPROVED BY THE CAMPBELL COUNTY PLANNING COMMISSION THIS 15th DAY OF April, 1997.
ATTEST: *Carol Bryson*
CLERK OF THE PLANNING COMMISSION
APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS
APPROVED FOR FILING BY THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS IN AND FOR THE COUNTY OF CAMPBELL, WYOMING, THIS 15th DAY OF April, 1997.
ATTEST: *Carol Bryson*
CLERK OF THE BOARD
STATE OF WYOMING } SS
COUNTY OF CAMPBELL }
I HEREBY CERTIFY THAT THE ABOVE PLAT WAS FILED FOR THE RECORD IN MY OFFICE AT 2:30 PM ON THE 15th DAY OF April, 1997, AND RECORDED IN PLAT BOOK NO. 6, PAGE NO. 115.

LEGAL DESCRIPTION
A PARCEL OF LAND LOCATED IN THE NE1/4 SW1/4, PART OF THE W1/2 W1/2 NW1/4 SE1/4, PART OF THE SE1/4 NW1/4, AND PART OF THE SW1/4 NE1/4, OF SECTION 28, T50N, R73W, 6TH P.M., CAMPBELL COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH-SOUTH CENTERLINE OF SECTION 28, AT AN UNMARKED 1-1/2" ALUMINUM CAP; WHICH POINT OF BEGINNING BEARS N00°36'11"E, 1359.39 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 28;
THENCE N89°27'52"E, A DISTANCE OF 329.43 TO A POINT;
THENCE N00°44'34"W, A DISTANCE OF 1358.32 FEET TO A POINT;
THENCE S89°38'11"W, A DISTANCE OF 279.45 FEET TO THE NORTHEAST CORNER OF THE COOK ROAD WATER DISTRICT TRACT, AT A 1-1/2" ALUMINUM CAP MARKED PE&LS 521;
THENCE S89°38'11"W, A DISTANCE OF 20.00 FEET TO AN UNMARKED 1-1/2" ALUMINUM CAP, WHICH POINT IS THE SE CORNER OF RADIO TOWER TRACT DEEDED TO BURLINGTON NORTHERN RAILROAD COMPANY, SAID CAP KNOWN AS THE CENTER 1/4 CORNER OF SECTION 28 ACCORDING TO SCOTT SURVEY OF 1976;
THENCE N00°36'47"E, A DISTANCE OF 303.56 FEET TO AN ALUMINUM CAP MARKING THE NE CORNER OF SAID BNRR RADIO TOWER TRACT;
THENCE S89°34'05"W, A DISTANCE OF 715.34 FEET TO AN ALUMINUM CAP MARKING THE NW CORNER OF SAID BNRR RADIO TOWER TRACT;
THENCE S00°41'08"W, A DISTANCE OF 303.37 FEET TO AN ALUMINUM CAP MARKING THE SW CORNER OF SAID BNRR RADIO TOWER TRACT;
THENCE S89°33'08"W, A DISTANCE OF 602.46 FEET TO AN UNMARKED 1-1/2" ALUMINUM CAP ON THE EAST BOUNDARY OF LOMAS PINTADAS ESTATES SUBDIVISION;
THENCE S00°39'49"W, A DISTANCE OF 1310.77 FEET TO THE SOUTH EAST CORNER OF LOT 4 OF CUADRO PINTADOS SUBDIVISION;
THENCE S00°34'42"W, A DISTANCE OF 50.02 FEET, TO AN UNMARKED 1-1/2" ALUMINUM CAP;
THENCE S00°41'29"W, A DISTANCE OF 7.10 FEET, TO THE SW 1/16 CORNER OF SECTION 28, A 2" PLASTIC CAP MARKED LS4769, WHICH POINT BEARS N44°29'02"E, 1912.17 FEET FROM THE CORNER OF SECTIONS 28/29/32/33;
THENCE N89°12'21"E, A DISTANCE OF 1321.67 FEET, TO THE POINT OF BEGINNING;
AND CONTAINING 56.1 ACRES, MORE OR LESS.

CERTIFICATE OF SURVEYOR
I, JOHN L. THOLSON, OF ROZET, WYOMING, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING; THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY PERFORMED BY JEROME J. POPP, FOR WHOM WORK I STAND PERSONALLY RESPONSIBLE, AND THAT SAID SURVEY IS ACCURATELY REPRESENTED ON THIS PLAT AND IS SET OUT ON THE GROUND AS SHOWN HEREON.

JOHN L. THOLSON P.E. & L.S. 521
P.O. BOX 170
ROZET, WY 82727

BASIS OF BEARING
WYOMING STATE PLANE COORDINATE SYSTEM - NAD 1983
BASIS OF ELEVATION
NAVD 1988

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C101	270.00'	401.29'	365.36'	N46°37'39"E	85°09'28"
C102	630.00'	186.12'	185.45'	N12°30'44"E	16°55'37"
C103	60.00'	64.03'	61.03'	N51°32'51"E	61°08'36"
C104	600.00'	336.90'	332.50'	N38°22'07"E	32°10'19"
C105	400.00'	177.87'	176.41'	N41°42'56"E	25°28'41"
C106	330.00'	112.08'	111.54'	N13°46'43"E	19°27'34"
C107	570.00'	65.67'	65.64'	N07°20'59"E	06°36'06"
C108	50.00'	59.56'	56.10'	N44°46'23"E	68°14'44"
C110	60.00'	185.12'	119.95'	N09°29'33"W	176°46'37"
C111	330.00'	294.34'	284.68'	N49°03'38"E	51°06'16"

LEGEND
SUBDIVISION BOUNDARY
PROPERTY LINE
SECTION LINE
RIGHT-OF-WAY LINE
EASEMENT LINE
BENCHMARK
1-1/2" ALUMINUM CAP
2" PLASTIC CAP - LS 4769
BRASS CAP

NETTLE CREEK ESTATES SUBDIVISION
PT. OF THE NE1/4 SW1/4, PT. OF THE W1/2 W1/2 NW 1/4 SE1/4, PT. OF THE SE1/4 NW1/4, & PT. OF THE SW1/4 NE1/4 SECTION 28, T50N, R73W, 6TH P.M., CAMPBELL COUNTY, WYOMING

PREPARED FOR:
NETTLE CREEK LAND COMPANY
P. O. BOX 1328
GILLETTE, WY 82717
(307) 682-8387

PREPARED BY:
STETSON ENGINEERING, INC.
P.O. BOX 8715
811 EDWARDS ROAD
GILLETTE, WY 82717
(307) 682-8387

DRAWN BY: CAB DESIGN BY: JJP DWS NAME: PLAT.DWG
PROJ. NO.: 96007 DATE: FEB, '97 SCALE: 1" = 100'

REV: _____
REV: _____
REV: _____

Book 6 Plats, Page 115 Folder 55



ROAD MAINTENANCE AGREEMENT
FOR ROADWAYS LOCATED IN AND
SERVICING THE
NETTLE CREEK SUBDIVISION

This agreement is made this 1 day of April 1997, between Nettle Creek Land Company, a Wyoming Partnership whose partners include James D. Kintz, Vernon R. Schild, Gary L. Carter, Phillip J. Kintz, and Robert J. Netteland, whose address for purposes of this agreement is P.O. Box 1328, Gillette, WY 82717-1328, and Michael J. Powers and Shirley A. Powers, husband and wife whose address for purposes of this agreement is 258 Cook Road, Gillette, Wyoming, 82716.

WITNESSETH

For and in consideration of the mutual covenants herein contained, the mutual promises set forth herein are to be kept and performed by the parties.

LEGAL DESCRIPTION

The roadways contained in this agreement are located in the following described real property located in Campbell County, Wyoming, hereinafter call the LAND, to-wit:

A parcel of land located in the NE1/4SW1/4, the SE1/4NW1/4 of Section 28, Township 50 North, Range 73 West, 6th P.M., Campbell County, Wyoming. More particularly described hereto attached exhibit "A".

ROADWAY STATUS

Roadway Sections 1 & 2 have been dedicated to the public by subdivision. Roadway Section 3 is a private access easement. Roadway Sections 4 & 5 are private access easements. These roadway sections are depicted on the Roadway map attached hereto as Exhibit "B". The Roadway Map hereinafter referred to as Exhibit "B" is a true and accurate depiction of the roadways shown on the Nettle Creek Estates Subdivision Plat recorded with the Campbell County Clerk's office. Distances and additional dimensional information is shown accurately on the recorded plat.

ROADWAY - SECTION ONE

Section One - In addition to being depicted on Exhibit "B" attached hereto, Roadway Map Section one is described in Exhibit "A" of the recorded document titled "EASEMENT NCL.139 57.97

(1)

AGREEMENT FOR ACCESS AND RIGHT-OF-WAY", Book 1380 of Photos, pages 157-161 of public record and is shown on Roadway Map Exhibit "B". This easement is now a dedicated Public roadway. This portion of the dedicated public road hereinafter is referred to as Section 1 of the Roadway map attached hereto as Exhibit "B". The parties shall share in maintenance and construction costs in the following proportions:

Michael and Shirley Powers	50%
Powers Tract South 21 acres	
Powers Tract North 20 acres	
Nettle Creek Estates Lot 1	25%
Nettle Creek Estates Lot 2	25%

ROADWAY - SECTION TWO

Section two is that portion of said road beginning at a point intersecting with the most eastern edge of Section 1 of this agreement and to the northern most point of the USWEST easement referenced as STA 111+27 per easement agreement between USWEST and Nettle Creek Land Company a recorded public document titled "EASEMENT", Book 1413 of Photos, Page 593, hereinafter referred to as Section 2 of the Roadway map attached hereto as Exhibit "B". The parties shall share in maintenance and construction costs in the following proportions:

Nettle Creek Estates Lot 1	50%
Nettle Creek Estates Lot 2	50%

MAINTENANCE FUND

The parties agree to establish a maintenance fund for Sections 1 & 2 only. Section 3 shall be constructed and maintained solely by the owners of a particular piece of real property of Powers Tract North 20 acres more particularly described as Exhibit "D". Sections 4 and 5 shall be constructed and maintained solely by owners of Lots 1 & 2 of Nettle Creek Estates. Said fund to be maintained in an account at First National Bank, Gillette, Wyoming. The fund shall be managed by a mutually agreed designated by each of the parties hereto. Each party shall have one vote as follows:

Michael and Shirley Powers	1 vote
Nettle Creek Estates Lot 1	1 vote
Nettle Creek Estates Lot 2	1 vote

A unanimous decision by all parties must be established to elect the fund manager and the account depository. A fund manager shall be elected every 2 years on the anniversary of the date of this agreement. The fund manager shall be

responsible for tracking each lot owner's contribution and their proportional share of the expense. These records shall be maintained for inspection on a monthly basis. The fund manager upon a request for maintenance shall poll all lot owners and shall receive a unanimous decision prior to having the maintenance task performed.

The following parties shall pay a monthly fee as set forth hereinafter until such time as the balance of the account reaches \$ 2,000.00 as set forth below to said account. All payments to the fund shall be suspended until such time as the balance of the fund is below \$ 1,800.00.

Michael and Shirley Powers	\$ 10.00
Nettle Creek Estates Lot 1	\$ 10.00
Nettle Creek Estates Lot 2	\$ 10.00

The account and monthly fees will commence for each lot at time of sale of the lot. This will include the following three lots:

- Nettle Creek Estates Lot 1
- Nettle Creek Estates Lot 2
- Michael and Shirley Powers
- Powers Tract North 20 acres Exhibit "D"

If any of the lots are sold and the balance of lots have not been sold then the remaining owners of the unsold lots shall be responsible for their respective share of the maintenance expense and it shall be paid at time of notice of such expense. This period of allowance shall remain in effect for 1 year from the date of execution of this agreement. At that time the primary land holder of the lot shall commence with the payment schedule for sale of the lot contained in this agreement. Upon opening the account the first monthly payment is \$50.00 and the monthly fee as set forth in this agreement or amended agreement shall be in force.

The amount paid by each lot owner shall be credited and used for their proportional share of the expenses as noted for sections 1 & 2 of this agreement. The funds can not be allocated to pay for a section of the road in which the lot owner has no responsibility.

The monthly amount may be adjusted by unanimous consent of the owners to meet the needs of the account. The fund in said account shall be used to pay the cost of any road maintenance.

FENCING AND AUTO GATES

No fencing shall be constructed within nor across the roadway easement boundaries.

No Autogates (cattle guards) shall be installed in the roadway easement, without the express written permission of all parties having an interest in the roadway easement.

CONTINGENCY

COOK ROAD TO ACCESS ROAD MODIFICATION

The access from the Cook County Road may need to be modified at sometime in the future. The modification request must come from the Campbell County Engineer.

If routing of roadway herein described as Section 1 is changed the proportional amount of responsibility for maintenance shall remain consistent with the terms in this agreement and the existing agreements between Nettle Creek Land Company and Power's known as "Nettle Creek Land Company Amended Counteroffer dated April 30, 1996" shall be in effect for design and construction of such modification. The portion of the agreement referenced as "Attachment # C, Nettle Creek Land Company Amended Counteroffer April 19, 1996" containing modification requirements is attached as (See EXHIBIT "C"). Exhibit "C" is not a recorded document.

If the construction modifications are required by the Campbell County Engineer, Nettle Creek Land Company will accept the responsibility of the owners of Lots 1 & 2 of Nettle Creek Estates Subdivision until December 1, 1998 at such time the responsible parties will become the owners of Lots 1 & 2 of Nettle Creek Estates Subdivision and Michael & Shirley Powers and or their heirs, assigns and successor of interest in the lands more particularly described in Powers two tracts known as Tract South 21 acres and Tract North 20 acres more particularly described hereto as attached Exhibits "D & E".

A copy of the letter of agreement with the County Engineer, is an Instrument of record 1 May 1996 Book 1380 of Photos, page 149 and the public dedication "Nettle Creek Land Company to Public", Instrument of Record 1 May 1996 Book 1380 of Photos, page 145.

ROADWAY EXTENSIONS

Any extension of roadway herein described as Sections 3, 4, and 5 shall be a private roadways and will require separate agreement/s and shall have no bearing on this

agreement in part or in whole. This agreement merely describes the location of the sections and defines points of responsibility as known at the time of this agreement.

Roadway extensions may be constructed by owners of the property being serviced or other interested parties sharing a common interest. Any costs associated with construction or maintenance shall be at the interested parties sole expense. The maintenance fund described in this agreement can only be used for Sections 1 & 2 and can not be used for construction nor maintenance of other Sections without a written modification to this agreement, signed by all parties having a vested interest in maintenance fund.

ROADWAY - SECTION THREE

Section three is more particularly described as Exhibit "A" of the recorded document titled "EASEMENT AGREEMENT FOR ACCESS AND RIGHT-OF-WAY", Book 1380 of Photos, pages 157-161 of public record and is shown on Roadway Map Exhibit "B". This private access easement hereinafter is referred to as Section 3 of Roadway Map attached hereto as Exhibit "B".

Michael and Shirley Powers 100%
Powers Tract North 20 acres

ROAD CONSTRUCTION & CONDITIONS FOR SECTIONS 4 & 5

Section 4 - Description

Any extension by the owners of Lots 1 & 2 of Nettle Creek Estates Subdivision of the access road beyond the point northern most point of the USWEST easement STA 111+27 per easement agreement between USWEST and Nettle Creek Land Company a recorded public document titled "EASEMENT", Book 1413 of Photos, Page 593, following the existing Cook Road Water District pipeline easement to a point where it intersects the property line between Cook Road Water District's Tank Site and Nettle Creek Land Company and is shown as Roadway Map Exhibit "B". This private access easement hereinafter is referred to as Section 4 of Roadway Map attached hereto as Exhibit "B".

Section 5 - Description

The road shall be defined as the point twenty feet south of existing cattle guard separating Cook Road Water District and Burlington Northern Railroad Company property and following the existing Cook Road Water District pipeline easement to a point where it intersects the property line between Cook Road Water District's Tank Site and Nettle Creek

Land Company and is shown as Roadway Map Exhibit "B". This private access easement hereinafter is referred to as Section 5 of Roadway Map attached hereto as Exhibit "B".

The cost and maintenance of Sections 4 & 5 shall be at expense of the owners of Lots 1 & 2 of Nettle Creek Estates Subdivision of the road extension. The minimum road standard shall have a 30' road top and shall have a scoria gravel for all weather travel. Any other road surface may be used however, the alternate surface shall be mutually agreed upon by the owners of Lots 1 & 2 of Nettle Creek Estates Subdivision of the road. If the owners of Lots 1 & 2 of Nettle Creek Estates Subdivision desire to install a privacy gate constructed of material other than simple wire, then the owners of Lots 1 & 2 of Nettle Creek Estates Subdivision or other interested parties shall bear the expense of construction. Any privacy gate construction shall be in accordance with the recorded Burlington Northern Railroad Company road access agreement with owners of Lots 1 & 2 of Nettle Creek Estates.

PROVISION FOR SECTIONS 4 & 5

A special provision for Roadway Completion in Sections 4 & 5 has been made and is as follows:

- The road can be completed within the next 5 years (from time of execution of notice of "option to purchase" or the date of recording of the warranty deed, whichever occurs first) with the understanding the cost shall be split 50 percent by the initial purchaser (person/s buying the Lot from Nettle Creek Land Company) of Lot 1 of Nettle Creek Estates Subdivision or their assignee and 50 percent by the initial purchaser (person/s buying the Lot from Nettle Creek Land Company) of Lot 2 of Nettle Creek Estates Subdivision or their assignee. Type of construction is defined above. If the road is not completed within the 5 year period described herein, then any completion may be by a property owner having a deeded interest in the road easement and may construct and maintain the roadway at their sole expense.

AMENDMENT

This agreement may be amended or altered at any time upon the written approval of all Lot owners.

This agreement shall run with the land described in this agreement and shall be binding on the parties's, heirs, assigns, and successors in interest.

Dated as of date the acknowledged signatures of the parties appear below.

Michael J. Powers
MICHAEL J. POWERS

Shirley A. Powers
SHIRLEY A. POWERS

James D. Kintz
JAMES D. KINTZ
Nettle Creek Land Co. Partner

Phillip J. Kintz
PHILLIP J. KINTZ
Nettle Creek Land Co. Partner

Gary L. Carter
GARY L. CARTER
Nettle Creek Land Co. Partner

Vernon R. Schild
VERNON R. SCHILD
Nettle Creek Land Co. Partner

James D. Kintz Attorney in fact for Robert J. Nettelnd
JAMES D. KINTZ Attorney in fact for
ROBERT J. NETTELAND
Nettle Creek Land Co. Partner

STATE OF WYOMING)
 : SS
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Michael J. Powers and Shirley A. Powers, husband and wife, this 1 day of April, 1997.

Witness my hand and official seal.

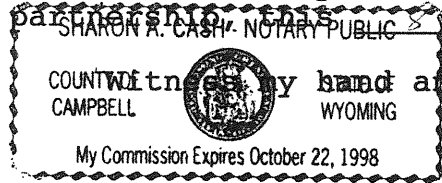
Jane E. Gebhart
Notary Public

My commission expires: June 3, 1998



STATE OF WYOMING)
 : ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by
James D. Kintz, partner of Nettle Creek Land Company, a
partnership, this 8 day of April, 1997.



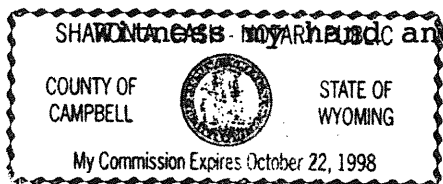
Witness my hand and official seal.

Sharon A. Cash
Notary Public

My commission expires: 10/22/98

STATE OF WYOMING)
 : ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by
Phillip J. Kintz, partner of Nettle Creek Land Company, a
partnership, this 8 day of April, 1997.



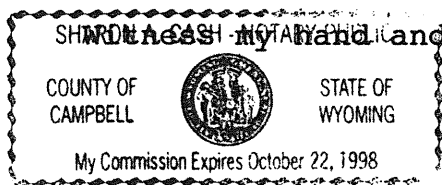
Witness my hand and official seal.

Sharon A. Cash
Notary Public

My commission expires: 10/22/98

STATE OF WYOMING)
 : ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by
Vernon R. Schild, partner of Nettle Creek Land Company, a
partnership, this 8 day of April, 1997.



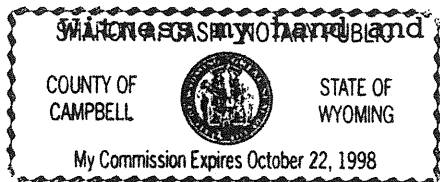
Witness my hand and official seal.

Sharon A. Cash
Notary Public

My commission expires: 10/22/98

STATE OF WYOMING)
 : ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Gary L. Carter, partner of Nettle Creek Land Company, a partnership, this 8 day of April, 1997.



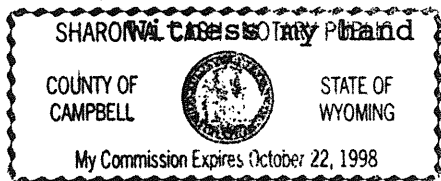
and official seal.

Sharon A. Cash
Notary Public

My commission expires: 10/22/98

STATE OF WYOMING)
 : ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by James D. Kintz for Robert J. Nettelund, partner of Nettle Creek Land Company, a partnership, this 8 day of April, 1997.



and official seal.

Sharon A. Cash
Notary Public

My commission expires: 10/22/98

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NE1/4 SW1/4, PART OF THE W1/2 W1/2 NW1/4 SE1/4, PART OF THE SE1/4 NW1/4, AND PART OF THE SW1/4 NE1/4, OF SECTION 28, T50N, R73W, 6TH. P.M., CAMPBELL COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH-SOUTH CENTERLINE OF SECTION 28, AT AN UNMARKED 1-1/2" ALUMINUM CAP; WHICH POINT OF BEGINNING BEARS N00°36'11"E, 1359.39 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 28;
THENCE N89°27'52"E, A DISTANCE OF 329.43 TO A POINT;
THENCE N00°44'34"W, A DISTANCE OF 1358.32 FEET TO A POINT;
THENCE S89°38'11"W, A DISTANCE OF 279.45 FEET TO THE NORTHEAST CORNER OF THE COOK ROAD WATER DISTRICT TRACT, AT A 1-1/2" ALUMINUM CAP MARKED PE&LS 521;
THENCE S00°36'40"W, A DISTANCE OF 240.00 FEET TO THE SOUTHEAST CORNER OF THE COOK ROAD WATER DISTRICT TRACT, AT A 1-1/2" ALUMINUM CAP MARKED PE&LS 521;
THENCE S89°35'04"W, A DISTANCE OF 366.00 FEET TO THE SOUTHWEST CORNER OF THE COOK ROAD WATER DISTRICT TRACT, AT A 1-1/2" ALUMINUM CAP MARKED PE&LS 521;
HENCE N46°33'10"W, A DISTANCE OF 346.32 FEET TO THE NORTHWEST CORNER OF THE COOK ROAD WATER DISTRICT TRACT, AT A 1-1/2" ALUMINUM CAP MARKED PE&LS 521;
THENCE S89°34'55"W, ALONG THE SOUTH BOUNDARY OF THE BNRR RADIO TOWER TRACT A DISTANCE OF 115.72 FEET TO AN ALUMINUM CAP MARKING THE SW CORNER OF SAID BNRR RADIO TOWER TRACT;
THENCE S89°33'08"W, A DISTANCE OF 602.46 FEET TO AN UNMARKED 1-1/2" ALUMINUM CAP ON THE EAST BOUNDARY OF LOMAS PINTADAS ESTATES SUBDIVISION;
THENCE S00°39'49"W, A DISTANCE OF 1310.77 FEET TO THE SOUTH EAST CORNER OF LOT 4 OF CUADRO PINTADOS SUBDIVISION;
THENCE S00°34'42"W, A DISTANCE OF 50.02 FEET, TO AN UNMARKED 1-1/2" ALUMINUM CAP;
THENCE S00°41'29"W, A DISTANCE OF 7.10 FEET, TO THE SW 1/16 CORNER OF SECTION 28, A 2' PLASTIC CAP MARKED LS4769, WHICH POINT BEARS N44°29'02"E, 1912.17 FEET FROM THE CORNER OF SECTIONS 28/29/32/33;
THENCE N89°12'21"E, A DISTANCE OF 1321.67 FEET, TO THE POINT OF BEGINNING;

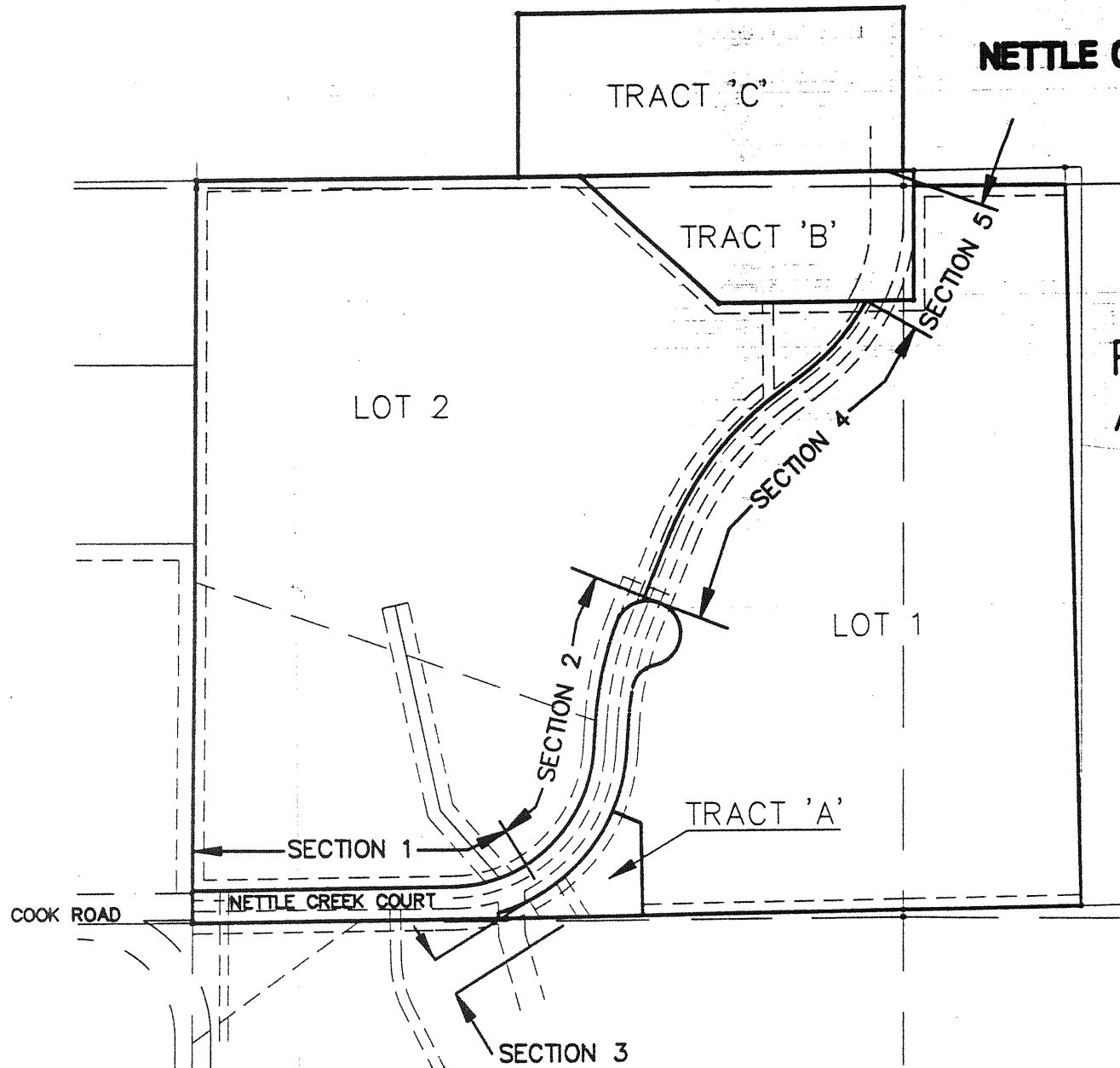
AND CONTAINING 48.4 ACRES, MORE OR LESS.

NETTLE CREEK ESTATES SUBDIVISION

SCALE: 1" = 300'



ROAD MAINTENANCE AGREEMENT



RESUBDIVISION OF LOT 1 OF NETTLE CREEK ESTATES SUBDIVISION PART OF THE NE1/4 SW 1/4 AND PART OF THE NW1/4 SE1/4, OF SECTION 28, T50N, R73W, 6TH P.M., CAMPBELL COUNTY, WYOMING

DECLARATION VACATING PREVIOUS PLATTING:

THIS PLAT IS THE RESUBDIVISION OF LOT 1 OF NETTLE CREEK ESTATES SUBDIVISION AS RECORDED IN BOOK 6 OF PLATS, PAGE 115, OF THE RECORDS OF THE CAMPBELL COUNTY CLERK. ALL EARLIER PLATS OR PORTIONS THERE OF ENCOMPASSED BY THE BOUNDARY OF THIS PLAT ARE HEREBY VACATED.

DISCLOSURE STATEMENT:

IS ON FILE IN THE CAMPBELL COUNTY COURT HOUSE IN BOOK 1424, PAGE 551-553

COVENANTS:

ARE ON FILE IN THE CAMPBELL COUNTY COURT HOUSE IN BOOK 1424, PAGE 557-563 AND IN BOOK 1380, PAGE 135-144

ROAD MAINTENANCE AGREEMENT:

IS ON FILE IN THE CAMPBELL COUNTY COURTHOUSE IN BOOK 1424, PAGE 564-574

SEWER:

NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM

MEMORANDUM OF UNDERSTANDING:

IS ON FILE AT THE CAMPBELL COUNTY COURTHOUSE IN BOOK 1426, PAGE 45-50

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN A PART OF THE NE1/4 SW1/4 AND PART OF THE NW1/4 SE1/4, OF SECTION 28, T50N, R73W, 6TH P.M., CAMPBELL COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1, NETTLE CREEK ESTATES SUBDIVISION, CAMPBELL COUNTY, WYOMING, 20.00 ACRES, 2 LOTS.

DEDICATION

THE ABOVE OR FOREGOING SUBDIVISION IN PART OF THE NE1/4 SW1/4 AND PART OF THE NW1/4 SE1/4, OF SECTION 28, T50N, R73W, 6TH P.M., CAMPBELL COUNTY, WYOMING, AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED IN LOTS, BLOCKS, STREETS AND EASEMENTS. THE UNDERSIGNED OWNERS AND PROPRIETORS OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DO HEREBY DEDICATE TO THE PUBLIC FOR PERPETUAL PUBLIC USE ALL STREETS, ALLEYS, EASEMENTS AND OTHER LANDS WITHIN THE BOUNDARY LINES OF THE PLAT AS INDICATED AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE, EXCEPTING THAT PRIVATE ACCESS EASEMENT BEING THE EAST 60 FEET OF TRACT "C" AND AS INDICATED. UTILITY EASEMENTS AS DESIGNATED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL PUBLIC USE FOR INSTALLING, REPAIRING, REPLACING AND MAINTAINING WATER LINES, SEWERS, GAS LINES, ELECTRICAL LINES, TELEPHONE LINES, CABLE TELEVISION LINES, AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.

OWNERS:

BY: Stanley L. Lawson
STANLEY L. LAWSON

BY: Cathy A. Lawson
CATHY A. LAWSON

STATE OF WYOMING

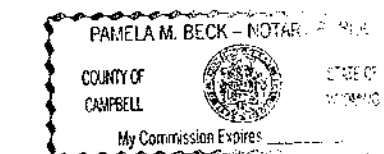
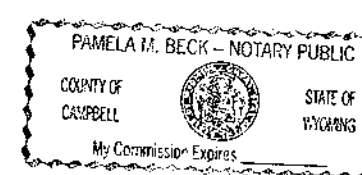
COUNTY OF CAMPBELL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY STANLEY L. LAWSON AND CATHY A. LAWSON ON THIS 11th DAY OF February, 2003.

WITNESS MY
HAND AND SEAL

Pamela M. Beck
NOTARY PUBLIC

MY COMMISSION EXPIRES: Oct. 9, 2005



LEGEND

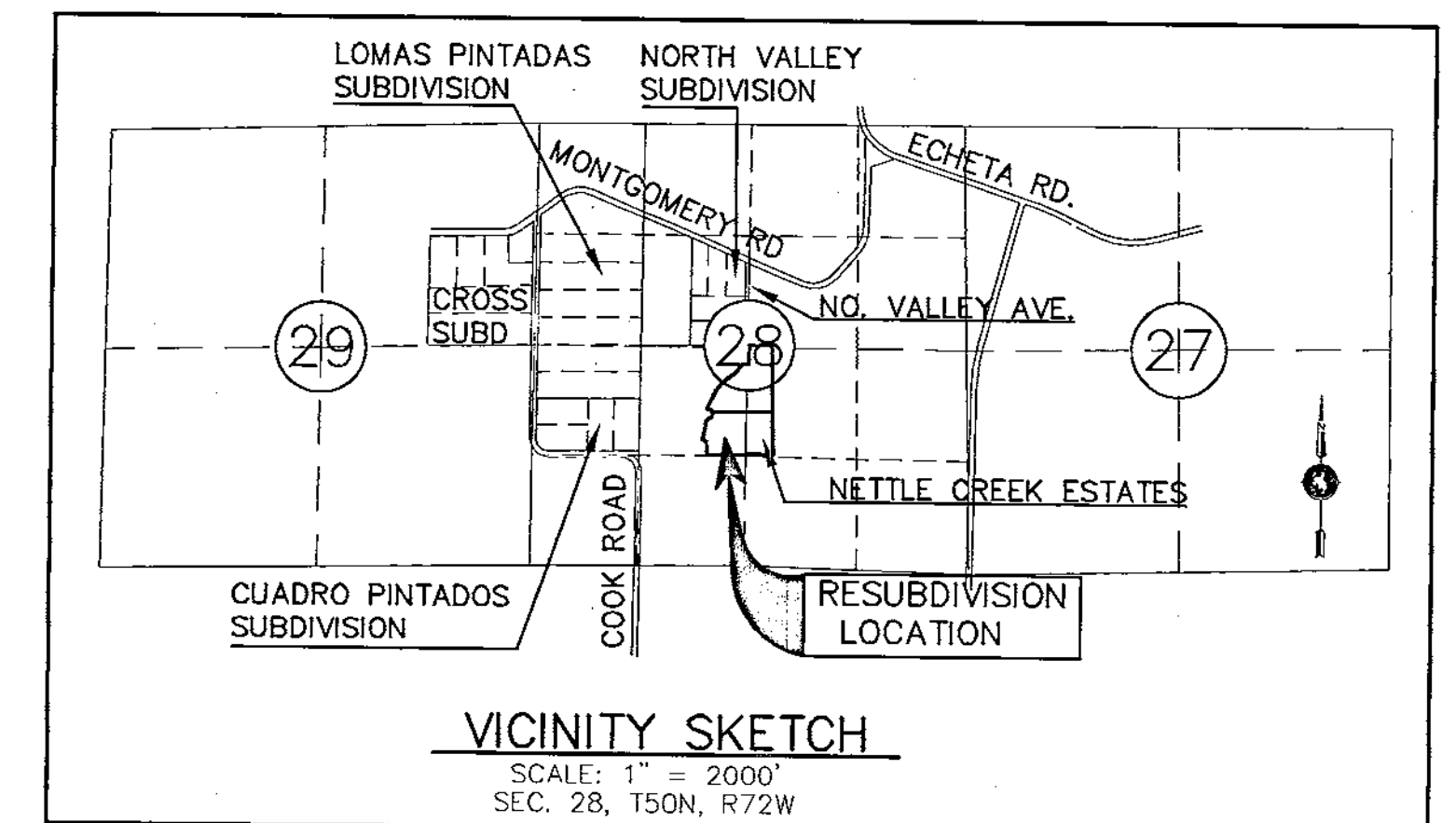
- ◆ FOUND BRASS CAP
- FOUND 2" PLASTIC CAP - LS 4769
- FOUND 1-1/2" ALUMINUM CAP
- ▲ BENCH MARK/CONTROL POINT
- ⊙ SET REBAR W/ ALUMINUM CAP - LS 8404
- SECTION LINE
- - - QUARTER SECTION LINE
- - - SIXTEENTH SECTION LINE
- PROPERTY/R-O-W LINE
- - - ADJACENT PROPERTY LINE
- - - EASEMENT LINE

CURVE TABLE			
CURVE	LENGTH	RADIUS	CENTRAL ANGLE
C1	87.29	60.00	83°21'16"
C2	97.83	60.00	93°25'21"
C3	59.56	50.00	68°14'44"
C4	65.67	570.00	6°38'06"
C5	112.08	330.00	19°27'34"

BASIS OF BEARING
WYOMING STATE PLANE COORDINATE SYSTEM - NAD 1983
BASIS OF ELEVATION
NAVD 1988

CERTIFICATE OF SURVEYOR

I, TROY T. FIELDS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING; THAT THIS DRAWING WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY AND IS A TRUE REPRESENTATION OF THE SURVEY. THE SURVEY WAS MADE DURING THE MONTH OF DECEMBER, 2002.



APPROVAL BY THE CAMPBELL COUNTY PLANNING COMMISSION

APPROVED BY THE CAMPBELL COUNTY PLANNING COMMISSION
THIS 14th DAY OF February, 2003

Robert J. O'Brien
CHAIRMAN OF THE PLANNING COMMISSION

ATTEST: Bonny J. Jitch
CLERK OF THE PLANNING COMMISSION

APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS

APPROVED FOR FILING BY THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS IN AND FOR THE COUNTY OF CAMPBELL, WYOMING,
THIS 18th DAY OF February, 2003

Craig J. Made
CHAIRMAN OF THE BOARD

Ray Edwards
MEMBER

Robert J. O'Brien
MEMBER

Donna J. Jitch
MEMBER

Donna J. Jitch
CLERK OF THE BOARD

STATE OF WYOMING
COUNTY OF CAMPBELL

I HEREBY CERTIFY THAT THE ABOVE PLAT WAS FILED FOR
RECORD IN MY OFFICE AT 4:28 O'CLOCK ON THE 19th
DAY OF February, 2003, AND RECORDED IN PLAT
BOOK NO. 7, PAGE NO. 159

Quinn J. Jitch
COUNTY CLERK
David Haskett
Deputy

FINAL PLAT

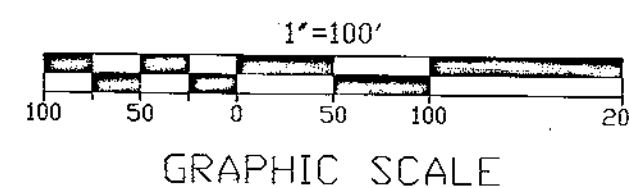
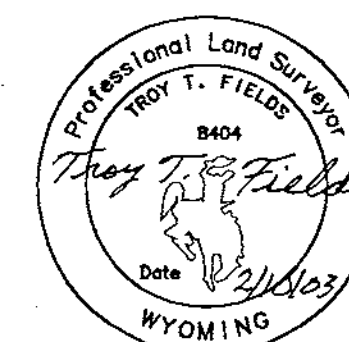
RESUBDIVISION OF LOT 1 OF
NETTLE CREEK ESTATES SUBDIVISION
PART OF THE NE1/4 SW 1/4 AND PART OF THE NW1/4 SE1/4,
OF SECTION 28, T50N, R73W, 6TH P.M., CAMPBELL COUNTY, WYOMING

PREPARED FOR:
STANLEY L. & CATHY A. LAWSON
22 NETTLE CREEK CT.
GILLETTE, WYOMING 82716

PREPARED BY:
STETSON
ENGINEERING, INC.
P.O. BOX 457
4901 SOUTH DOUGLAS HIGHWAY, SUITE 3
GILLETTE, WY 82717
(307) 682-8936

DRAWN BY: R. CALVERT DESIGN BY: T.T. FIELDS DWG NAME: RESUB
PROJ. NO.: 02-079 DATE: 12/23/2002 SCALE: 1"=100'

REV: _____
REV: _____
REV: _____



Book 7 Plats, Page 159 Folder 58

Book 1424 of Photos, page 557

718656

STATE OF WYOMING)
)
COUNTY OF CAMPBELL) ss.

TO THE PUBLIC

AMENDMENT TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
NETTLE CREEK LAND COMPANY PROPERTY

BE IT KNOWN BY ALL MEN:

That the undersigned are the owners of land which is within Campbell County, Wyoming and is more particularly described hereto in attached Exhibit "A".

WHEREAS, the owners desire to place certain protective covenants on the land for the betterment of the health, safety and welfare of the owners, residents and occupants of the land, and

WHEREAS, the owners desire to amend the Declaration of Covenants, Conditions and Restrictions, Nettle Creek Land Company Property of Public Record Book 1380 of Photos, page 135 in the office of the Campbell County Clerk.

NOW THEREFORE, the undersigned do hereby make the following declarations as to the limitations, restrictions, and uses to which the land may be put, hereby specifying that the declarations shall constitute covenants to run with all the land as provided by law that this declaration of restrictions is designed to keep and maintain the desirable, uniform, and suitable use and development of the land.

AMENDED WITH THE FOLLOWING ITEMS -

19. TRACT "A". Tract "A" defined as the Well Site in Nettle Creek Estates Subdivision shall be limited to the exclusive use for water well development, including but not limited to: development of existing well, necessary and prudent measures to insure development and proving well capacities, support structures for well completion, construction and maintenance of well and support structures. Tract "A" shall not be used for residential purposes.

NCL.140 57.97

(1)

20. RESTRICTIVE BUILDING AREA. The location of the primary homesite for Lot 2 of Nettle Creek Estates Subdivision shall be located north of a line generally described as follows:

A line starting at a point more particularly described as "STA 112+05 END EASEMENT" (per easement agreement between USWEST and Nettle Creek Land Company a recorded public document titled "EASEMENT", Book 1413 of Photos, Page 593), the line shall continue in a southerly direction bearing S12°10'W a distance of 250.22' to a point located on the most eastern side of a 20' private utility easement granted to Michael J. & Shirley A. Powers more particularly described in Instrument of Record Book 1380 of Photos, page 151, the line shall continue in a northwesterly direction "Bearing N71°05'W" thru a point located approximately 50' south of a survey lath located on the property and referenced with the letters "PCA" the line continues until it intersects the most western boundary of Lot 2 Nettle Creek Estates Subdivision.

The line described above is referenced on the subdivision plat on file with the Campbell County Clerk's Office.

A secondary homesite approximately 3 acres in size located in the most southwestern corner of Lot 2 of Nettle Creek Estates Subdivision may be secured in the future by the owner of Lot 2 of Nettle Creek Estates Subdivision providing the homesite meets all local, county, and state regulations. No portion of the homesite may be constructed at an elevation not to exceed 4876.00 feet above sea level.

21. ROADWAY MAINTENANCE AND STATUS. The public roadway known as Nettle Creek Court is maintained with a separate Roadway Maintenance Agreement. Other roadways with recorded easements either by separate agreement or are referenced on the Nettle Creek Estates Subdivision plat of record are known as private roadways and any maintenance or construction of such roadways are to be private agreements and are not covered within the Roadway Maintenance Agreement nor the covenants without proper amendments to the any of agreements.

Any additional roadways constructed in Nettle Creek Estates shall be private roadways and an agreement between users of such roadways shall be a separate agreement for maintenance of such roads.

NCL.140 57.97

(2)

22. IMPROVEMENT DISTRICT. The roadways in this agreement shall be maintained by the use of the road maintenance agreement. However, in the advent an IMPROVEMENT DISTRICT is formed then the owners of the Powers Tract South 21 acres, Powers Tract North 20 acres, and Nettle Creek Estates Lots 1 & 2 shall cooperate in the formation of such district and shall not take any action to resist the formation and operation of such a district. The parties further acknowledge that this Agreement may be used as a petition to create a local improvement district, as specified in section 15-6-203 W.S., 1977, and therefore constitutes a waiver of the LANDOWNER'S right to file protests and remonstrances as provided by section 15-6-202(d) and section 15-6-203, W.S., 1977.

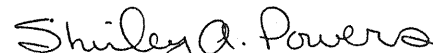
23. SEVERABILITY. If a court of competent jurisdiction invalidates any one of more of these declarations, its judgement or order shall not affect any other provisions of these declarations and shall remain in full force and affect.

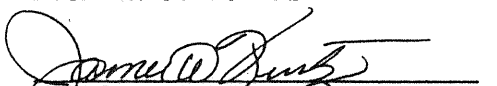
To the extent these declarations are inconsistent and formerly recorded covenants, the terms in these declarations shall control.

This AMENDED agreement shall run with the land described in this agreement and shall be binding on the parties's, their heirs, assigns, guests, invitees, tenants, and successors in interest.

Dated as of date the acknowledged signatures of the parties appear below.

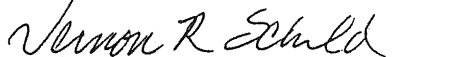

MICHAEL J. POWERS


SHIRLEY A. POWERS


JAMES D. KINTZ
Nettle Creek Land Co. Partner


PHILLIP J. KINTZ
Nettle Creek Land Co. Partner


GARY L. CARTER
Nettle Creek Land Co. Partner


VERNON R. SCHILD
Nettle Creek Land Co. Partner

Book 1424 of Photos, page 563

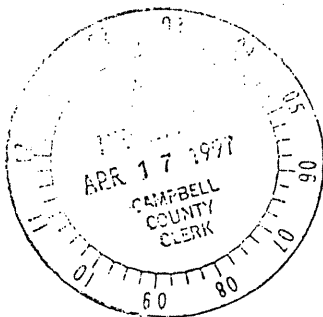
EXHIBIT "A"

A parcel of land in the County of Campbell, State of Wyoming, to-wit:

Township 50 north, R.73W. of the 6th p.m., Campbell County, Wyoming, Section 28: NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Subject to all easements, reservations, restrictions, and encumbrances of record excepting therefrom a tract of land located in the S $\frac{1}{2}$ of Section 28, T50N, R73W, of the sixth principal meridian, Campbell County, Wyoming, being more particularly described as follows:

Beginning at a point which is the center of section 28, a #5 rebar with aluminum cap; thence along the E-W center-line of section 28, N89°37'30" E, 20.00 ft.; Thence S 0°36'40"W, 240.00 feet; Thence S 89°35'03"W, 366 ft.; thence N 46° 33'10"W, 346.32 ft. to the E-W Center line of said section 28 thence along said line, N89°35'03"E, 600.00 ft. to the point of beginning; and containing 2.71 acres more or less, together with all improvements thereon. Subject to all covenants, reservations, restrictions and right of way of record.

STATE OF WYOMING } ss.
Campbell County
Filed for record this 17th day of April A.D., 19 97 at 2:34 o'clock p M. and recorded in Book 1424
of Photos on page 557-563 Fees \$ 18.00 718656
Susan Saunders RECORDED
County Clerk and Ex-Officio Register of Deeds ABSTRACTED
INDEXED
CHECKED By Deputy Sherrie Hackett



718657

ROAD MAINTENANCE AGREEMENT
FOR ROADWAYS LOCATED IN AND
SERVICING THE
NETTLE CREEK SUBDIVISION

This agreement is made this 1 day of April 1997,
between Nettle Creek Land Company, a Wyoming Partnership
whose partners include James D. Kintz, Vernon R. Schild,
Gary L. Carter, Phillip J. Kintz, and Robert J. Netteland,
whose address for purposes of this agreement is
P.O. Box 1328, Gillette, WY 82717-1328, and Michael J. Powers
and Shirley A. Powers, husband and wife whose address for
purposes of this agreement is 258 Cook Road, Gillette,
Wyoming, 82716.

WITNESSETH

For and in consideration of the mutual covenants herein
contained, the mutual promises set forth herein are to be
kept and performed by the parties.

LEGAL DESCRIPTION

The roadways contained in this agreement are located in
the following described real property located in Campbell
County, Wyoming, hereinafter call the LAND, to-wit:

A parcel of land located in the NE1/4SW1/4,
the SE1/4NW1/4 of Section 28, Township 50 North,
Range 73 West, 6th P.M., Campbell County, Wyoming.
More particularly described hereto attached exhibit
"A".

ROADWAY STATUS

Roadway Sections 1 & 2 have been dedicated to the public
by subdivision. Roadway Section 3 is a private access
easement. Roadway Sections 4 & 5 are private access
easements. These roadway sections are depicted on the
Roadway map attached hereto as Exhibit "B". The Roadway Map
hereinafter referred to as Exhibit "B" is a true and accurate
depiction of the roadways shown on the Nettle Creek Estates
Subdivision Plat recorded with the Campbell County Clerk's
office. Distances and additional dimensional information is
shown accurately on the recorded plat.

ROADWAY - SECTION ONE

Section One - In addition to being depicted on Exhibit
"B" attached hereto, Roadway Map Section one is described in
Exhibit "A" of the recorded document titled "EASEMENT
NCL.139 57.97 (1)

Book 1424 of Photos, page 563

EXHIBIT "A"

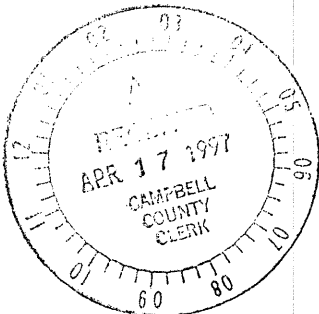
A parcel of land in the County of Campbell, State of Wyoming, to-wit:

Township 50 north, R.73W. of the 6th p.m., Campbell County, Wyoming, Section 28: NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Subject to all easements, reservations, restrictions, and encumbrances of record excepting therefrom a tract of land located in the S $\frac{1}{2}$ of Section 28, T50N, R73W, of the sixth principal meridian, Campbell County, Wyoming, being more particularly described as follows:

Beginning at a point which is the center of section 28, a #5 rebar with aluminum cap; thence along the E-W center-line of section 28, N89°37'30" E, 20.00 ft.; Thence S 0°36'40"W, 240.00 feet; Thence S 89°35'03"W, 366 ft.; thence N 46° 33'10"W, 346.32 ft. to the E-W Center line of said section 28 thence along said line, N89°35'03"E, 600.00 ft. to the point of beginning; and containing 2.71 acres more or less, together with all improvements thereon. Subject to all covenants, reservations, restrictions and right of way of record.

STATE OF WYOMING } ss.
Campbell County

Filed for record this 17th day of April A.D., 19 97 at 2:34 o'clock p. M. and recorded in Book 1424
of Photos on page 557-563 Fees \$ 18.00
Susan Saunders By Deputy Elaine Hackett 718656
County Clerk and Ex-Officio Register of Deeds
RECORDED
ABSTRACTED
INDEXED
CHECKED



Book 1424 of Photos, page 565

AGREEMENT FOR ACCESS AND RIGHT-OF-WAY", Book 1380 of Photos, pages 157-161 of public record and is shown on Roadway Map Exhibit "B". This easement is now a dedicated Public roadway. This portion of the dedicated public road hereinafter is referred to as Section 1 of the Roadway map attached hereto as Exhibit "B". The parties shall share in maintenance and construction costs in the following proportions:

Michael and Shirley Powers	50%
Powers Tract South 21 acres	
Powers Tract North 20 acres	
Nettle Creek Estates Lot 1	25%
Nettle Creek Estates Lot 2	25%

ROADWAY - SECTION TWO

Section two is that portion of said road beginning at a point intersecting with the most eastern edge of Section 1 of this agreement and to the northern most point of the USWEST easement referenced as STA 111+27 per easement agreement between USWEST and Nettle Creek Land Company a recorded public document titled "EASEMENT", Book 1413 of Photos, Page 593, hereinafter referred to as Section 2 of the Roadway map attached hereto as Exhibit "B". The parties shall share in maintenance and construction costs in the following proportions:

Nettle Creek Estates Lot 1	50%
Nettle Creek Estates Lot 2	50%

MAINTENANCE FUND

The parties agree to establish a maintenance fund for Sections 1 & 2 only. Section 3 shall be constructed and maintained solely by the owners of a particular piece of real property of Powers Tract North 20 acres more particularly described as Exhibit "D". Sections 4 and 5 shall be constructed and maintained solely by owners of Lots 1 & 2 of Nettle Creek Estates. Said fund to be maintained in an account at First National Bank, Gillette, Wyoming. The fund shall be managed by a mutually agreed designated by each of the parties hereto. Each party shall have one vote as follows:

Michael and Shirley Powers	1 vote
Nettle Creek Estates Lot 1	1 vote
Nettle Creek Estates Lot 2	1 vote

A unanimous decision by all parties must be established to elect the fund manager and the account depository. A fund manager shall be elected every 2 years on the anniversary of the date of this agreement. The fund manager shall be

NCL.139 57.97

(2)

responsible for tracking each lot owner's contribution and their proportional share of the expense. These records shall be maintained for inspection on a monthly basis. The fund manager upon a request for maintenance shall poll all lot owners and shall receive a unanimous decision prior to having the maintenance task performed.

The following parties shall pay a monthly fee as set forth hereinafter until such time as the balance of the account reaches \$ 2,000.00 as set forth below to said account. All payments to the fund shall be suspended until such time as the balance of the fund is below \$ 1,800.00.

Michael and Shirley Powers	\$ 10.00
Nettle Creek Estates Lot 1	\$ 10.00
Nettle Creek Estates Lot 2	\$ 10.00

The account and monthly fees will commence for each lot at time of sale of the lot. This will include the following three lots:

Nettle Creek Estates Lot 1
Nettle Creek Estates Lot 2
Michael and Shirley Powers
Powers Tract North 20 acres Exhibit "D"

If any of the lots are sold and the balance of lots have not been sold then the remaining owners of the unsold lots shall be responsible for their respective share of the maintenance expense and it shall be paid at time of notice of such expense. This period of allowance shall remain in effect for 1 year from the date of execution of this agreement. At that time the primary land holder of the lot shall commence with the payment schedule for sale of the lot contained in this agreement. Upon opening the account the first monthly payment is \$50.00 and the monthly fee as set forth in this agreement or amended agreement shall be in force.

The amount paid by each lot owner shall be credited and used for their proportional share of the expenses as noted for sections 1 & 2 of this agreement. The funds can not be allocated to pay for a section of the road in which the lot owner has no responsibility.

The monthly amount may be adjusted by unanimous consent of the owners to meet the needs of the account. The fund in said account shall be used to pay the cost of any road maintenance.

FENCING AND AUTO GATES

No fencing shall be constructed within nor across the roadway easement boundaries.

No Autogates (cattle guards) shall be installed in the roadway easement, without the express written permission of all parties having an interest in the roadway easement.

CONTINGENCY

COOK ROAD TO ACCESS ROAD MODIFICATION

The access from the Cook County Road may need to be modified at sometime in the future. The modification request must come from the Campbell County Engineer.

If routing of roadway herein described as Section 1 is changed the proportional amount of responsibility for maintenance shall remain consistent with the terms in this agreement and the existing agreements between Nettle Creek Land Company and Power's known as "Nettle Creek Land Company Amended Counteroffer dated April 30, 1996" shall be in effect for design and construction of such modification. The portion of the agreement referenced as "Attachment # C, Nettle Creek Land Company Amended Counteroffer April 19, 1996" containing modification requirements is attached as (See EXHIBIT "C"). Exhibit "C" is not a recorded document.

If the construction modifications are required by the Campbell County Engineer, Nettle Creek Land Company will accept the responsibility of the owners of Lots 1 & 2 of Nettle Creek Estates Subdivision until December 1, 1998 at such time the responsible parties will become the owners of Lots 1 & 2 of Nettle Creek Estates Subdivision and Michael & Shirley Powers and or their heirs, assigns and successor of interest in the lands more particularly described in Powers two tracts known as Tract South 21 acres and Tract North 20 acres more particularly described hereto as attached Exhibits "D & E".

A copy of the letter of agreement with the County Engineer, is an Instrument of record 1 May 1996 Book 1380 of Photos, page 149 and the public dedication "Nettle Creek Land Company to Public", Instrument of Record 1 May 1996 Book 1380 of Photos, page 145.

ROADWAY EXTENSIONS

Any extension of roadway herein described as Sections 3, 4, and 5 shall be a private roadways and will require separate agreement/s and shall have no bearing on this

NCL.139 57.97

(4)

agreement in part or in whole. This agreement merely describes the location of the sections and defines points of responsibility as known at the time of this agreement.

Roadway extensions may be constructed by owners of the property being serviced or other interested parties sharing a common interest. Any costs associated with construction or maintenance shall be at the interested parties sole expense. The maintenance fund described in this agreement can only be used for Sections 1 & 2 and can not be used for construction nor maintenance of other Sections without a written modification to this agreement, signed by all parties having a vested interest in maintenance fund.

ROADWAY - SECTION THREE

Section three is more particularly described as Exhibit "A" of the recorded document titled "EASEMENT AGREEMENT FOR ACCESS AND RIGHT-OF-WAY", Book 1380 of Photos, pages 157-161 of public record and is shown on Roadway Map Exhibit "B". This private access easement hereinafter is referred to as Section 3 of Roadway Map attached hereto as Exhibit "B".

Michael and Shirley Powers 100%
Powers Tract North 20 acres

ROAD CONSTRUCTION & CONDITIONS
FOR SECTIONS 4 & 5

Section 4 - Description

Any extension by the owners of Lots 1 & 2 of Nettle Creek Estates Subdivision of the access road beyond the point northern most point of the USWEST easement STA 111+27 per easement agreement between USWEST and Nettle Creek Land Company a recorded public document titled "EASEMENT", Book 1413 of Photos, Page 593, following the existing Cook Road Water District pipeline easement to a point where it intersects the property line between Cook Road Water District's Tank Site and Nettle Creek Land Company and is shown as Roadway Map Exhibit "B". This private access easement hereinafter is referred to as Section 4 of Roadway Map attached hereto as Exhibit "B".

Section 5 - Description

The road shall be defined as the point twenty feet south of existing cattle guard separating Cook Road Water District and Burlington Northern Railroad Company property and following the existing Cook Road Water District pipeline easement to a point where it intersects the property line between Cook Road Water District's Tank Site and Nettle Creek

NCL.139 57.97

(5)

Land Company and is shown as Roadway Map Exhibit "B". This private access easement hereinafter is referred to as Section 5 of Roadway Map attached hereto as Exhibit "B".

The cost and maintenance of Sections 4 & 5 shall be at expense of the owners of Lots 1 & 2 of Nettle Creek Estates Subdivision of the road extension. The minimum road standard shall have a 30' road top and shall have a scoria gravel for all weather travel. Any other road surface may be used however, the alternate surface shall be mutually agreed upon by the owners of Lots 1 & 2 of Nettle Creek Estates Subdivision of the road. If the owners of Lots 1 & 2 of Nettle Creek Estates Subdivision desire to install a privacy gate constructed of material other than simple wire, then the owners of Lots 1 & 2 of Nettle Creek Estates Subdivision or other interested parties shall bear the expense of construction. Any privacy gate construction shall be in accordance with the recorded Burlington Northern Railroad Company road access agreement with owners of Lots 1 & 2 of Nettle Creek Estates.

PROVISION FOR SECTIONS 4 & 5

A special provision for Roadway Completion in Sections 4 & 5 has been made and is as follows:

- The road can be completed within the next 5 years (from time of execution of notice of "option to purchase" or the date of recording of the warranty deed, whichever occurs first) with the understanding the cost shall be split 50 percent by the initial purchaser (person/s buying the Lot from Nettle Creek Land Company) of Lot 1 of Nettle Creek Estates Subdivision or their assignee and 50 percent by the initial purchaser (person/s buying the Lot from Nettle Creek Land Company) of Lot 2 of Nettle Creek Estates Subdivision or their assignee. Type of construction is defined above. If the road is not completed within the 5 year period described herein, then any completion may be by a property owner having a deeded interest in the road easement and may construct and maintain the roadway at their sole expense.

AMENDMENT

This agreement may be amended or altered at any time upon the written approval of all Lot owners.

This agreement shall run with the land described in this agreement and shall be binding on the parties's, heirs, assigns, and successors in interest.

Dated as of date the acknowledged signatures of the parties appear below.

Michael J. Powers
MICHAEL J. POWERS

Shirley A. Powers
SHIRLEY A. POWERS

James D. Kintz
JAMES D. KINTZ
Nettle Creek Land Co. Partner

Phillip J. Kintz
PHILLIP J. KINTZ
Nettle Creek Land Co. Partner

Gary L. Carter
GARY L. CARTER
Nettle Creek Land Co. Partner

Vernon R. Schild
VERNON R. SCHILD
Nettle Creek Land Co. Partner

James D. Kintz Attorney in fact for
Robert J. Netteland
JAMES D. KINTZ Attorney in fact for
ROBERT J. NETTELAND
Nettle Creek Land Co. Partner

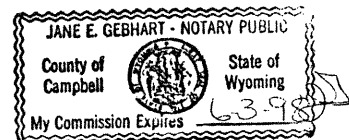
STATE OF WYOMING)
 : ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by
Michael J. Powers and Shirley A. Powers, husband and wife,
this 1 day of April, 1997.

Witness my hand and official seal.

Jane E. Gebhart
Notary Public

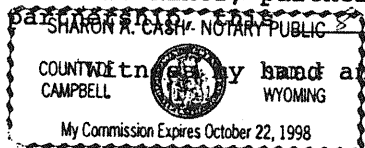
My commission expires: June 3, 1998



Book 1424 of Photos, page 571

STATE OF WYOMING)
 : ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by
James D. Kintz, partner of Nettle Creek Land Company, a
partnership, this 8 day of April, 1997.



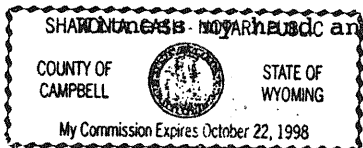
Witness my hand and official seal.

Sharon A. Cash
Notary Public

My commission expires: 10/22/98

STATE OF WYOMING)
 : ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by
Phillip J. Kintz, partner of Nettle Creek Land Company, a
partnership, this 8 day of April, 1997.



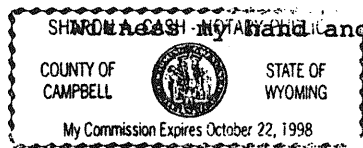
Witness my hand and official seal.

Sharon A. Cash
Notary Public

My commission expires: 10/22/98

STATE OF WYOMING)
 : ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by
Vernon R. Schild, partner of Nettle Creek Land Company, a
partnership, this 8 day of April, 1997.



Witness my hand and official seal.

Sharon A. Cash
Notary Public

My commission expires: 10/22/98

NCL.139 57.97

(8)

STATE OF WYOMING)
: ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Gary L. Carter, partner of Nettle Creek Land Company, a partnership, this 8 day of April, 1997.

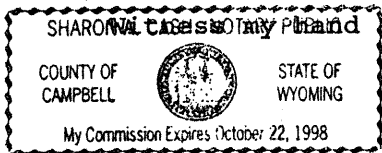


Sharon A. Cash
Notary Public

My commission expires: 10/22/98

STATE OF WYOMING)
: ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by James D. Kintz for Robert J. Netteland, partner of Nettle Creek Land Company, a partnership, this 8 day of April, 1997.



Sharon A. Cash
Notary Public

My commission expires: 10/22/98

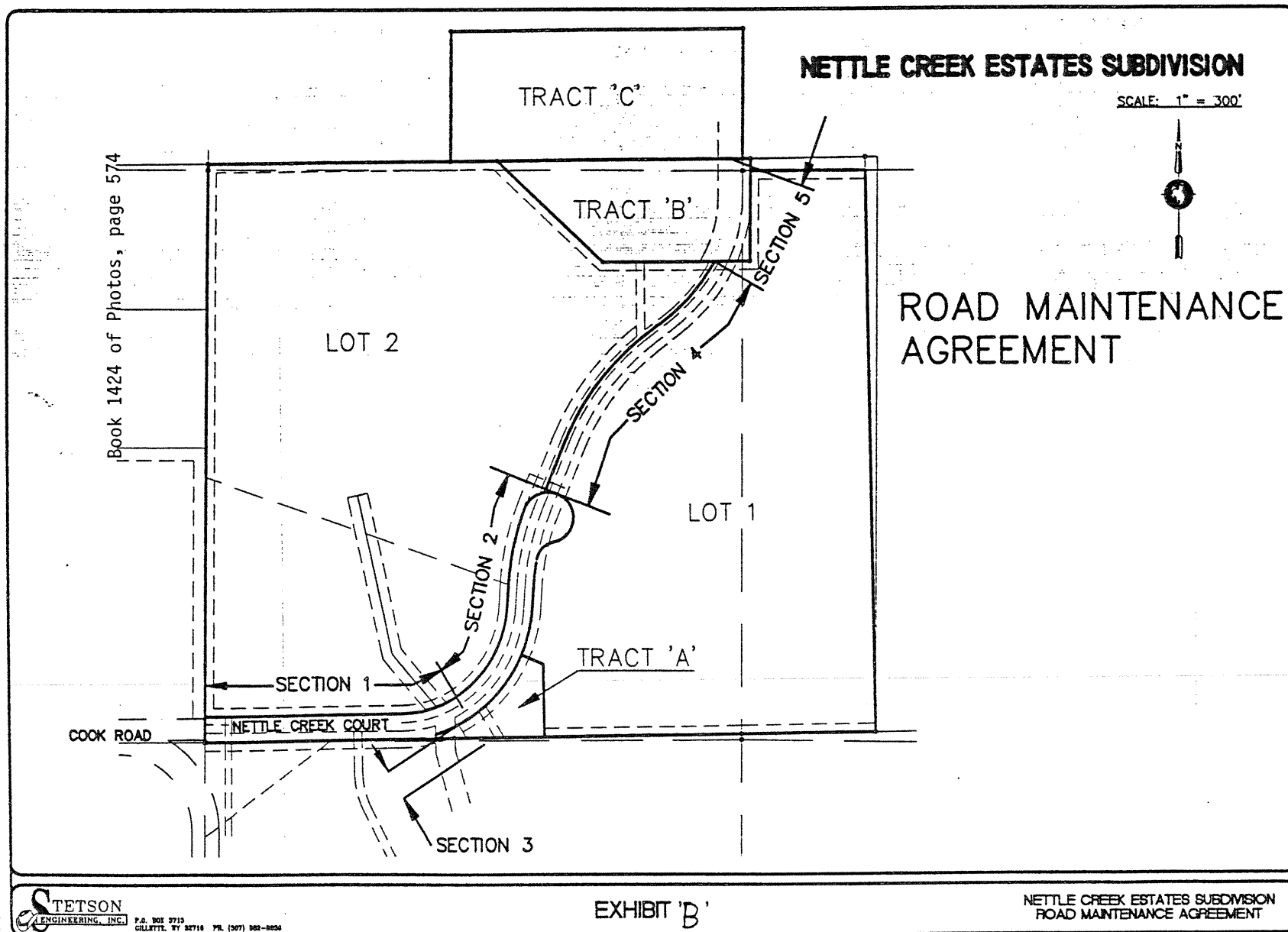
EXHIBIT "A"

Book 1424 of Photos, page 573
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NE1/4 SW1/4, PART OF THE W1/2 W1/2 NW1/4 SE1/4, PART OF THE SE1/4 NW1/4, AND PART OF THE SW1/4 NE1/4, OF SECTION 28, T50N, R73W, 6TH. P.M., CAMPBELL COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH-SOUTH CENTERLINE OF SECTION 28, AT AN UNMARKED 1-1/2" ALUMINUM CAP; WHICH POINT OF BEGINNING BEARS N00°36'11"E, 1359.39 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 28;
THENCE N89°27'52"E, A DISTANCE OF 329.43 TO A POINT;
THENCE N00°44'34"W, A DISTANCE OF 1358.32 FEET TO A POINT;
THENCE S89°38'11"W, A DISTANCE OF 279.45 FEET TO THE NORTHEAST CORNER OF THE COOK ROAD WATER DISTRICT TRACT, AT A 1-1/2" ALUMINUM CAP MARKED PE&LS 521;
THENCE S00°36'40"W, A DISTANCE OF 240.00 FEET TO THE SOUTHEAST CORNER OF THE COOK ROAD WATER DISTRICT TRACT, AT A 1-1/2" ALUMINUM CAP MARKED PE&LS 521;
THENCE S89°35'04"W, A DISTANCE OF 366.00 FEET TO THE SOUTHWEST CORNER OF THE COOK ROAD WATER DISTRICT TRACT, AT A 1-1/2" ALUMINUM CAP MARKED PE&LS 521;
HENCE N46°33'10"W, A DISTANCE OF 346.32 FEET TO THE NORTHWEST CORNER OF THE COOK ROAD WATER DISTRICT TRACT, AT A 1-1/2" ALUMINUM CAP MARKED PE&LS 521;
THENCE S89°34'55"W, ALONG THE SOUTH BOUNDARY OF THE BNRR RADIO TOWER TRACT A DISTANCE OF 115.72 FEET TO AN ALUMINUM CAP MARKING THE SW CORNER OF SAID BNRR RADIO TOWER TRACT;
THENCE S89°33'08"W, A DISTANCE OF 602.46 FEET TO AN UNMARKED 1-1/2" ALUMINUM CAP ON THE EAST BOUNDARY OF LOMAS PINTADAS ESTATES SUBDIVISION;
THENCE S00°39'49"W, A DISTANCE OF 1310.77 FEET TO THE SOUTH EAST CORNER OF LOT 4 OF CUADRO PINTADOS SUBDIVISION;
THENCE S00°34'42"W, A DISTANCE OF 50.02 FEET, TO AN UNMARKED 1-1/2" ALUMINUM CAP;
THENCE S00°41'29"W, A DISTANCE OF 7.10 FEET, TO THE SW 1/16 CORNER OF SECTION 28, A 2' PLASTIC CAP MARKED LS4769, WHICH POINT BEARS N44°29'02"E, 1912.17 FEET FROM THE CORNER OF SECTIONS 28/29/32/33;
THENCE N89°12'21"E, A DISTANCE OF 1321.67 FEET, TO THE POINT OF BEGINNING;

AND CONTAINING 48.4 ACRES, MORE OR LESS.



MEMORANDUM

TO: Mr. Richard Doyle, Doyle Land Surveying

CC: Clark Melinkovich, Tony Knievel, Eric Acton, Sunshine Real Properties LLC

FROM: Sam Proffer, Planner and Zoning Administrator

DATE: September 28, 2021

SUBJECT: Nettle Creek Ct. Minor Subdivision / Case #21.02.COMP

Mr. Doyle:

Staff has completed the internal review of the Nettle Creek Minor Subdivision application received in our office on September 9th, 2021. Please see the comments/corrections noted below.

- The parcel shown in this survey is .9 acres smaller than the original Lot 2 in the Nettle Creek Estates Subdivision. Explain why and how the corners found, and distances do not match those of record.
- Show a distance along the west boundary of Lot 2A
- If the Northwest corner of Lot 2A is a Sixteenth Corner, provide a description and show the Corner Recordation to be filed. (The property to the north may encroach, or be encroached upon)
- The site plan and the plat don't match up for all the bearings and distances
- The 50' Drainage easement needs a tie and bearings/distances for the easement
- Possible "no-build" buffer for existing well (Reference attached comments from Campbell County Fire Department.)
- Label easement on the east boundary of Lot 2A
- Dedication section has ownership under multiple names
- Notary acknowledgement label is illegible
- Provide acknowledgement from Cook Road Water District verifying capacity and ability to service the new lot.
- Provide location of water tap installation stub-out on the plat.

Minor Subdivision Improvements: Chapter 6 Section 6.9(e) requires compliance with Section 7 'Subdivision Design Standards'. The following items must be addressed:

- Chapter 6 Section 7.2(d)(i-v) regulations require road culverts to meet the 25-year rain event. Existing culvert at this site was sized for a 10-year event and must be upgraded accordingly. Drainage reports are on file at our office for review and use.
- Chapter 6 Section 7.5(d)(i) regulations requires that roadways to each lot must be 22' minimum width. Existing road does not meet this minimum. Reference Appendix 10 (attached) for minimum road design standards. Also reference attached Campbell County Fire Department

500 S. Gillette Avenue, Suite 1400, Gillette, WY 82716 • 307-685-8061 • Planning 307-682-1970 • Solid Waste/Recycle 307-682-9499

Access comments. Information on road construction permitting can be obtained from our office by contacting Senior County Engineer Clark Melinkovich at 685-8061.

- Chapter 6 Section 8.2 Subdivision Improvements Agreement and Guarantee for infrastructure improvements required—See Appendix 15 (attached) for details.
- Chapter 6 Section 8.3 Association or District for Subdivision Maintenance required. Provide verification of an Improvements and Service District or Homeowners Association as applicable demonstrating agreement to maintain improvements.

Please call or email with comments and/or questions.

Thank you,
Sam Proffer

Enclosures: Appendix 10, Appendix 15, CCFD Plan Review dated 9/16/2021



Campbell County Fire Department

Jeff Bender
Fire Chief

J.R. Fox
Deputy Fire Chief

Eric Acton
Fire Marshal

Plan Review

Date: September 16, 2021
Location: Nettle Creek Estates Subdivision, Lots 2A & 2B
Project: Final Plat

CCFD has conducted a review of the above project in accordance with 2018 International Fire Code (IFC), as adopted. CCFD has the following comments:

Existing well

One well (49-005-40938) exists within the proposed development boundaries. Wyoming Oil and Gas Conservation Commission (WOGCC) records indicate the well was installed in 2000 at -105.6442, 44.28087 and currently has the status of "notice of intent to plug and abandon" (see enclosure). Until it is plugged and abandoned, it may limit development. After completion of abandonment, it may affect grading or building foundation placement. (IFC 5706.3)

- *Show the well location and status on the plat.*

Premises identification

Permanent address markers are required for each building, and preferably for each lot. Addresses shall be visible from the street or driveway sign on which they're addressed. (IFC 505.1, as amended)

Access

Upon development, provide and maintain all-weather access to all lots for firefighting. (IFC 3310.1)

Fire apparatus access roads:

- *are required to be installed and made serviceable prior to and during the time of building construction and maintained thereafter. (IFC 501.4)*
- *shall have an unobstructed width of not less than 20' (26' for aerial apparatus access), and an unobstructed vertical clearance of not less than 13'-6". (IFC 503.2.1)*
- *shall be designed and maintained to support 81,000 fire apparatus and shall be surfaced so as to provide all-weather driving capabilities. (IFC 503.2.3)*
- *shall be provided with an approved turnaround when the dead-end length exceeds 150'. (IFC D103.4)*

Water supply

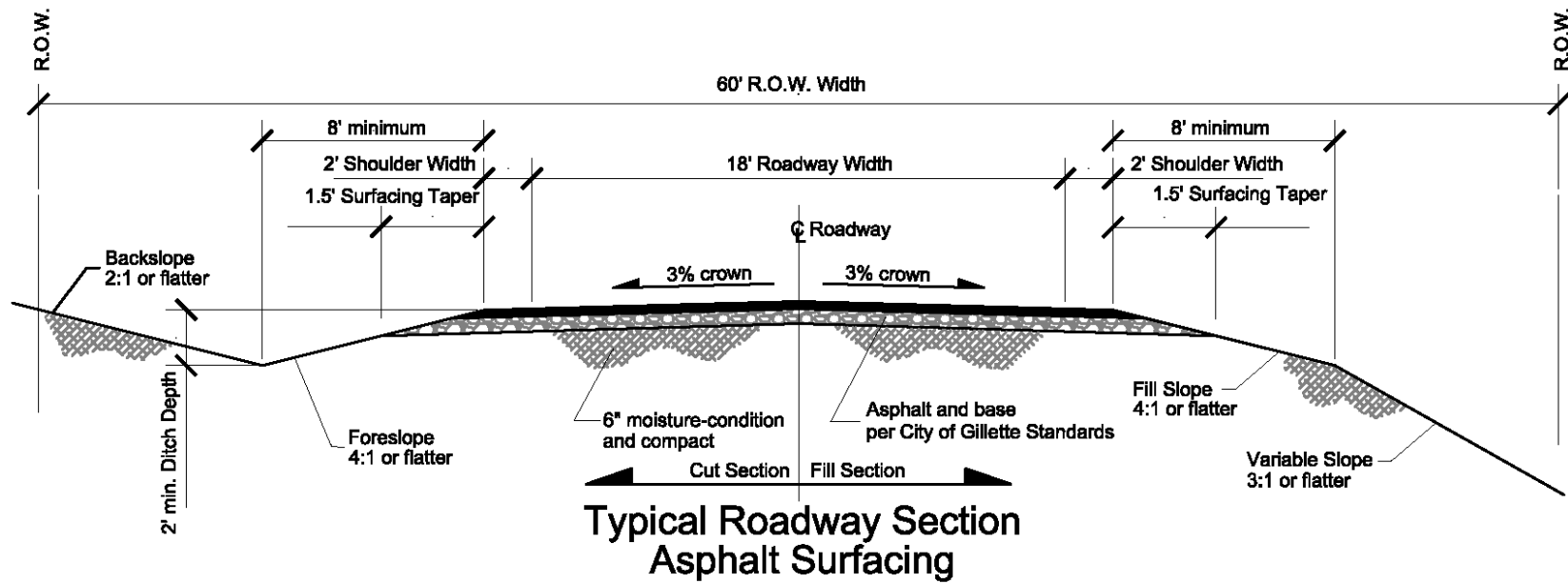
Upon development, I highly recommend the installation of hydrants for fire protection.

Please feel free to contact me with any questions.

Eric Acton
Fire Marshal
Encl: NCES well.pdf
Cc: CCDPW. File

"To provide Excellence in all Interactions through Professionalism"

106 Rohan Ave. Gillette WY 82716
(p) 307-682-5319 | f) 307-686-2222
www.ccfire.us



Design Standards for Paved Rural Local Roadways					
	Design Variable	Value		Design Variable	Value
Geometric	Design Speed ¹	30 MPH (20 MPH School Zn.)	Cross Sectional	Crown ⁵	3% minimum
	Horizontal Curvature ²	AASHTO Chapter 3		Superelevation ⁵	4% maximum rate Use modified runoff (AP-26)
	Vertical Curvature ²	AASHTO Chapter 3		Vertical Clearance	Grade Sep. ³ 16.5' min.
	Sight Distance ²	AASHTO Manual			Power Line ^{5,6} 24' min.
	Longitudinal Grade ⁵	8% max unless approved			Railroad Sep. ⁷ RR Authority
Cross Sectional	Roadway Width ²	AASHTO Chapter 5 (18' min.)	Drainage	Surfacing Design ⁵	6" Uniformly Graded Agg. or Scoria Base over 6" MDC
	Shoulder Width ²	AASHTO Chapter 5 (2' min.)		Min. Culvert Size ⁵	12" diameter
	Surfacing Taper ⁵	1.5' minimum taper length	Hydrologic Design ⁵	Required? ⁵	No
	Fill/Fore Slope ⁵	4:1 steepest 2' min. ditch/fill height		Specifications ⁸	AASHTO
	Backslope ⁵	2:1 steepest	Bridge Design	Review Require ⁸	WYDOT Review/Approve
	Snow Study ⁵	Not Required		Bridge Loading ³	AASHTO HL93
	Signage ¹⁰	WTDOT/MUTCD Standards	Right of Way	Bridge Width ³	26' minimum
				Width Required ¹¹	60' min.

¹ Per W.S. 31-5-301

² AASHTO A Policy on Geometric Design of Highways and Streets, Latest Edition

³ AASHTO Design Guide for non-NHS State Highways, 2008

⁴ AASHTO Roadside Design Guide, Latest Edition

⁵ Campbell County Requirement

⁶ W.S. 37-3-303 with Campbell County additions

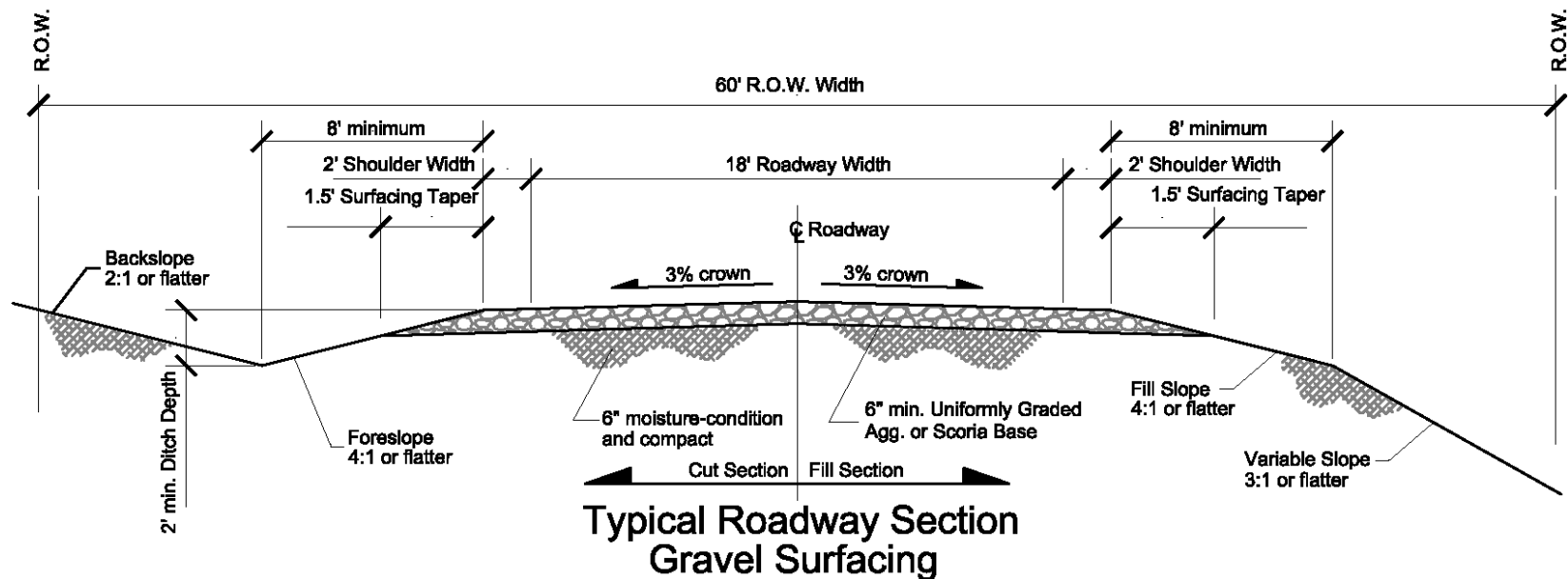
⁷ Local RR Authority to set clearance

⁸ AASHTO Standard Specification for Highway Bridges, Latest Edition

⁹ Per W.S. 24-2-106

¹⁰ AASHTO Manual on Uniform Traffic Control Devices (MUTCD), Latest Edition

¹¹ Campbell County Road Plan



Design Standards for Gravel Subdivision (Rural Local) Roadways					
	Design Variable	Value		Design Variable	Value
Geometric	Design Speed ¹	30 MPH (20 MPH School Zn.)	Cross Sectional	Crown ⁵	3% minimum
	Horizontal Curvature ²	AASHTO Chapter 3		Superelevation ⁵	4% maximum rate Use modified runoff (AP-26)
	Vertical Curvature ²	AASHTO Chapter 3		Vertical Clearance	Grade Sep. ⁴ 16.5' min. Power Line ^{6a} 24' min. Railroad Sep. ⁷ RR Authority
	Sight Distance ²	AASHTO Manual			6" Uniformly Graded Agg. or Scoria Base over 6" MDC
	Longitudinal Grade ⁵	8% max unless approved	Drainage	Surfacing Design ⁵	6" Uniformly Graded Agg. or Scoria Base over 6" MDC
Cross Sectional	Roadway Width ²	AASHTO Chapter 5 (18' min.)		Min. Culvert Size ⁵	12" diameter
	Shoulder Width ²	AASHTO Chapter 5 (2' min.)		Hydrologic Design ⁵	10 yr-24 hour design
	Surfacing Taper ⁵	1.5' minimum taper length		Geotechnical	Required? ⁵ No
	Fill/Fore Slope ⁵	4:1 steepest 2' min. ditch/fill height		Bridge Design	Specifications ⁸ AASHTO
	Backslope ⁵	2:1 steepest		Review Require ⁹	WYDOT Review/Approve
Signage	Snow Study ⁵	Not Required	Right of Way	Bridge Loading ³	AASHTO HL93
	Signage ¹⁰	WTDOT/MUTCD Standards		Bridge Width ³	26' minimum
				Width Required ¹¹	60' min.

¹ Per W.S. 31-5-301

² AASHTO A Policy on Geometric Design of Highways and Streets, Latest Edition

³ AASHTO Design Guide for non-NHS State Highways, 2008

⁴ AASHTO Roadside Design Guide, Latest Edition

⁵ Campbell County Requirement

⁶ W.S. 37-3-303 with Campbell County additions

⁷ Local RR Authority to set clearance

⁸ AASHTO Standard Specification for Highway Bridges, Latest Edition

⁹ Per W.S. 24-2-106

¹⁰ AASHTO Manual on Uniform Traffic Control Devices (MUTCD), Latest Edition

¹¹ Campbell County Road Plan

APPENDIX 15: SUBDIVISION IMPROVEMENTS AGREEMENT

AGREEMENT RELATING TO COMPLETION OF IMPROVEMENTS IN THE SUBDIVISION

THIS AGREEMENT, entered into as of the _____ day of _____, 20____, by and between the BOARD OF CAMPBELL COUNTY COMMISSIONERS, CAMPBELL COUNTY, WYOMING (hereinafter called "County"), and _____ (hereinafter called "Subdivider").

WITNESSETH:

1. That the Subdivider has submitted to the County for approval an application for a subdivision permit and a subdivision plat of the _____ Subdivision; and
2. That certain improvements are required by the Campbell County Subdivision Regulations, (hereinafter called "regulations"), to be installed by the Subdivider; and
3. That the Subdivider is required by the regulations to install or guarantee the installation of all required public improvements according to plans and specifications approved by the Applicable Director and the Wyoming Department of Environmental Quality prior to approval of the subdivision plat; and
4. That the amount of the guarantee is based on an estimate made by the Applicable Director and is in an amount not less than 125% of the estimated cost of all required public improvements remaining to be installed and approved; and
5. That the Subdivider has furnished to the County a guarantee of the proper installation of public improvements in the following form: An Irrevocable Letter of Credit, Number _____ from the _____ in the amount of dollars (\$ _____). That the expiration date of the Letter of Credit is no less than 120 days after the date of completion of the improvements as specified herein.

NOW THEREFORE, the parties do mutually agree as follows:

1. All public improvements shall be designated on Exhibit "A" to this contract, attached hereto and incorporated herein by this reference, and being a list of the required improvements and Engineer's estimate of construction costs as approved by the Applicable Director, shall be constructed and completed by the Subdivider according to the plans and specifications prepared by _____, and approved by and recognized as paid for by the Applicable Director as hereinafter provided.
2. All improvements designated on Exhibit "A" shall be installed, constructed, completed and paid for by the Subdivider within _____ (____) months of the date hereof. All construction shall be performed in a good and workmanlike manner in accordance with all applicable County and State Standards, rules and regulations governing such construction.
3. The subdivider shall inform the Applicable Director at least once a month as to the progress of construction, shall give written notice to the Applicable Director of completion of improvements or categories thereof and shall cooperate in the reasonable inspection of improvements by the Applicable Director.

4. Within 21 days after receipt of the above notice of completion, the Applicable Director shall inspect the improvements to which the notice of completion applies and, within 21 days after receipt, give the Subdivider either written notice of approval or written notice of disapproval and corrective action required. Upon completion of corrective action, then notice, inspection and approval or disapproval of the same shall be required in a like manner as above. Written notice of approval of the Applicable Director of an improvement or corrective action, or failure of the Applicable Director to inspect, approve or disapprove the same within 21 business days from receipt of the compliance notice, shall constitute approval by the Board of Campbell County Commissioners of the completed improvements or corrective action under the terms of this agreement.
5. The estimated cost of constructing the public improvements is agreed to be that set forth in Exhibit "A". The Irrevocable Letter of Credit, Number _____ from the _____ in the amount of _____ dollars (\$ _____) is to guarantee that the funds are available for the completion of the public improvements described in Exhibit "A". Upon completion of all public improvements and approval of the public improvements by the Applicable Director, this agreement shall become null and void and of no force and effect in which event the Irrevocable Letter of Credit shall be returned to the Subdivider.

If the improvements are not completed and approved on or before the end of the contract period, then the County shall take action necessary to obtain funds from the Irrevocable Letter of Credit to complete the described improvements and to recover the cost thereof including the administrative costs incurred as a result of the failure of timely completion.

In the event the amount of the Irrevocable Letter of Credit is not sufficient to complete the improvements as designated in Exhibit "A" to the approval of the Applicable Director then the Subdivider shall be liable for any such insufficiency. In the event the County does bring legal action to enforce such liability, then, it shall be entitled to all its cost of suit and reasonable attorney fees. The liability of the institution issuing the Irrevocable Letter of Credit shall not exceed the face amount thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate each of which is deemed an original, as to the date first above written.

BOARD OF COUNTY COMMISSIONERS

ATTEST: _____ Chairman
_____ County Clerk

SUBDIVIDER:

(Corporate seal and notary) _____

STATE OF WYOMING)
) ss.

COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by _____,
this ____ day of _____, 20__.

Witness my hand and official seal.

_____ Notary Public

My Commission Expires:

STATE OF WYOMING)

) ss.

COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by _____,
this _____ day of _____, 20 ____.

Witness my hand and official seal.

_____ Notary Public

My Commission Expires:

Sam G. Proffer

From: Clark M. Melinkovich
Sent: Thursday, September 23, 2021 12:22 PM
To: Sam G. Proffer
Subject: Nettle Creek review

Sam, I offer the following related to the current engineering reporting and subdivision infrastructure requirements:

Soils report- this is required for minor subdivisions. There was a soils report completed in 1978 and one in 1997 along with percolation tests in 1997. This report appears to adequately meet the current subdivision regs. There is no response letter from the conservation district, therefore it should be sent to them for their review.

Drainage report- required for minor subdivision. There are 2 drainage reports in the subdivision file that appear to adequately meet the current subdivision regs with 1 exception. The 1978 report calls for a 50"x31" culvert to accommodate the 100 year event and the 1997 report calls for an 18" culvert to meet the 10 year event. There is an 18" culvert in the road. Current subdivision regs require road culverts to meet the 25 year event, therefore a different culvert would need to be designed and installed.

Sewer Report: required for minor subdivisions. Between the 4 drainage reports completed for this area, the percolation tests, and the fact that the proposed subdivision is relatively far from city sewer, this adequately meets the current subdivision regs for a sewer report.

Water: It is required to provide water or address well options through reports for minor subdivisions. If the proposed water source is Cook road water district, a letter from the district stating that they have adequate capacity for an additional lot and are willing to grant a water tap will be required.

Roads: For minor subdivisions, access via a road is required for each lot. The existing road does not meet current subdivision design standards. Requirements include 22ft top width of gravel with 2 feet deep ditches on 4:1 slopes (see appendix 10). Road design by a consulting engineer and permitting with the County, construction including materials testing and inspection by the consulting engineer, and as- constructed road drawings submitted to the County will be required to meet current subdivision regulations.

If you have any questions regarding this, let me know.

Clark Melinkovich PE

500 South Gillette Ave. Suite 1400
Gillette, WY 82716 (307)685-8061

Sam G. Proffer

From: Anthony L. Knievel
Sent: Thursday, September 23, 2021 1:47 PM
To: Sam G. Proffer
Subject: Nettle Creek Resub Surveyor's Comments

Nettle Creek Resubdivision Survey Comments:

- The parcel shown in this survey is .9 acres smaller than the original Lot 2 in the Nettle Creek Estates Subdivision. Explain why and how the corners found, and distances do not match those of record.
- Show a distance along the west boundary of Lot 2A
- If the Northwest corner of Lot 2A is a Sixteenth Corner, provide a description and show the Corner Recordation to be filed. (The property to the north may encroach, or be encroached upon)
- The site plan and the plat don't match up for all the bearings and distances
- The 50' Drainage easement needs a tie and bearings/distances for the easement
- Possible "no-build" buffer for existing well
- Label easement on the east boundary of Lot 2A

Tony Knievel, P.L.S.

Chief Surveyor

Campbell County Public Works



Ph: 307-685-8061 Ext. 6350

Doyle Surveying, Inc.

801 EAST 4TH ST ~ STE 15 ~ GILLETTE, WY 82716
Phone 307-686-2410

October 6, 2021

Campbell County Public Works
510 S Gillette Ave
Gillette, WY 82716

ATTENTION: Sam Proffer

RE: Resubdivision Lot 2, Nettle Creek Estates

This letter is being written as a response to your memo dated 9/31/21 regarding the above referenced project. This resubdivision was submitted under advisement from the previous Planning Director, Megan Nelms. Prior to submittal it was discussed with the Planning Department by the landowner, Scott Brady with Sunshine Real Properties, LLC. The owners intention is to build a residence on the North half of the lot and to split off the South 10 Acres as an individual lot. Since the net result would be to only increase the three lot subdivision by one lot, there would be a simple resubdivision with no need for reports, engineering studies or upgrading the existing infrastructure.

The owner contacted me about providing the surveying and to prepare the plat. Prior to beginning, I put in a call to the Planning Director to confirm that this is how the split of the lot was to proceed and with that in mind, that is how the plat was prepared and submitted.

The original subdivision was approved and filed in 1997. All of the requirements were completed and the subdivision acceptable as of that date. This is a resubdivision of an existing, approved subdivision, not a new subdivision, The new standards should not apply. It is unreasonable to think that a resub of a single lot should create and entire redo of the improvements to update standards because it is impossible to understand the reality of how this could be completed. This is putting a totally undoable onerous onto the landowner. The landowner does not own the road or the culverts, they are owned collectively by all of the landowners and arguably by the County. He does not have the right, on his own, to alter them in any manner. He cannot, individually, shut down access and cannot work in the right of way that he does not own. How could he get insurance to cover the work on land that is not his? As far as the bonding for the improvements, the landowner does not own the area where the work is to be completed and therefore a bond would need to be issued to all of the lot owners in the subdivision and the County. It might be able to be done if there was a working HOA, but why would they want to be involved in the funding of the improvements. It is not like a regular, new, subdivision where the developer owns everything, can borrow against the land, and complete the work on his own. If there is no operative HOA, how can our landowner force the neighbors to be involved? It cannot be done and it is totally impractical to understand how these requirements could be met.

Your most recent memo does not hold with what was agreed upon with your predecessor. The last four bullet items in the memo need to be either removed or a variance needs to be acknowledged that these items were not required. We have provided countless similar resubdivisions for properties in the county and know of no instances where improvements were required to be completed to current standards. Treating any resubdivision like a new subdivision and forcing all development to be brought up to updated standards would set a new precedent that make it difficult if not impossible for them to be completed and ultimately limiting growth in the County. This should not be the goal of the Planning Department.

Respectfully submitted;

Richard T. Doyle
DOYLE SURVEYING, INC.

4.3 Variances

- (a) The applicant may request a variance from the design standards and infrastructure requirements of Section 7, Subdivision Design Standards. The Board may approve a variance when it finds that all of the following conditions are met:
 - (i) The variance will not be detrimental to the public health, safety or general welfare or injurious to other adjoining properties.
 - (ii) Due to the physical surroundings, shape or topographical conditions of the property involved, strict compliance with the regulations will impose an undue hardship on the owner. Undue hardship does not include personal or financial hardship, or any hardship that is self-imposed.
 - (iii) Any variance granted shall constitute the minimum adjustment necessary to alleviate the hardship.
 - (iv) The variance will not cause a substantial increase in public costs, now or in the future.
 - (v) The variance will not result in a subdivision that conflicts with any adopted Comprehensive Plan, Land Use Map or Zoning Regulations.
 - (vi) The variance is consistent with the surrounding community character of the area.
 - (vii) The variance is consistent with the intent and purposes of this Chapter.
- (b) All requests for variances shall be submitted in writing and will be referred to the Commission for comment and recommendations prior to any action being taken by the Board. The findings and actions of the Board with respect to each variance request shall be stated in writing in the minutes of the Board and a copy thereof provided to the Department. In granting approval, the Board may require such conditions which will ensure substantial compliance with the objectives and standards of these regulations
- (c) An application for a variance shall be submitted after the application and plat, if required, for which the variance is sought has been reviewed and acted upon by the Commission. The provisions of any variance granted by the Board shall be incorporated into the subdivision plat or relevant document.

6.9 Minor Subdivisions

The following additional requirements apply to Minor Subdivisions:

- (a) The Minor Subdivision process may be utilized for subdivisions consisting of 5 parcels or less, all greater than 5 acres in size, provided the Department finds that there are no grounds to consider the subdivision a Major Subdivision.
- (b) The Minor Subdivision process may not be utilized if the parcel proposed for Subdivision is adjacent, or in close proximity, to a previously platted Minor Subdivision developed by the same owner or Associated Entities. Instead, the subdivision shall be processed as a Major Subdivision.
- (c) All Minor Subdivision Final Plat applications shall include all information as required by Appendix 2, Plat and Application Requirements Checklist.
- (d) The Minor Subdivision Final Plat and all of the required documents and material shall conform to the design and engineering standards, other specific requirements set forth in this Chapter, and any conditions of approval stipulated by the Commission.
- (e) All Minor Subdivisions shall be designed and constructed so as to provide all required improvements and infrastructure as may be required by the applicable provisions of Section 7, Subdivision Design Standards.

7.2 Floodways and Drainage

- (d) All subdivision applications shall include a drainage report prepared in accordance with Appendix 7, Drainage Report Outline. The report must identify necessary improvements that will allow stormwater to pass through the subdivision in a non-disruptive manner. General requirements include:
 - (i) Identify drainage basins.
 - (ii) Model 25-year, 24-hour design storms for the drainage basins.
 - (iii) Size all culverts, ditches, swales, and other storm drain improvements appropriately.

7.5 Roads and Streets Design Standards

- (d) Cross Sectional Standards:
 - (i) Roadway Width. Minimum roadway width, including shoulders, is 22 feet. This corresponds to AASHTO Chapter 5 with 18' minimum traveled way and 2' minimum shoulders.

(vi) **Cul-de-sac** length. Cul-de-sacs shall not be longer than 1000 feet, including the turnaround, unless a deviation is approved by the Commission after a positive recommendation from the Applicable Director. **The turnaround shall have a right-of-way radius of 60 feet minimum and a surfacing radius of 50 feet minimum.**

8.2 Subdivision Improvements Agreements and Guarantees

(a) If the plat is to be recorded with the Campbell County Clerk prior to the final installation and approval of all required improvements, the following is required:

- (i) Approved permits to construct for all infrastructure improvements required in the subdivision.
- (ii) A cost estimate prepared by an Engineer, for the total installation cost of those improvements, as well as the cost of any professional services required to complete the installation.
- (iii) A Subdivision Improvements Agreement (See Appendix 15, Subdivision Improvements Agreement) and associated irrevocable letter of credit, funds in escrow or other Board approved guarantee of attestable value shall be provided to the Board in the amount of 125% of the approved cost estimate.
- (iv) The agreement shall authorize the time for the completion of improvements up to a maximum of 18 months. Upon request and after review, the Board may authorize a 6-month extension of the agreement.

8.3 Associations or Districts for Subdivision Maintenance

(a) **An Improvement and Service District, homeowners' or landowners' association, or equivalent, shall be formed for all new Minor and Major subdivisions to provide for the maintenance of Subdivision roads and other infrastructure.**

- (i) New subdivisions are encouraged to join or merge with an existing Improvement and Service District or association in an adjacent Subdivision, or a Subdivision whose roads are used for access to said Subdivision.
- (b) The district or association shall, as a minimum, provide for the following:
- (i) Adequate funding and means for enforcement.
 - (ii) Continuous health and safety inspections and immediate maintenance to correct unsafe conditions.
 - (iii) A method for receiving and processing complaints.
 - (iv) Regular maintenance program where needed for roads, parks, buildings, utilities, and other commonly-owned facilities.

(c) Documents for the formation of Improvement and Service District or Homeowners Association shall be recorded concurrently with the final plat.

(d) All homeowners' or landowners' associations are the responsibility of residents within the subdivision. Campbell County has no responsibility to ensure that associations adequately perform their assigned duties.

The following page(s) contain the backup material for Agenda Item: [9:50 Vehicle Recommendations FY2022-23](#)

*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
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Denton Knapp, Commissioners
Administrative Director

DK
08/30/22

BOARD OF COMMISSIONERS

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

MEMORANDUM

TO: Campbell County Board of Commissioners

FROM: Anthony Langone, Fleet Manager

RE: FY 2022/23 Vehicle Recommendations

Date: August 30, 2022

This year Campbell County sent out for bid, requests for 19 vehicles. This includes 10 Sheriff's Office vehicles and 9 county vehicles. On July 30th, 2022, bids were posted online and advertised over the following 3 weeks in the Gillette News Record. I also delivered bids to our 3 local vendors. I received 23 sealed bids on August 24th from 2 vendors. Below are all the bids returned with a * next to my recommendations. Prices listed below are per vehicle. I have decided to cut one fleet SUV vehicle from our order as vehicle prices are higher than expected.

We had three transport vehicle bids that did not receive response, I would like to ask to for fleet to locate and purchase these vehicles. I was also asked by the Sheriff's Office if a change in capital would be possible to purchase an additional Dodge Durango from Fremont Motor in Casper instead of the Ford Explorer from Fremont Motor. The Explorer's have been an issue in the past for the S.O. due to their size and getting prisoners in and out of the vehicle.

Landfill

¾ Ton Crew Cab Long Box Pick Ups x2

Whites Energy Motors (Gillette)

\$ 54,021.00 *

The mission of Campbell County is to provide quality, efficient, and cost-effective services for all Campbell County residents through sound decision making and fiscal responsibility.

Public Works / Airport / Fleet

½ Ton Crew Cab Short Box Pick Ups x3

Whites Energy Motors (Gillette)

\$ 44,500.00 *

Road & Bridge

¾ Ton Crew Cab Short Box Pick Up x1

White's Energy Motors (Gillette)

\$ 56,190.00 *

Public Works / Fleet

Mid-Size AWD / 4x4 SUV x2

White's Energy Motors (Gillette)

\$ 45,445.00 *

Sheriff's Office

Police Pursuit AWD Sedan x1

White's Energy Motors (Gillette)

Fremont Motor (Casper)

\$ 35,873.00 *

additional \$950 for console - \$ 35,841.00

½ Ton Crew Cab Pick Up x2

White's Energy Motors (Gillette)

Fremont Motor (Casper)

\$ 44,500.00

\$ 37,746.00 *

Police Pursuit SUV x4

White's Energy Motors (Gillette)

Fremont Motor (Casper)

\$ 42,494.00

\$ 42,187.00 *

Mid-Size AWD / 4x4 SUV x1

White's Energy Motors (Gillette)

Fremont Motor (Casper)

\$ 45,445.00

~~\$ 36,713.00 *~~

AWD / 4x4 Van x3

No Bids Received

The following page(s) contain the backup material for Agenda Item: [9:55 Guardian Ad Litem Contract](#)

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

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE WYOMING OFFICE OF GUARDIAN *AD LITEM*
AND CAMPBELL COUNTY, WYOMING**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Office of Guardian *ad Litem* (Agency), whose address is: Historical Courthouse, 310 West 19th Street Suite 100, Cheyenne, WY 82002, and Campbell County, Wyoming (County), whose address is: PO Box 3010 Gillette, WY 82716.
2. **Purpose.** The purpose of this MOU is to establish an understanding between the Agency and the County. In accordance with Agency Rules, this MOU is solely intended to provide for legal representation in the following cases: child protection cases under Wyo. Stats. §§ 14-12-101 through 14-12-104; children in need of supervision cases under Wyo. Stats. §§ 14-6-401 through 14-6-440; delinquency actions under Wyo. Stats. §§ 14-6-201 through 14-6-252; interstate compact on juveniles (ICJ) cases under Wyo. Stat. § 14-12-101(a)(v); termination of parental rights cases under Wyo. Stats. §§ 14-2-308 through 14-2-319; and appeals arising out of these cases.
3. **Term of MOU.** This MOU shall commence when all parties have executed it or on July 1, 2022, whichever is later, and shall remain in full force and effect until June 30, 2024, or until terminated. Each party agrees and acknowledges that participation in this Agency is contingent on budget authority and the availability of funding. Either party may terminate this MOU with thirty (30) days written notice. The Agency may also terminate the MOU immediately for cause. Cause may include but is not limited to: county officials, guardian *ad litem* (GAL), or district judges not adhering to Agency procedures, rules, or regulations; or district court judges appointing attorneys who are not on the GAL Panel.
4. **Payment.** Pursuant to Wyo. Stat. § 14-12-103(b), the County shall reimburse the Agency an amount equal to not less than twenty-five percent (25%) of the fees paid to GALs in Albany County and an amount equal to not less than twenty-five percent (25%) of the Agency's administrative cost prorated by Agency funds expended in each county as set forth by Section 6B, below. This match shall be paid by the County to the Agency upon receipt of an invoice. Invoices are to be paid by the County within ninety (90) days of receiving the invoice. Failure to pay an invoice will result in the State Treasurer's Office deducting the amount due to the Agency from the sales tax revenues due to the County from the State and crediting the amount to the Agency's account
5. **Responsibilities of the County.**
 - A. The County shall adhere to all Agency Rules and Policies and all applicable Wyoming statutes.
 - B. **County Match for Services.** The County agrees to pay the Agency as set forth in Section 4, above.
 - C. **Excess Compensation of GALs.** The County may pay a rate in excess of the rate

set for payment by the Agency to an Agency GAL in accordance with Wyo. Stat. § 14-12-103(a) under a separate contract with that Agency GAL, and in such case the County shall reimburse the Agency for one hundred percent (100%) of the excess amount paid.

- D. Appointment of GALs.** The County shall ensure court GAL appointments are to the Agency, not a specific attorney, in accordance with state statute and Agency Rules and Policies to provide services when appointing a GAL in cases where the Agency provides services. The County shall use Agency approved templates for pleadings appointing an Agency attorney, or its designee. The County shall notify the Agency, or its designee, for applicable cases requiring the appointment of a GAL. The Agency, or its designee, retains the right to select an appropriate GAL or substitute an appropriate GAL for specific assignment to Agency cases in accordance with Agency Rules and Policies. The County understands and agrees that the Agency will not provide compensation to a GAL who has not entered into a negotiated contract or employment with the Agency or that has been assigned a case where the Agency was not appointed.
- E. Suitable Office Space.** Pursuant to Wyo. Stat. § 14-12-103(d), the County shall provide adequate office space and utility services for all employed and contracted GALs, separate from any public defender field office. If suitable office space for all GALs cannot be provided, the County shall provide, based upon a proportional share, a monthly stipend determined by the Agency to all Agency GALs housed in private facilities. The stipend shall be paid directly by the County to the Agency monthly and separate from any quarterly match payment. The County shall be responsible for notifying the Agency in writing on or before June 30th of each year of the availability of adequate office space within the County. Adequate office space will include one safe, accessible, private and secure office for each contracted and employed GAL, reception area, conference or meeting area, suitable storage room for supplies and files, access to parking, access to restroom facilities, and all required utility services other than telephone and internet service. The County shall provide general cleaning services, trash removal, toilet paper, paper towels, and hand soap should the office come with a private restroom facility. The County shall allow the Agency access to this office space at least sixty (60) days prior to the commencement of this MOU so that the Agency can order sufficient furniture and equipment, install internet and telephone services, and complete set up of the office prior to the start date of employed or contracted GALs.

6. Responsibilities of the Agency.

- A.** The Agency shall provide Guardian *ad Litem* attorney services to the Agency cases in Campbell County, Wyoming, as set out in the Agency Rules and Policies and in accordance with all applicable Wyoming statutes.
- B. Invoice for Services.** Pursuant to Wyo. Stat. § 14-12-103(b), the Agency shall

invoice the County for an amount equal to not less than twenty-five percent (25%) of the fees paid to GALs in Campbell County, Wyoming and an amount equal to not less than twenty-five percent (25%) of the Agency's administrative cost prorated by Agency funds expended in each county upon completion of each of the eight (8) quarters of a biennium. Invoices shall be sent within thirty (30) days after reconciling each quarter's cost of services. Each quarter will consist of three (3) consecutive months, beginning with July as the first month of the first quarter.

- C. **Office Space Set Up.** The Agency shall provide telephone and internet services, furniture, equipment, office supplies, and décor for the space and the cost of keys, door signs, and other miscellaneous expenses for obtaining and installing all furniture, equipment, internet, and telephone utilities.
- D. **Compensation of GALs.** In accordance with Agency Rules and Policies, the Agency shall provide compensation and reimbursement and either employ or contract privately and separately with qualified GALs for the Agency cases.
- E. **Assignment of GALs.** The Agency, or its designee, upon notice from the County shall assign a GAL from the Agency Panel for all Agency cases in accordance with Agency Rules and Policies upon notice of a new case. The Agency will not pay for GALs not contracted or employed by the Agency, or cases in which the Agency has not been appointed.
- F. **Supervision and Certification of GALs.** The Agency shall administer an Agency Panel and shall supervise and certify GALs in Campbell County, Wyoming, in accordance with the Agency Rules and Policies.

7. General Provisions.

- A. **Amendments.** Either party may request changes in this MOU. 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 and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Availability of Funds.** Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the MOU may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which

will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this MOU to acquire similar services from another party.

- D. Entirety of the MOU.** This MOU, consisting of five (5) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- E. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or her representative.
- F. 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.
- G. Sovereign Immunity.** The State of Wyoming, Wyoming Office of Guardian *ad Litem*, and Campbell County, Wyoming do not waive their sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- H. 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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

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

WYOMING OFFICE OF GUARDIAN AD LITEM

Joseph Belcher Director

Date

CAMPBELL COUNTY, WYOMING

Del Shelstad, Campbell County Commissioners

Date

ATTEST

Susan Saunders, Campbell County Clerk

Date

APPROVAL AS TO FORM

Mitchell H. Damsky, Campbell County Attorney

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for Brian M. Richardson #224494
Tyler M. Renner, Senior Assistant Attorney General

7/26/2022
Date