

AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

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

SEPTEMBER 8, 2021

09:00 MEETING CALLED TO ORDER PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- A. [Consent Agenda](#)
-

VOUCHERS

- B. Vouchers

REGULAR BUSINESS

- | | |
|---|------------------------------|
| C. 9:05 Suicide Prevention Proclamation | Shawna McDonald |
| D. 9:10 Vietnam Wall Proclamation | Paul Woessner |
| E. 9:15 Contract for Services, Cowboy State Games | Luke Bennett |
| F. 9:20 Contract for Services, Gillette Main Street | Jessica Seders |
| G. 9:25 Contract for Services, Boys & Girls Club | Nate Grotian |
| H. 9:30 Contract for Services, Salvation Army | Jenny Hartung |
| I. 9:35 Contract for Services, Health Care Foundation | Nachelle McGrath |
| J. 9:40 Contract for Services, Gillette College | Janell Oberlander |
| K. 9:45 Board Appointments, Employee Recognition Committee | Allie Buechler |
| L. 9:50 Agriculture Equipment Bids | Tony Langone |
| M. 9:55 Cox Simple Subdivision | Sam Proffer |
| N. 10:00 Fortner Simple Subdivision | Sam Proffer |
| O. 10:05 Petition to Vacate Orlando Drive | Carol Seeger/Bob Jordan |
| P. 10:10 Compensation Committee Operating Guidelines Handbook | Brandy Elder |
| Q. 10:15 American Rescue Plan Build Back Better Communities | Carol Seeger |
| R. 10:20 NexGen911 Equipment Lease-Purchase Agreement
Williams | Sheriff Matheny/Joey |
| S. 10:25 Funding Request, Tyler Technologies | Rachael Knust/Rocky Marquiss |

PUBLIC COMMENT

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

T. 10:30 For the Good of the County*

ADJOURN

Consent Agenda

MINUTES

Board of Commissioners Emergency Meeting, August 10, 2021
Board of Commissioners Special Meeting, August 12, 2021
Board of Commissioners Executive Session, August 12, 2021
Board of Commissioners Directors Workshop, August 16, 2021
Board of Commissioners Regular Meeting, August 17, 2021
Board of Commissioners Parks & Recreation Board Meeting, August 23, 2021
Board of Commissioners Senior Center Board Meeting, August 25, 2021

PAYROLL PAYMENTS

July 24, 2021
July 31, 2021
August 7, 2021
August 21, 2021
August 31, 2021

CANCELLATION/REBATE OF TAXES

#4315, 4317

AGREEMENTS

Subaward Agreement between the Campbell County and Youth Emergency Services for the Volunteers of America (VOA) – Juvenile Justice and Delinquency Prevention (JJDP) program in the amount of \$36,491.00.

Waterline Easement – Amended between Campbell County and Means First Extension Water and Sewer District.

CAPITAL REQUESTS

Road & Bridge – Quantity change of Capital Purchase Request from three (3) Belly Dump Trailers and three (3) Belly Dump Pups to five (5) of each respectively; purchase equipment with existing approved capital budget with no increase in capital requested.

LINE ITEM TRANSFERS

Extension Office

Transfer \$76 from 103.6517.5 Meals & Lodging to 103.6283 Meals & Lodging
Transfer \$50 from 101.6517.2 Staff Development to 101.6517.5 Meals & Lodging
Transfer \$855 from 102.6282 Airplane, Train, Bus to 102.6517.4 Travel & Transportation
Transfer \$255 from 102.6517.3 Conf/Seminar Work to 102.6517.2 Staff Development
Transfer \$500 from 102.6517.5 Meals & Lodging to 103.6517.4 Travel & Transportation
Transfer \$145 from 102.6282 Airplane, Train, Bus to 103.6517.3 Conf/Seminar Work
Transfer \$500 from 102.7342 Program Support to 103.7343 Program Support
Transfer \$1,000 from 106.7488 Program Support to 106.6283 Meals & Lodging
Transfer \$100 from 106.7488 Program Support to 106.6517.2 Staff Development
Transfer \$250 from 106.6281 Automobile to 106.6517.4 Travel & Transportation
Transfer \$700 from 106.6517.3 Conf/Seminar Work to 106.7488 Program Support

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Library

Transfer \$31,500 from 713.6022/140000 Fulltime – Regular Salaries and Wages to 713.6024/190000 Parttime-Regular Salaries and Wages

Parks & Recreation

Transfer \$2,000 from 7704.6687 Landscaping Sup. to 7704.6774 Irrigation Maintenance

POSITION VACANCY JUSTIFICATIONS

Public Works/Custodial – Custodian I

Sheriff's Office – Detention Officer/Deputy Sheriff

SICK LEAVE TRANSFERS

Request transfer of 40 hours from Employee #598663 to Employee #688010

HAND WARRANTS

Campco Federal Credit Union	\$226.01
Campbell County Clerk Tax Account	287,575.00
Campbell County Treasurer – HSA/FLX	43,156.32
Great West Trust Company	29,447.50
Wyoming Child Support	1,348.23
WAG – Division of Criminal Investigation	78.00
CDW Government	447.78
Wyoming Department of Workforce Service – UI	1,320.48
Wyoming Department of Revenue & Taxation	2,134.45
Campco Federal Credit Union	226.01
Campbell County Clerk Tax Account	278,666.56
Campbell County Treasurer – HSA/FLX	43,031.32
Great West Trust Company	29,427.50
Wyoming Child Support	1,348.23
Campco Federal Credit Union	950.00
Campbell County Clerk Tax Account	20,430.04
Campbell County Treasurer – FLX/HSA	2,561.83
Great West Trust Company	4,595.00
HM Life Insurance Company	178,534.81

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 10, 2021
Gillette, Wyoming

Emergency Meeting

The Campbell County Board of Commissioners met in an Emergency Meeting, Tuesday, August 10, 2021 at 1:30 PM.

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

The purpose of the emergency meeting was to consider an Amended Order Levying Requisite Taxes for Fiscal Year 2021/2022.

Commissioner Bell moved to approve the Amended Order Levying Requisite Taxes for Fiscal Year 2021/2022, as presented. Commissioner Faber seconded the motion. All Voted - Aye. Carried.

AMENDED ORDER LEVYING REQUISITE TAXES
FISCAL YEAR 2021/2022

WHEREAS, on June 15, 2021, this Board adopted a County budget for the 2021-2022 fiscal year ending June 30, 2022; and

WHEREAS, after deducting all other cash and estimated revenue, it is necessary for the balance to be raised by general taxation; and

WHEREAS, W.S. 39-13-102(g) provides that the Board of County Commissioners shall levy the requisite taxes for the year on or before the first Monday of August; and

WHEREAS, W.S. 11-5-111 provides that the Board of County Commissioners shall levy a tax to carry out the purpose of the Wyoming Weed and Pest Control Act; and

WHEREAS, W.S. 18-9-201(b) provides that the Board of County Commissioners may levy a tax for a Public Recreation District; and

WHEREAS, W.S. 21-13-201(a) provides that the Board of County Commissioners shall levy a tax of six (6) mills for the support and maintenance of the public schools; and

WHEREAS, W.S. 35-2-414(b) provides that the Board of County Commissioners shall levy a tax for hospital districts; and

WHEREAS, W.S. 35-8-314(b) provides that the Board of County Commissioners shall levy a tax for special cemetery districts; and

WHEREAS, W.S. 39-13-104(c)(i) provides that the Board of County Commissioners shall levy a tax for property within the limits of incorporated cities and towns; and

WHEREAS, the Board of Campbell County Commissioners adopted its Order Levying Requisite Taxes on July 7, 2021 which approved a levy of 0.677 to raise property taxes in the amount of \$2,296,567 for the Campbell County Weed & Pest District; and

WHEREAS, the Board of County Commissioners has been advised that the amount of property tax required to be collected for the Campbell County Weed & Pest District is

\$1,999,375 reducing the necessary mill levy to 0.589;

THEREFORE, IT IS HEREBY ORDERED that, pursuant to the above-cited statutory authorities, property taxes are levied to raise the following amounts for the Fiscal Year ending June 30, 2022:

	<u>Amount</u>	<u>Mill Levy</u>
County General Fund	\$ 38,113,911	11.235
Campbell County Weed & Pest District	\$ 1,999,375	0.589
Campbell County School District		
Public Schools	\$ 20,355,435	6.000
Community Public Rec. Dist.	\$ 3,392,572	1.000
BOCHES	\$ 1,696,286	0.500
Campbell County Hospital District	\$ 10,177,718	3.000
Campbell County Cemetery District	\$ 3,058,333	0.901
City of Gillette	\$ 2,363,825	8.000
Town of Wright	\$ 86,513	8.000

Severability: If any provision of this resolution is held or deemed inoperative or unenforceable, the same shall not affect any other provision or directive which can be independently construed.

ORDERED this 10th day of August 2021
BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING

There being no further business to come before the Board the meeting was adjourned at 1:35 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

Office of County Commissioners
August 12, 2021
Gillette, Wyoming

Special Meeting

The Campbell County Board of Commissioners met in a Special Meeting, Thursday, May 12, 2021 at 9:00AM.

The purpose of the Special Meeting was to discuss library operation to include the library collection development policy, the collection challenge process and training programs, and ratification of Amended Order Levying Requisite Taxes for the Fiscal Year 2021/2022.

Present were Rusty Bell, DG Reardon, Colleen Faber, Del Shelstad, Bob Maul, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director and Sean Brown, Deputy County Attorney.

Commissioner Shelstad moved to convene into an executive session. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

EXECUTIVE SESSION

It was determined that the topic of discussion was not for executive session.

The Board reconvened into their Special Meeting at 11:00 AM.

There being no further business to come before the Board the meeting was adjourned at 11:00 AM.

Susan F. Saunders, Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

Office of County Commissioners
August 16, 2021
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, August 16, 2021 at 1:30 PM.

Present were Rusty Bell, Colleen Faber, DG Reardon, Del Shelstad, Commissioners; Susan F. Saunders, County Clerk; Sean Brown, Deputy County Attorney; Carol Seeger, Commissioners Administrative Director; Todd Chatfield, Airport Director; Bob Tranas, Children's Developmental Services Director; Brandy Elder, HR Director; Jeff Bender, Fire Chief; Jeff Esposito, CAM-PLEX Director; Dwayne Dillinger, Park and Recreation Director; Liz Edwards, Fair Coordinator; Matt Olsen, Public Works Director and Kevin Geis, Road and Bridge Director. Chairman Bob Maul was absent from the meeting.

Commissioner Bell moved to approve Resolution Number 2089 for the Application of Congestion Mitigation Air Quality (CMAQ) Grant Funds FY 2022 to apply dust suppressants to approximately twenty-six (26) miles of county roads, as presented. Commissioner Reardon seconded the motion. All Voted – Aye Carried.

Brandy Elder provided updates on COVID guidelines and healthcare costs.

Chief Bender provided an update on fires.

Commissioner Shelstad thanked Liz Edwards and staff for all the work on the Fair.

A workshop was held on the process of the Board of Equalization.

A workshop was held on the Pronghorn Industrial Park.

There being no further business to come before the Board the meeting was adjourned at 3:05 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Del Shelstad, Commissioner
Board of County Commissioners

Office of County Commissioners
August 17, 2021
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, August 17, 2021. Chairman Maul called the meeting to order at 9:00 AM. Pastor Marty Crump led in prayer and Chairman Maul led the Pledge of Allegiance.

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

The following consent agenda was presented:

MINUTES:

- Board of Commissioners Fire Board Meeting, July 28, 2021
- Board of Commissioners Directors Workshop, August 2, 2021
- Board of Commissioners Executive Session, August 2, 2021
- Board of Commissioners Regular Meeting, August 3, 2021

MONTHLY REPORTS:

- Clerk of District Court – July 2021
- County Clerk – June 2021
- Sheriff's Office – July 2021
- Sheriff's Office, Detention – July 2021
- Treasurer's Office – July 2021
- County Salaries

CAPITAL REQUESTS:

Children's Developmental Services – To purchase a replacement vision screening camera from the Early Head Start Grant & Quality Improvement Funds, in the amount of \$5,915

LINE-ITEM TRANSFERS:

Public Health - Transfer \$530 from 502.7238 Misc. Equipment to 502.6053 Telephone

POSITION VACANCY JUSTIFICATIONS:

- CAM-PLEX – Event Technician
- Children's Developmental Services – Administrative Coordinator
- Children's Developmental Services – Instructional Assistant
- Sheriff's Office – Custodian I
- Sheriff's Office – Detention Officer

HAND WARRANTS:

Campbell County Clerk Tax Account	\$325,373.27
Campco Federal Credit Union	1,176.01
Campbell County Treasurer – HSA/FLX	3,927.67
Great West Trust Company	33,502.50
Wyoming Child Support	916.09
Campbell County Clerk Tax Account	279.44
WAG – Division of Criminal Investigation	234.00

Circuit Court of Campbell County	70.00
Campbell County Sheriff Civil Account	50.00
Black Hills Energy Gas Holdings LLC	7,091.65
First National Bank Visa	78.88
Kronos Inc.	360.00
Motorola Solutions Inc.	16,188.91
Whites Energy Motors	152,080.00
Energy Capital Economic Development	29,250.00
Communication Technologies	48.02

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

Toni Brown provided information regarding the upcoming Wreaths Across America event.

Commissioner Faber moved to approve the Contract for Services between the Board of County Commissioners and Visitation and Advocacy Center, in the amount not to exceed \$46,800 from the Optional One Percent Sale Tax, for the period of July 1, 2021 to June 30, 2022, as presented. Commissioner Shelstad seconded the motion. All Voted - Aye. Carried.

Commissioner Shelstad moved to approve the Contract for Services between the Board of County Commissioners and Second Chance Ministries, in the amount not to exceed \$16,000 from the Optional One Percent Sale Tax, for the period of July 1, 2021 to June 30, 2022, as presented. Commissioner Reardon seconded the motion. All Voted - Aye. Carried.

Commissioner Bell moved to approve the Contract for Services between the Board of County Commissioners and the Edible Prairie Project, in the amount not to exceed \$3,000 from the Optional One Percent Sale Tax, for the period of July 1, 2021 to June 30, 2022, as presented. Commissioner Faber seconded the motion. All Voted - Aye. Carried.

Commissioner Bell moved to approve the Contract for Services between the Board of County Commissioners and the Gillette Abuse Refuge Foundation Inc., in the amount not to exceed \$70,000 from the Optional One Percent Sale Tax, for the period of July 1, 2021 to June 30, 2022, as presented. Commissioner Reardon seconded the motion. All Voted - Aye. Carried.

Commissioner Reardon moved to approve the Contract for Services between the Board of County Commissioners and the Youth Emergency Services Inc., in the amount not to exceed \$283,500 from the Optional One Percent Sale Tax, for the period of July 1, 2021 to June 30, 2022, as presented. Commissioner Bell seconded the motion. All Voted - Aye. Carried.

Commissioner Reardon moved to approve the Contract for Services between the Board of County Commissioners and Wright Community Assistance, in the amount not to exceed \$6,500 from the Optional One Percent Sale Tax, for the period of July 1, 2021 to June 30, 2022, as presented. Commissioner Faber seconded the motion. All Voted - Aye. Carried.

Commissioner Shelstad moved to approve the CARES Act Airport Agreement Development Addendum between the Federal Aviation Administration (FAA) and Campbell County to reallocate \$300,000 for Phase 2 of the General Aviation Terminal Building Construction, as presented. Commissioner Bell seconded the motion. All Voted - Aye. Carried.

Commissioner Faber moved to approve the submission of the Wyoming Court Supervised Treatment Program State Fiscal Year 2022 Surcharge Funding Application for Juvenile and Family Drug Court to the Wyoming Department of Health, in the amount of \$13,810, as presented. Commissioner Shelstad seconded the motion. All Voted - Aye. Carried.

Commissioner Bell moved to appoint DaNece Day to the Campbell County Juvenile and Family Drug Court Board as the Defense Attorney to serve a three-year term, ending June 30, 2024. Commissioner Reardon seconded the motion. All Voted - Aye. Carried.

Commissioner Bell moved to approve the submission of the Wyoming Court Supervised Treatment Program State Fiscal Year 2022 Surcharge Funding Application for Adult Treatment Courts to the Wyoming Department of Health, in the amount of \$14,300, as presented. Commissioner Reardon seconded the motion. All Voted - Aye. Carried.

Commissioner Bell moved to approve the Settlement Agreement between Grizzly Operating, LLC f/k/a Vanguard Operating, LLC, Campbell County Board of Commissioners and Treasurers of Campbell County, Carbon County, Johnson County, Natrona County, Park County, Sublette County, and Sweetwater County in complete settlement and satisfaction of all claims and disputes, as presented. Commissioner Reardon seconded the motion. All Voted - Aye. Carried.

Commissioner Bell moved to appoint Susan Saunders, Budget Officer, and reappoint Bob Tranas, At Large; Phil Harvey, Elected Appointee; and Jane Glaser, Personnel Committee Chair to the Compensation Committee to each serve a three-year term, ending June 30, 2024. Commissioner Reardon seconded the motion. All Voted - Aye. Carried.

The Commissioners held a workshop with PFM Management.

The Board convened into the Board of Equalization.

Commissioner Shelstad moved to approve the Findings of Fact, Conclusions of Law and Order for Patterson-UTI Drilling Co. Inc., Docket Number 2021-13, as presented. Commissioner Bell seconded the motion. All Voted - Aye. Carried.

The Board adjourned the Board of Equalization and reconvened into their regular meeting.

Several people provided public comment.

There being no further business to come before the Commissioners the meeting was adjourned at 11:45 AM. The next regular meeting of the Commissioners will be held Wednesday, September 8, 2021, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, County Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

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

Office of County Commissioners
August 23, 2021
Gillette, WY

The Campbell County Board of Commissioners met with the Parks and Recreation Board Monday, August 23, 2021 at 4:00 PM.

Present were Rusty Bell, DG Reardon, Colleen Faber, Commissioners; Kendra Anderson, Deputy County Clerk; Carol Seeger, Commissioners Administrative Director and members of the Parks and Recreation Board. Commissioner Del Shelstad, Chairman Maul and Sean Brown, Deputy County Attorney were absent from the meeting.

Discussion was held on the logistics of the upcoming Camporee event.

Discussion was held on needed repairs at Bicentennial Park.

No action was taken by the Commissioners and they left the meeting at 4:45 PM.

Kendra Anderson, Deputy Clerk
Board of County Commissioners

DG Reardon, Chairman
Board of County Commissioners

Office of County Commissioners
August 25, 2021
Gillette, WY

The Campbell County Board of Commissioners met with the Senior Citizens Board, Wednesday, August 25, 2021 at 12:00 PM.

Present were DG Reardon, Del Shelstad, Bob Maul, Colleen Faber, Commissioners; Kendra Anderson, Deputy County Clerk; Carol Seeger, Commissioners Administrative Director; Mitch Damsky, County Attorney, Sean Brown, Deputy County Attorney and members of the Senior Center Board. Commissioner Rusty Bell was absent from the meeting.

Ann Rossi, Executive Director, provided updates on COVID, Senior Center activities, fundraising, the Medicare partnership with Campbell County Health and the Community Garden.

Discussion was held on grants the Senior Center applied for and received due to COVID.

Members of the Senior Center Board and Mitch Damsky left the meeting at 1:10 PM.

Commissioner Shelstad moved to approve the submission of the letter regarding Removal of Infrastructure from Mine Sites from Reclamation Bond to the Office of the Governor, as presented. Commissioner Reardon seconded the motion. All Voted - Aye. Carried.

There being no further business to come before the Board, the Commissioners left the meeting at 1:15 PM.

Kendra Anderson, Deputy Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

PAYROLL PAYMENT

FOR THE PAY PERIOD (s) ENDING

July 24 + July 31, 2021

August 7, 2021

Aug. 21 + Aug. 31, 2021

We do hereby approve the County Payroll as presented this 8th day of September

Member

Member

Member

Member

Chairman

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4315

8-2-21
date processed

NAME: BALLARD PETROLEUM HOLDINGS LLC

NOTICE ISSUED FOR:

NOVC# 2021-0247

OTHER:

☒ PARTIAL
☒ REBATE
☐ CANCELLATION

YEAR 2019

ACCOUNT/PARCEL# 50050466

TAX NOTICE NO. 219

DISTRICT NO. 100

ASSESSED VALUATION: 333,539

AMOUNT:\$ 19,982.99

Joy A. Clements COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS 8th DAY OF September, 20 21

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 _____

COUNTY CLERK



WYOMING DEPARTMENT OF REVENUE

IN THE MATTER OF THE
ASSESSMENT OF

BALLARD PETROLEUM HOLDINGS
LLC.

Operator ID: 01455

NOTICE OF VALUATION CHANGE
2021-0238

ASSESSOR
Campbell, Converse

Page 1 of 5

1. On June 7, 2021, Ballard Petroleum Holdings LLC. (Ballard) filed amended returns for the attached properties.

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

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

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

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

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

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

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

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
2021-0238**

**BALLARD PETROLEUM HOLDINGS
LLC.**

Operator ID: 01455

**ASSESSOR
Campbell, Converse**

Page 2 of 5

<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	K-BAR	002706	Campbell	0100	Natural Gas	(2,611)
2019	2018	WILDCAT	002782	Campbell	0100	Natural Gas	(2,334)
2019	2018	K-BAR	003738	Campbell	0100	Natural Gas	(468)
2019	2018	WILDCAT	003778	Campbell	0100	Natural Gas	(2,354)
2019	2018	WILDCAT	005739	Converse	0100	Natural Gas	(331)
2019	2018	K-BAR	009434	Campbell	0100	Natural Gas	(39)
2019	2018	WILDCAT	001740	Campbell	0100	Natural Gas	(891)
2019	2018	WILDCAT	002373	Campbell	0100	Natural Gas	(4,241)
2019	2018	WILDCAT	003913	Campbell	0100	Natural Gas	(615)
2019	2018	K-BAR	004237	Campbell	0100	Natural Gas	(2,274)
2019	2018	K-BAR	004920	Campbell	0100	Natural Gas	(10,280)
2019	2018	K-BAR	004998	Campbell	0100	Natural Gas	(7,713)
2019	2018	K-BAR	005261	Campbell	0100	Natural Gas	(15,981)
2019	2018	K-BAR	009075	Campbell	0100	Natural Gas	(13,573)
2019	2018	K-BAR	008993	Campbell	0100	Natural Gas	(23,314)
2019	2018	TWENTY ONE MILE BUTTE	001143	Campbell	0100	Natural Gas	(1,423)
2019	2018	WILDCAT	001178	Campbell	0100	Natural Gas	(4,139)
2019	2018	K-BAR	003511	Campbell	0100	Natural Gas	(4,151)
2019	2018	K-BAR	004780	Campbell	0100	Natural Gas	(8,385)
2019	2018	K-BAR	004918	Campbell	0100	Natural Gas	(2,085)
2019	2018	K-BAR	008484	Campbell	0100	Natural Gas	(5,204)
2019	2018	GAITHER DRAW	037545	Campbell	0100	Natural Gas	(16,553)

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
2021-0238**

**BALLARD PETROLEUM HOLDINGS
LLC.**

Operator ID: 01455

**ASSESSOR
Campbell, Converse**

Page 3 of 5

<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	WILDCAT	009339	Campbell	0100	Natural Gas	(8,199)
2019	2018	WILDCAT	002783	Campbell	0100	Natural Gas	(3,516)
2019	2018	WILDCAT	002947	Campbell	0100	Natural Gas	(3,498)
2019	2018	PLEASANTDALE	003600	Campbell	0100	Natural Gas	(613)
2019	2018	WILDCAT	003602	Campbell	0100	Natural Gas	757
2019	2018	K-BAR	006420	Campbell	0100	Natural Gas	(2,082)
2019	2018	K-BAR	007764	Campbell	0100	Natural Gas	(7,306)
2019	2018	WILDCAT	058674	Campbell	0100	Natural Gas	(544)
2019	2018	K-BAR	009433	Campbell	0100	Natural Gas	(36)
2019	2018	WILDCAT	002333	Campbell	0100	Natural Gas	2,105
2019	2018	K-BAR	002840	Campbell	0100	Natural Gas	(7,217)
2019	2018	WILDCAT	003685	Campbell	0100	Natural Gas	(1,928)
2019	2018	WILDCAT	004236	Campbell	0100	Natural Gas	(4,627)
2019	2018	WILDCAT	004996	Campbell	0100	Natural Gas	(6,671)
2019	2018	K-BAR	007985	Campbell	0100	Natural Gas	(504)
2019	2018	K-BAR	059740	Campbell	0100	Natural Gas	(916)
2019	2018	K-BAR	002640	Campbell	0100	Natural Gas	(7,087)
2019	2018	WILDCAT	002707	Campbell	0100	Natural Gas	(1,711)
2019	2018	WILDCAT	003704	Campbell	0100	Natural Gas	(1,689)
2019	2018	K-BAR	003739	Campbell	0100	Natural Gas	(6,508)
2019	2018	WILDCAT	005580	Campbell	0100	Natural Gas	(2,130)
2019	2018	K-BAR	005879	Campbell	0100	Natural Gas	(2,147)

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
2021-0238**

**BALLARD PETROLEUM HOLDINGS
LLC.**

Operator ID: 01455

**ASSESSOR
Campbell, Converse**

Page 4 of 5

<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	K-BAR	009076	Campbell	0100	Natural Gas	(3,937)
2019	2018	WILDCAT	000935	Campbell	0100	Natural Gas	(1,610)
2019	2018	K-BAR	003394	Campbell	0100	Natural Gas	(6,879)
2019	2018	WILDCAT	003510	Campbell	0100	Natural Gas	(809)
2019	2018	K-BAR	004499	Campbell	0100	Natural Gas	(12,705)
2019	2018	WILDCAT	004919	Campbell	0100	Natural Gas	(5,763)
2019	2018	K-BAR	008045	Campbell	0100	Natural Gas	(6,049)
2019	2018	K-BAR	008074	Campbell	0100	Natural Gas	(7,567)
2019	2018	WILDCAT	009340	Campbell	0100	Natural Gas	(6,835)
2019	2018	K-BAR	001640	Campbell	0100	Natural Gas	(1,280)
2019	2018	K-BAR	002949	Campbell	0100	Natural Gas	(2,038)
2019	2018	K-BAR	003601	Campbell	0100	Natural Gas	(5,670)
2019	2018	TWENTY ONE MILE BUTTE	003856	Campbell	0100	Natural Gas	(2,921)
2019	2018	K-BAR	005086	Campbell	0100	Natural Gas	(8,165)
2019	2018	K-BAR	007527	Campbell	0100	Natural Gas	(10,327)
2019	2018	ARCHIBALD	037771	Campbell	0100	Natural Gas	903
2019	2018	K-BAR	009291	Campbell	0100	Natural Gas	(6,571)

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

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WYOMING DEPARTMENT OF REVENUE

IN THE MATTER OF THE
ASSESSMENT OF

NOTICE OF VALUATION CHANGE
2021-0238

BALLARD PETROLEUM HOLDINGS
LLC.

Operator ID: 01455

ASSESSOR
Campbell, Converse

Page 5 of 5

MADE AND ENTERED at Cheyenne, Wyoming, this 19 day of July, 2021.

WYOMING DEPARTMENT OF REVENUE

Dan Noble
Director, Department of Revenue

Craig Grenvik
Administrator, Mineral Tax Division

8-7-77

NOV # 2021-0238

(# 282,918)

(Refer to NOV # 2021-0247)

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**

**BALLARD PETROLEUM HOLDINGS
LLC.**

Operator ID: 01455

**NOTICE OF VALUATION CHANGE
2021-0247**

**ASSESSOR
Campbell**

Page 1 of 2

1. On June 17, 2021 Ballard Petroleum Holdings LLC. (Ballard) filed amended returns for the attached properties.

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

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

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

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

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

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

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

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
2021-0247**

**BALLARD PETROLEUM HOLDINGS
LLC.**

Operator ID: 01455

**ASSESSOR
Campbell**

Page 2 of 2

<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	K-BAR	005953	Campbell	0100	Natural Gas	(18,975)
2019	2018	K-BAR	009033	Campbell	0100	Natural Gas	(10,814)
2019	2018	K-BAR	009143	Campbell	0100	Natural Gas	(157)
2019	2018	K-BAR	009144	Campbell	0100	Natural Gas	156
2019	2018	K-BAR	009145	Campbell	0100	Natural Gas	(20,831)

MADE AND ENTERED at Cheyenne, Wyoming, this 19th day of July, 20 21

WYOMING DEPARTMENT OF REVENUE

**Dan Noble
Director, Department of Revenue**


**Craig Grenvik
Administrator, Mineral Tax Division**

8-2-21

Nov 2020 #77-1247 → (\$50,621)
Nov 2021 #241-0738 → (\$282,918)
(\$333,539)
MLX 59.912
(\$19,982.99)

Rebate #4315
see 5cl #50466

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

Campbell County
Rachael Knust, Treasurer
2019 STATE ASSESSED TAX BILL

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

PO. Box 1027
Gillette, WY 82717

District 0100 **Parcel Number** 050050466 **State Acct. No.** C0050466 **GEO Pin** 55550005046600

BALLARD PETROLEUM HOLDINGS LLC
ATTN MOLLY CONRAD
PO BOX 577
LAUREL, MT 59044-0577

Assessed Valuation
Real Estate Value 14,437,767
Improvements/Buildings Value 0
Personal Property Value 0

Total Valuation 14,437,767
Mill Levy 59.912
General Taxes 884,978.50
Special Taxes 0.00
Total Tax \$884,978.50

First Installment \$442,489.25

Delinquent after November 10, 2019

Second Installment \$442,489.25

Delinquent after May 10, 2020

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

Legal Description
CERTIFIED BY DOR-GAS

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

TAX DOLLAR USE

TAXING AUTHORITY	LEVY	AMOUNT
CAMPBELL COUNTY GOVERNMENT	11.253	166,221.50
CNTY HOSPITAL DIST TRUST FUND	3.000	44,313.92
CNTY SPEC CEMETERY BOARD TRUST	.931	13,752.08
CNTY UNIFIED SPEC DIST TRST FD	25.000	369,282.66
CNTY WEED & PEST BOARD TRUST	.228	3,367.86
COOPERATIVE HIGHER EDUC SERV	.500	7,385.66
COUNTY WIDE SCHOOL TRUST FUND	6.000	88,627.84
STATE OF WY FOUND PRG TRST FND	12.000	177,255.68
UNIFIED SCHOOL - RECREATION	1.000	14,771.30

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

OR

PAY YOUR 2019 TAX ONLINE AT:
<https://itax.tylertech.com/CampbellWY/>

TOTAL	59.912	884,978.50
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DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2019. 2nd half installments are delinquent after May 10, 2020.

Any delinquent installment will bear interest at 18%.

Interest on first installment will be forgiven if TOTAL TAX is paid ON OR BEFORE December 31, 2019

Tax bills are always sent directly to taxpayers. Mortgage companies are provided tax information electronically.

Please contact your mortgage company directly if in doubt about payment responsibility.

THIS IS THE ONLY BILL YOU WILL RECEIVE!

**2019 FIRST INSTALLMENT COUPON
OR TOTAL TAX DUE COUPON**

BALLARD PETROLEUM HOLDINGS LLC
ATTN MOLLY CONRAD
PO BOX 577
LAUREL, MT 59044-0577



Parcel#: 050050466

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2019): \$442,489.25
Total Tax (Due on or before 12/31/2019): \$884,978.50

2019 SECOND INSTALLMENT COUPON

BALLARD PETROLEUM HOLDINGS LLC
ATTN MOLLY CONRAD
PO BOX 577
LAUREL, MT 59044-0577



Parcel#: 050050466

Second Installment (Due on or before 05/10/2020): \$442,489.25

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING
COUNTY OF CAMPBELL

No: 4317

8-19-21
date processed

NAME: NORTHWOODS OPERATING LLC

NOTICE ISSUED FOR:

NOVC# 2021-0262

OTHER:

☒ PARTIAL
☒ REBATE
☐ CANCELLATION

YEAR 2019

ACCOUNT/PARCEL# 50061382

TAX NOTICE NO. 3769

DISTRICT NO. 100

ASSESSED VALUATION: 20,336

AMOUNT:\$ 1,218.37



COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS 8th DAY OF September, 20 21

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK



WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF
NORTHWOODS OPERATING LLC**

Operator ID: 02631

**NOTICE OF VALUATION CHANGE
2021-0262**

**ASSESSOR
Campbell, Converse, Johnson**

Page 1 of 4

On June 9, 2021, a deficiency assessment was issued by the Wyoming Department of Revenue to Northwoods 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. NORTHWOODS OPERATING LLC address is:

NORTHWOODS OPERATING LLC
TRACY ADAMEK
999 18TH ST, STE. 2500
DENVER, COLORADO 80202

**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
NORTHWOODS OPERATING LLC**

**NOTICE OF VALUATION CHANGE
2021-0262**

Operator ID: 02631

**ASSESSOR
Campbell, Converse, Johnson**

Page 4 of 4

<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	WILDCAT	007182	Converse	0200	Oil	(1,224)
2019	2018	SNAKE CHARMER DRAW	057714	Converse	0200	Oil	0
2019	2018	FINLEY DRAW	005874	Converse	0200	Oil	(4,975)
2019	2018	FINLEY DRAW	001685	Converse	0200	Oil	(6,939)
2019	2018	SNAKE CHARMER	050809	Converse	0200	Oil	9,061

MADE AND ENTERED at Cheyenne, Wyoming, this 19th day of August, 2021.



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

WYOMING DEPARTMENT OF REVENUE



**Craig Grenvik
Administrator, Mineral Tax Division**

8/19/21

Novc #2021-0262

(B20,336)

MLX 59.912

(#1,218.37)

*Rebate #4317
see SL #61382*

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

Campbell County
Rachael Knust, Treasurer
2019 STATE ASSESSED TAX BILL

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

PO. Box 1027
Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin	Assessed Valuation	
				Real Estate Value	705,193
0100	050061382	C0061382	55550006138200	Improvements/Buildings Value	0
				Personal Property Value	0
				Total Valuation	705,193
				Mill Levy	59.912
				General Taxes	43,467.90
				Special Taxes	0.00
				Total Tax	\$43,467.90
				First Installment	\$21,733.95
				<i>Delinquent after November 10, 2019</i>	
				Second Installment	\$21,733.95
				<i>Delinquent after May 10, 2020</i>	

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

Legal Description
CERTIFIED BY DOR-OIL

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

TAX DOLLAR USE

TAXING AUTHORITY	LEVY	AMOUNT
CAMPBELL COUNTY GOVERNMENT	11.253	8,164.38
CNTY HOSPITAL DIST TRUST FUND	3.000	2,176.58
CNTY SPEC CEMETERY BOARD TRUST	.931	675.46
CNTY UNIFIED SPEC DIST TRST FD	25.000	18,138.22
CNTY WEED & PEST BOARD TRUST	.228	165.42
COOPERATIVE HIGHER EDUC SERV	.500	362.76
COUNTY WIDE SCHOOL TRUST FUND	6.000	4,353.18
STATE OF WY FOUND PRG TRST FND	12.000	8,706.36
UNIFIED SCHOOL - RECREATION	1.000	725.54
TOTAL	59.912	43,467.90

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

OR

PAY YOUR 2019 TAX ONLINE AT:
<https://itax.tylertech.com/CampbellWY/>

DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2019. 2nd half installments are delinquent after May 10, 2020.

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Interest on first installment will be forgiven if TOTAL TAX is paid ON OR BEFORE December 31, 2019

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Please contact your mortgage company directly if in doubt about payment responsibility.

THIS IS THE ONLY BILL YOU WILL RECEIVE!

**2019 FIRST INSTALLMENT COUPON
OR TOTAL TAX DUE COUPON**

NORTHWOODS OPERATING LLC
ATTN TRACY ADAMEK
410 17TH ST STE 1650
DENVER, CO 80202-4452



Parcel#: 050061382

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2019): \$21,733.95
Total Tax (Due on or before 12/31/2019): \$43,467.90

2019 SECOND INSTALLMENT COUPON

NORTHWOODS OPERATING LLC
ATTN TRACY ADAMEK
410 17TH ST STE 1650
DENVER, CO 80202-4452



Parcel#: 050061382

Second Installment (Due on or before 05/10/2020): \$21,733.95

hsk

OFFICE

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



Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

Robert Maul, Chairman
Rusty Bell
Colleen Faber
D.G. Reardon
Del Shelstad

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: VOA-OJJDP Subaward Agreement- YES House

DATE: 08/17/2021

Attached you will find a Subaward Agreement between the Board of Commissioners and the YES House for the OJJDP program. The YES house was sub awarded \$36,491.00. These funds will be used for their 48-Hour Hold Program. County Attorney's Office drafted this Subaward Agreement.

This document will be placed on the Consent Agenda for approval.

Thank you!

**YOUTH EMERGENCY SERVICES, INC.
SUBAWARD AGREEMENT
AWARD # 2020-JX-FX-K001
CFDA #16-540**

THIS AGREEMENT is entered into by and between Campbell County, Wyoming, by and through its Board of County Commissioners ("BOARD"), of 500 S. Gillette Ave., Ste. 1100, Gillette, WY 82716 and the Youth Emergency Services, Inc., ("YES"), of 906 N. Gurley., Gillette, WY 82716;

RECITALS:

A. The BOARD has submitted its application to receive federal grant funding from the Federal Juvenile Justice and Delinquency Prevention Act of 2002 (JJDPa) administered by Volunteers of America Northern Rockies (VOA); and

B. The JJDPa through VOA has awarded THE BOARD the total sum of Thirty-Six Thousand Four Hundred Ninety-One Dollars (\$36,491.00) to be used as approved in the work plan referenced in the 2021-2022 Subaward Agreement between Volunteers of America Northern Rockies and Campbell County, attached hereto as **Exhibit A**;

C. The BOARD must enter into a contract with VOA setting forth certain terms upon which the funding is conditioned; and,

D. The BOARD desires to provide to YES and YES desires to accept from the Board the above-referenced awarded proceeds.

NOW THEREFORE, in consideration of the mutual covenants, agreements and representations set forth below, the above recitals, and other good and adequate consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. In exchange for the Board providing the award amount referenced in the above Recitals, YES, DUNS # 10-658-2992 hereby agrees to provide services as specified and approved under the work plan referenced in **Exhibit A**. These services pertain to federal award identification number 2020-JX-FX-K001, CFDA #16-540 for the period commencing July 1, 2021, and ending June 30, 2022. The terms and conditions contained in **Exhibit A** and all referenced attachments identified in **Exhibit A** are incorporated herein by this reference.
2. YES 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. YES shall indemnify, hold harmless and defend the Board and its commissioners, trustees, directors, officers, agents, representatives, and employees from and against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including, without limitation, reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (i) the acts, errors, omissions, conduct, or operations of YES or any of its officers, agents, or employees; or (ii) any breach by YES of any of the representations, warranties, covenants, obligations or duties contained in this Agreement; or (c) any violation of any federal, state, or local laws, rules, or regulations by YES. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of this Agreement. 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. YES agrees to cooperate in all respects with regard to complying with this requirement and all other requirements set forth in attached **Exhibit A**.

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 VOA through the JJDP grant referenced in the Recitals to this Agreement. YES 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 YES fails to abide by the terms and conditions of this Agreement or **Exhibit A**, the BOARD may immediately suspend payments provided for under this Agreement and transfer such funding to another entity who is willing and able to perform the services provided for under this agreement.

5. In addition to the above remedy, in the event YES defaults or is deficient in the performance of any term of this Agreement or any requirements as set out in **Exhibit A**, or any rules and regulations under the JJDP Grant Program, the BOARD shall have the right to exercise all remedies provided by law or in equity, including, without limitation, the following:
 - a. Immediately terminating this Agreement without further liability of obligation of The BOARD;
 - b. Requiring YES 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 YES; and/or
 - d. Reducing, withdrawing, suspending or adjusting the amount of the funds given to YES under this Agreement.
6. Any persons hired or engaged by YES in the performance of this agreement shall be employees of YES and not the BOARD for any purpose, including but not limited to, salaries, benefits, employment taxes and personnel policies and regulations.
7. The parties hereto agree that the terms and conditions of this Agreement may be amended or modified at any time upon mutual consent, in writing, of the parties hereto. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constituted a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.
8. Construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and venue shall be the Sixth Judicial District, Campbell County, Wyoming. Customer does not waive governmental immunity and all defenses available to it pursuant to W.S. 1-39-101 et. Al. All remedies at law, in equity, by statute or otherwise shall be cumulative and may be enforced concurrently herewith or from time to time, and the election of any one or more

shall not constitute a waiver of the right to pursue other available remedies.

9. YES shall be liable to the Board for reasonable attorney's fees incurred by the Board in connection with the collection, or attempt to collect, any damages arising from any act or omission of Yes, or its agents or from YES's failure to perform any aspect of the services or fulfill any obligations or responsibilities provided under this Agreement.
10. The provisions of this Agreement shall be severable, and if any provision shall be prohibited by law, invalid, or unenforceable in whole or in part for any reason, the remaining provisions shall remain in full force and effect.
11. The parties agree that this writing constitute the entire Agreement between them and that there are no other agreements or understandings of any kind or character except those contained within this Agreement and the attached Exhibits.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, whom have the authority to bind the respective parties have executed this Agreement as of the dates indicated below.

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

Robert Maul, Chairman
Board of Campbell County Commissioners

DATE

ATTEST:

Susan Saunders, County Clerk

YOUTH EMERGENCY SERVICES, INC.

BY: _____

Printed Name

Printed Title

2021-2022 SUBAWARD AGREEMENT

**BETWEEN VOLUNTEERS OF AMERICA NORTHERN ROCKIES AND
CAMPBELL COUNTY**

This agreement made and entered into this 4TH day of AUGUST, 2021, by and between Volunteers of America Northern Rockies, a non-profit organization, hereinafter referred to as Subgrantor, and Campbell County, hereinafter referred to as Recipient;

Whereas, Volunteers of America Northern Rockies has entered into a Cooperative Agreement with the Office of Juvenile Justice and Delinquency Prevention, Award Number: 2020-JX-FX-K001; and

Whereas, the primary objective is to Attain and Maintain Compliance with the Core Protections of the Federal Juvenile Justice and Delinquency Prevention Act (JJDP Act).

Now, therefore, in consideration of the mutual benefits contained herein the Subgrantor and the Recipient do agree as follows:

1. **Contract Documents:** Contract documents shall consist of this agreement and three (3) attachments, which are incorporated by reference into this agreement. Attachment I is the "Quarterly Report." Attachment II is the "Reimbursement Request," and Attachment III is the "Guidelines for Financial Management of JJDP Funded Activities."
2. **Services:** The Recipient agrees to perform those services as outlined in its application for funding.
3. **Agreement Period:** The agreement period shall be July 1, 2021, to June 30, 2022 (hereinafter the "agreement period").
4. **Contract Amount:** The Subgrantor agrees to make available \$36,491 for use by the Recipient for the agreement period.
5. **Financial Responsibility:** The Recipient is responsible for the receipt and disbursement of these federal funds, and for their identification as pass-through funds from the Subgrantor, under Catalog of Federal Domestic Assistance (CFDA) #16.540.
6. **Alterations:** Any alterations in the work program or the budget shall be submitted to and approved in writing by the Subgrantor.
7. **Quarterly Reports:** The Recipient agrees to submit quarterly progress and financial reports/reimbursement requests for each of the Phases (with accompanying deadlines) noted below:
 - Phase 1: July 1, 2021 – September 30, 2021 (Report due by October 15, 2021)
 - Phase 2: October 1, 2021 – December 31, 2021 (Report due by January 15, 2022)
 - Phase 3: January 1, 2022 – March 31, 2022 (Report due by April 15, 2022)
 - Phase 4: April 1, 2022 – June 30, 2022 (Report due by July 15, 2022)The Recipient will submit the reports to the Subgrantor. All reimbursement requests should also include copies of the receipts/invoices/paystubs for each expense and the amount requested should be clearly identified in the documents.

8. **Payments:** Payments under this agreement will be made quarterly, upon receipt and approval of the quarterly reports.
9. **Monitoring:** The Subgrantor will schedule monitoring visits with the Recipient to evaluate the progress and performance of the program and to provide technical assistance.
10. **Subcontract:** No part of this agreement may be assigned or subcontracted.
11. **Termination of Agreement for Cause:** If the Recipient shall fail to fulfill its obligations under the contract, or if the Recipient shall violate any of the stipulations of this agreement, the Subgrantor shall have the right to terminate this agreement by giving written notice to the Recipient of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of termination. The Recipient will be paid an amount representative of the allowable costs the Recipient has actually performed under this agreement.
12. **Equal Employment Opportunities:** The Recipient shall comply with equal employment opportunities as stated in Executive Order 11246, entitled "Equal Employment Opportunity," as amended most recently by Executive Order 13672, and as supplemented in Department of Labor regulations.
13. **Federal Audit Requirements:** The Recipient agrees that if it expends an aggregate amount of \$750,000.00 or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Recipient agrees to comply with the audit requirements detailed in the U.S. Government Accountability Office's Generally Accepted Government Auditing Standards and in Subpart F of 2 Code of Federal Regulations (CFR) Part 200. A copy of this audit report should be submitted to the Subgrantor within nine (9) months of the end of the Fiscal Year.
14. **Examination of Records:**
 - a. The Recipient agrees to make available original records, documents, and other evidence pertaining to expenses and performance of this agreement, as requested by Subgrantor. The Recipient shall preserve its records until expiration of three (3) years after final payment under this agreement.
 - b. The Recipient further agrees to make same records available to Office of Justice Programs (OJP) for a period of three (3) years beyond the final payment under this agreement.
15. **Applicability of Part 200 Uniform Requirements:** The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.
16. **Employment Eligibility Verification for Hiring Under the Award:** The Recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, it will properly verify the employment eligibility for the individual who is being hired, consistent with the provisions of 8 United

States Code (USC) 1324a(a)(1) and (2). The Recipient must notify all persons who are or will be involved in activities under this award of both this award requirement for verification of employment eligibility, and the associated provisions in 8 USC 1324(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens. The Recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 USC 1324a(a)(1) and (2). The Recipient must, as part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all Recipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands. For purposes of satisfying the requirements of this condition regarding verification of employment eligibility, the Recipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Recipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds. Nothing in this condition shall be understood to authorize or require the Recipient, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law. Nothing in this condition shall be understood to relieve the Recipient or any person or other entity of any obligation otherwise imposed by law, including 8 USC 1324a(a)(1) and (2). Questions about E-Verify should be directed to the Department of Homeland Security (DHS). For more information about E-Verify, visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov. Questions about the meaning or scope of this condition should be directed to the Subgrantor before award acceptance.

17. **Requirement to Report Actual or Imminent Breach of Personally Identifiable Information (PII):** The Recipient must have written procedures in place to respond in the event of an actual or imminent "breach" (Office of Management and Budget (OMB) M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The Recipient's breach procedures must include a requirement to

report actual or imminent breach of PII to the Subgrantor no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

18. **Specific Post-Award Approval Required to Use a Noncompetitive Approach in Any Procurement Contract That Would Exceed \$250,000:** The Recipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement “contract” (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.
19. **Unreasonable Restrictions on Competition Under the Award; Association with Federal Government:** This condition applies with respect to any procurement of property or services by the Recipient that is funded (in whole or in part) by this award and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. Consistent with the DOJ Part 200 Uniform Requirements – including as set out at 2 CFR 200.300 (requiring awards to be “manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with US statutory and public policy requirements”) and 200.319(a) (generally requiring “[a]ll procurement transactions [t]o be conducted in a manner providing full and open competition” and forbidding practices “restrictive of competition,” such as “[p]lacing unreasonable requirements on firms in order for them to qualify to do business” and taking “[a]ny arbitrary action in the procurement process”) – the Recipient may not (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity’s status as an “associate of the federal government” (or on the basis of such person or entity’s status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out 2 CFR 200.319(a) or as specifically authorized by DOJ. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition. The term “associate of the federal government” means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future. Nothing in this condition shall be understood to authorize or require the

Recipient to violate any federal law, including any applicable civil rights or nondiscrimination law.

20. **Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (Including Reporting Requirements and OJP Authority to Terminate Award):** The Recipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Recipient or individuals defined as “employees” of the Recipient. The details of the Recipient’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
21. **Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events:** The Recipient must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval, and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of “Postaward Requirements” in the “DOJ Grants Financial Guide”).
22. **OJP Training Guiding Principles:** Any training or training materials that the Recipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.
23. **Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination – 28 CFR Part 42:** The Recipient must comply with all applicable requirements of 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relate to an equal employment opportunity program.
24. **Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination – 28 CFR Part 54:** The Recipient must comply with all applicable requirements of 28 CFR Part 54, which relates to nondiscrimination on the basis of sex in certain “education programs.”
25. **Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination – 28 CFR Part 38:** The Recipient must comply with all applicable requirements of 28 CFR Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Among other things, 28 CFR Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of the regulation, now entitled

"Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic CFR (e-CFR, currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

26. **Restrictions on "Lobbying":** In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Recipient, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 USC 1913. There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law. Another federal law generally prohibits federal funds awarded by OJP from being used by the Recipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 USC 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by the Recipient would or might fall within the scope of these prohibitions, the Recipient is to contact the Subgrantor for guidance, and may not proceed without the express prior written approval of the Subgrantor.
27. **Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds (FY 2019):** The Recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by the Recipient would or might fall within the scope of an appropriations-law restriction, the Recipient is to contact the Subgrantor for guidance, and may not proceed without the express prior written approval of the Subgrantor.
28. **Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct:** The Recipient must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by – (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

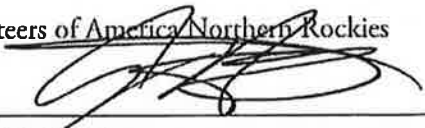
29. Restrictions and Certifications Regarding Nondisclosure Agreements and Related Matters:

The Recipient agrees that it will not require and has not required any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. If the Recipient is requiring or has required its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Subgrantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Subgrantor. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

30. Compliance with 41 USC 4712 (Including Prohibitions on Reprisal; Notice to Employees): The Recipient must comply with, and is subject to, all applicable provisions of 41 USC 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The Recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 USC 4712. Should a question arise as to the applicability of the provisions of 41 USC 4712 to this award, the Recipient is to contact the Subgrantor for guidance.

31. Encouragement of Policies to Ban Text Messaging While Driving: Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages the Recipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes by distracted drivers.

Volunteers of America Northern Rockies


Jeffrey M. Holsinger, Chief Executive Officer

Date

8/4/21

Campbell County


Robert Maul, Chair, Board of County Commissioners

Date

7/20/21

WATERLINE EASEMENT - AMENDED

COMES NOW CAMPBELL COUNTY, 500 S. Gillette Avenue, Suite 1100, Gillette, Wyoming, by and through its Board, hereinafter referred to as GRANTOR, and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the MEANS FIRST EXTENSION WATER AND SEWER DISTRICT, of P.O. Box 1661, Gillette, Wyoming, hereinafter referred to as GRANTEE, a waterline easement in, to and under the following described land:

SEE ATTACHED EXHIBIT "A"

GRANTEE, its agents, employees and assigns, as soon as practicable after the performance of any construction, repair, maintenance or reconstruction shall restore at its own cost all property within the easement granted herein and any adjoining property disturbed during any construction or repair activities, to a neat, presentable, safe and usable condition. The condition of the land after restoration by the GRANTEE, its agents, employees and assigns, as soon as practicable after the performance of any construction, repair, maintenance or reconstruction shall restore at its own cost all property within the easement granted herein and any adjoining property disturbed during any construction or repair activities, to a neat, presentable, safe and usable condition. The condition of the land after restoration by the GRANTEE shall be at least as good as it was before any activities were performed by the GRANTEE. All fill material shall be tamped and compacted according to generally prevailing techniques so that settling and subsidence below the level of adjoining undisturbed land shall not occur.

GRANTOR reserves the right to occupy, use and cultivate said easement for all purposes not inconsistent with the rights granted herein.

GRANTEE shall be at least as good as it was before any activities were performed by the GRANTEE. All fill material shall be tamped and compacted according to generally prevailing techniques so that settling and subsidence below the level of adjoining undisturbed land shall not occur.

GRANTOR reserves the right to occupy, use and cultivate said easement for all purposes not inconsistent with the rights granted herein.

GRANTEE shall hold harmless, indemnify and defend GRANTOR for any loss or damage resulting from GRANTEE'S exercise of its rights, duties and obligations herein.

DATED THIS _____ day of _____, 2021

CAMPBELL COUNTY

ROBERT L. MAUL, CHAIRMAN
CAMPBELL COUNTY BOARD OF COMMISSIONERS

State of Wyoming)

)§

County of Campbell)

The foregoing amended easement was acknowledged before me by ROBERT L. MAUL,
CHAIRMAN of the CAMPBELL COUNTY BOARD OF COMMISSIONERS on this _____ day of
_____, 2021.

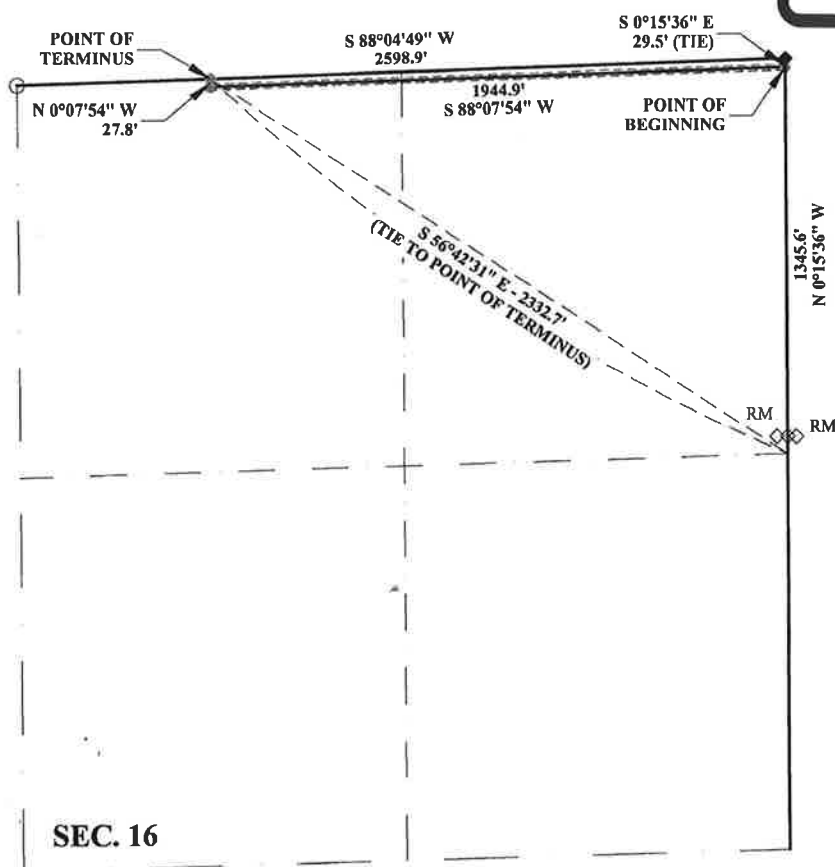
Witness my hand and official seal.

Notarial Officer

My commission expires:

EASEMENT
LAYOUT DETAIL

T 50 N - R 72 W



SEC. 16

Legal Description:

Following is a description for a 20' wide easement being 10 feet on each side of the following described centerline located in the N 1/2 NE 1/4 in Section 16, Township 50 North, Range 72 West, of the Sixth Principal Meridian, Campbell County, Wyoming; said centerline being more particularly described as follows:

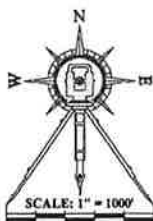
Commencing at the North Sixteenth corner of Sections 16 & 15, said corner being monumented with an Aluminum cap PELS 2395 Reference Monument which bears N 26°53'02" E, a distance of 66.0 feet and an Aluminum cap PELS 2395 Reference Monument which bears N 31°31'02" W, a distance of 68.5 feet, from the True Corner Position; Thence N 0°15'36" W, a distance of 1,345.6 feet, along the East line to the Northeast corner of said Section 16, said corner being monumented with a B.L.M. Brass cap; Thence S 0°15'36" E, a distance of 29.5 feet, to the POINT OF BEGINNING:

Thence S 88°07'54" W, a distance of 1,944.9 feet, to a point; Thence N 0°07'54" W, a distance of 27.8 feet, to a point on the North line of said Section 16, being the POINT OF TERMINUS; from which the North Sixteenth corner of Sections 16 & 15 bears S 56°42'31" E, a distance of 2,332.7 feet:

Said centerline having a total length of 1,972.7 feet, more or less.

OWNER	FOOTAGES	RODS
CAMPBELL COUNTY	1,972.7'	119.56

Land Surveying Incorporated by President Cevin C. Imus, a registered land surveyor in the state of Wyoming, hereby certifies that this plat was made from data collected during an actual survey performed by Aaron Bicknese on March 21, 2001 and that the 20' WIDE WATER LINE EASEMENT is accurately represented on this plat.



LEGEND

B.L.M. BRASS CAP
ALUMINUM CAP, PELS 2395
REFERENCE MONUMENT
CALCULATED POSITION



Prepared For:
DRM INC.
P.O. BOX 1002
GILLETTE, WY 82717

Prepared By:
LAND SURVEYING INCORPORATED
209 N. WORKS AVENUE
GILLETTE, WY 82716



Location:
20' WIDE WATER LINE EASEMENT
(PERMANENT)
LOCATED IN A PORTION OF
N 1/2 NE 1/4,
OF SECTION 16,
T 50 N - R 72 W, OF THE 6TH P.M.,
CAMPBELL COUNTY, WYOMING

P:\2021\DRM, INC\21-039A\DRAWING\21-039A 20210405 CAL\21039A LEGAL SEC 16.DWG		
CREATED BY: CLEPINE	CREATION DATE: 7/23/2021	
REVIEWER: CCI	APPROVED DATE: 7/28/2021	LSI - GILLETTE OFUS
REVISION HISTORY		

CAMPBELL COUNTY
Request for Change of Capital Purchase

Agency Requesting Change: Road & Bridge _____

Description of Original Purchase Item: 3 Belly Dump Trailers and 3 Belly Dump Pups _____

Description of New Purchase Item: 5 Belly Dump Trailers and 5 Belly Dump Pups _____

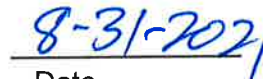
Account Number: 020.7192 _____

Reason for Change: We had approved capital budget for 3 each trailers and pups in FY 20-21 and FY 21-22. Due to timing of purchases and a significant increase in used equipment values we would be able to purchase 5 each in this fiscal year and complete the replacement and update of our fleet (we had originally requested 4 of these in FY20-21 and that had been reduced to 3) and avoid inflationary steel and material price increases (25+percent) that are occurring without any request for additional funding.

Do you intend to purchase the original capital item later this fiscal year? X yes ____ no

If yes, how do you plan to fund the purchase? The purchases would be funded with existing monies in the current line item, there would not be an increase in capital requested.


Signature of Department Head


Date

Approved _____ Disapproved _____

County Commissioner

Date

Reason for Disapproval _____

ROUTING:

Originating Department: Complete and submit to Commissioners

Commissioners Office: Review and return to original to requesting Department; Copy to Budget Officer; Copy to File

**OFFICE**

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

TO: Board of Commissioners
FROM: Extension Office
DATE: 08/24/2021
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$76.00	103.6517.5	Meals & Lodging	103.6283	Meals & Lodging

Explanation:

**OFFICE**

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

TO: Board of Commissioners
FROM: Extension Office
DATE: 08/31/2021
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$50.00	101.6517.2	Staff Development	101.6517.5	Meals and Lodging
\$855.00	102.6282	Airplane, Train, Bus	102.6517.4	Travel & Transportation
\$255.00	102.6517.3	Conf/Seminar Work	102.6517.2	Staff Development
\$500.00	102.6517.5	Meals & Lodging	103.6517.4	Travel & Transportation
\$145.00	102.6282	Airplane, Train, Bus	103.6517.3	Conf/Seminar Work
\$500.00	102.7342	Program Support	103.7343	Program Support
\$1000.00	106.7488	Program Support	106.6283	Meals and Lodging
\$100.00	106.7488	Program Support	106.6517.2	Staff Development
\$250.00	106.6281	Automobile	106.6517.4	Travel & Transportation
\$700.00	106.6517.3	Conf/Seminar Work	106.7488	Program Support

Explanation: Transfers to prepare for upcoming education opportunities and conferences.



MEMORANDUM

TO: Campbell County Commissioners
Bob Maul, Chair

FROM: Library Board of Trustees
Hollie Stewart, Chair

DATE: August 23, 2021

SUBJECT: Line Item Transfer Request

Please make the following line item transfer:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$31,500	713.6022/ 140000	Fulltime – Regular Salaries and Wages	713.6024/ 190000	Parttime – Regular Salaries and Wages

EXPLANATION:

Fulltime – Regular to Parttime – Regular.: Due to reassigned hours, a full time employee is now working a part time schedule.

**OFFICE**

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

TO: Board of Commissioners
FROM: C.C. Parks and Recreation
DATE: 9-2-2021
SUBJECT: Line Item Transfer Request

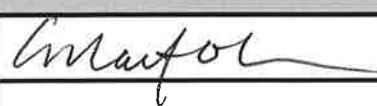
Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$2000.00	7704.6687	Landscaping Sup.	7704.6774	Irrigation Maintenance

Director Approval:

2021-069

POSITION VACANCY JUSTIFICATION

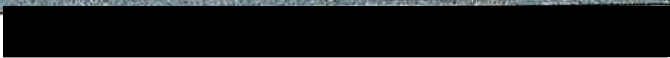
Department:	Public Works / Custodial			Date:	8.13.21		
Position Title: Custodian I							
Classification Band:	101			Current Salary:	\$16.46/hr - \$34,236.80		
Salary Range: \$26,647.90-39,971.85							
Minimum:	\$12.81	Mid-Point:	\$16.01	Maximum:	\$19.22		
Position Justification: Employee Voluntary Termination 05.26.21							
Termed incumbent: [REDACTED]							
Position Originated: Budgeted Position for fiscal year 21/22							
Funding Source for Position:	County	YES		State		WIC Program	
	Federal			Other		(Please explain)	
Classification:	Full Time	YES	Part Time		Number of Hours	2080	
	Exempt		Non-Exempt	x			
Reason for Vacancy:	Replacing Termination		x	New Position			
Existing Budgeted Position:	Yes	x	No		If No, Please explain:		
Benefit Eligible:	Yes	x	No		Please explain:		
Department Head Signature:							
Commissioner Approval:							

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



2019-070

Position Vacancy Justification

Department:	Sheriff's Office		Date:	08/16/2021	
Position Title:	Detention Officer / Deputy Sheriff				
Classification Band / Range:	S01	Current Salary of Incumbent:	\$26.36		
Salary Range:	Min \$24.48	Mid	Max \$30.57		
Justification for Hiring Position:	Filling existing budgeted position.				
Termed Incumbent:					
Position Originated:	Budgeted Position for fiscal year 2021-2022				
Funding Source for Position:	County: Yes	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time Yes	Part-Time	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Termination: X		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date					8/16/2021
Commissioner Approval & Date:					


 8/17/21

SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: Clerk Receiving Department: Clerk

DATE: September 2, 2021

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

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

Dates of absence: Beginning: August 26, 2021 Through: Unknown

Anticipated return: - - -

From: 598663 To: 688010
Employee Number Employee Number


Department Head Approval


Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

- ☐ Currently an FMLA Qualifying Leave
- ☐ Was an FMLA Qualifying Leave


9/2/21

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

For Commission Office Use Only:

Date - Board of Commissioner Action: _____

Approved _____ Disapproved _____ Pending _____

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

The following page(s) contain the backup material for Agenda Item: [9:05 Suicide Prevention Proclamation](#)

*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.

2021 SUICIDE PREVENTION WEEK

RESOLUTION #2090

WHEREAS, suicide is a major public health issue that requires vigilant attention and preventative action, with four (4) deaths by suicide recorded in Campbell County during 2021; and

WHEREAS, each death by suicide directly impacts numerous family members, friends, loved ones, and by extension the entire community; and

WHEREAS, the Campbell County Suicide Prevention Council is committed to raising awareness, providing education and training on suicide prevention, and reducing stigma; and

WHEREAS, County of Campbell is committed to ensuring that those in need have access to services by healthcare providers trained in best practices to reduce suicide risk, and to reducing the stigma associated with using behavioral health treatment or losing a loved one to suicide; and

WHEREAS, Campbell County conducts annual suicide prevention training for community members with dozens of individuals trained last year/to date; and

WHEREAS, no single suicide prevention effort will be sufficient or appropriate for all populations or communities; all are asked to join together and take a stand to help those who are contemplating suicide; and

WHEREAS, September 5th through 11th is recognized across the United States as Suicide Prevention Week and provides the opportunity to educate oneself about warning signs and how best to help those most in need;

NOW, THEREFORE, BE IT PROCLAIMED, that the Campbell County Board of Commissioners do hereby proclaim the week of September 5th through 11th, 2021 as "Suicide Prevention Week" in Campbell County. We call upon all members of our county to support efforts that increase community awareness, understanding, and action to prevent suicide in Campbell County and across our nation.

PROCLAIMED this 8th day of September 2021.

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

Robert Maul, Chairman

Rusty Bell

D.G. Reardon

Del Shelstad

Colleen Faber

ATTEST: _____
Susan F. Saunders, County Clerk

The following page(s) contain the backup material for Agenda Item: [9:10 Vietnam Wall Proclamation](#)

*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.

VIETNAM WALL PROCLAMATION

RESOLUTION NO. 2091

WHEREAS, the Vietnam War was the longest war in United States history at the time, resulting in the loss of more than 58,000 men and women, whose names are forever inscribed in black granite at the National Vietnam Veteran's Memorial; and

WHEREAS, those who have their names etched in black granite in a memorial of honor include 119 Wyoming soldiers; and

WHEREAS, upon the conclusion of their service, Vietnam veterans returned home to a country deeply divided over the war. Their service was not met with gratitude and pride, but with protests and disrespect; and

WHEREAS, there are over 16,500 Wyoming Vietnam veterans in the State of Wyoming that have contributed greatly to the fields of business, art, medicine, science, technology and government service; and

WHEREAS, Wyoming's Vietnam veterans and their families sacrificed much, asked for little and are deserving of our utmost respect and dedicated support; and

WHEREAS it is our duty to honor the men and women who served in Vietnam, risking their lives in service to their country far away from their homes here in Wyoming;

NOW, THEREFORE, BE IT PROCLAIMED by the Board of Campbell County Commissioners that all citizens of Campbell County shall each day of every month of every year remember the great sacrifices made by those who served, honor all those who served and endeavor to reach out in respectful thanks to all those who served in the Vietnam War.

PROCLAIMED this 8th day of September 2021.

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

Robert Maul, Chairman

Rusty Bell

D.G. Reardon

Del Shelstad

Colleen Faber

ATTEST: _____
Susan F. Saunders, County Clerk

The following page(s) contain the backup material for Agenda Item: [9:15 Contract for Services, Cowboy State Games](#)

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

**CONTRACT FOR SERVICES AGREEMENT
COWBOY STATE GAMES
Fiscal Year 2021-2022**

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and Cowboy State Games, 1810 S. Douglas Highway, Ste. A, Gillette, Wyoming, (hereafter, "CONTRACTOR").

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

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

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, in an amount not to exceed \$5,000 during the term of this agreement for the services outlined below.

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

Responsibilities of Contractor: CONTRACTOR shall:

1. Provide amateur athletic events.
2. Submit to the County an annual financial statement and program statistics, with specific detail on how County funds are being expended to the Office of Commissioners, 500 S. Gillette Avenue, Suite 1100, Gillette, WY 82716. All submitted documentation must be approved by the CONTRACTOR Board and signed by the Board Chairman.
3. Submit to the COUNTY a copy of your annual financial compilation, review, or audit when completed.

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

Miscellaneous Provisions:

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

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

Signatures:

CAMPBELL COUNTY

Bob Maul, Chairman
Board of Commissioners

Date

ATTEST:

Susan F. Saunders, County Clerk

COWBOY STATE GAMES

Luke Bennett, President

Date

The following page(s) contain the backup material for Agenda Item: [9:20 Contract for Services, Gillette Main Street](#)

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

**CONTRACT FOR SERVICES AGREEMENT
GILLETTE MAIN STREET
Fiscal Year 2021-2022**

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and Gillette Main Street, P.O. Box 7256, Gillette, Wyoming, (hereafter, "CONTRACTOR").

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

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

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, in an amount not to exceed a total of \$500 to assist in the costs of Boo Fest.

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

Miscellaneous Provisions:

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

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

Signatures:

CAMPBELL COUNTY

Bob Maul, Chairman
Board of Commissioners

Date

ATTEST:

Susan F. Saunders, County Clerk

GILLETTE MAIN STREET

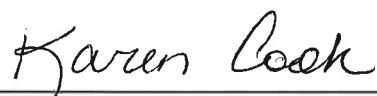


Josh Pierce, President
Board of Directors



Date

ATTEST:



Karen Cook, Treasurer

The following page(s) contain the backup material for Agenda Item: [9:25 Contract for Services, Boys & Girls Club](#)

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

**CONTRACT FOR SERVICES AGREEMENT
BOYS AND GIRLS CLUB OF CAMPBELL COUNTY
Fiscal Year 2021-2022**

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and Boys and Girls Club of Campbell County, 410 Lakeside Dr., Gillette, Wyoming, (hereafter, "CONTRACTOR").

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

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

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of \$37,500 for the services outlined below.

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

Responsibilities of Contractor: CONTRACTOR shall:

1. Reimbursement up to \$37,500 to provide scholarships for individuals unable to pay to participate in CONTRACTOR'S programming. An itemized accounting for each child participating must accompany the invoice for reimbursement which included eligibility.

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

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

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

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

5. Ensure all Board Members attend a board training workshop once during their Board term.

Miscellaneous Provisions:

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

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

Signatures:

CAMPBELL COUNTY

Bob Maul, Chairman
Board of Commissioners

Date

ATTEST:

Susan F. Saunders, County Clerk

BOYS AND GIRLS CLUB OF CAMPBELL COUNTY

Mary Lou Tate, Chairman
Board of Directors

Date

ATTEST:

Brittney Bell, Secretary

The following page(s) contain the backup material for Agenda Item: [9:30 Contract for Services, Salvation Army](#)

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

**CONTRACT FOR SERVICES AGREEMENT
THE SALVATION ARMY, A CALIFORNIA CORPORATION
Fiscal Year 2021-2022**

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and The Salvation Army, a California Corporation, P.O. Box 161, Gillette, Wyoming, (hereafter, "CONTRACTOR").

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

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

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of \$9,600 for food for food pantry.

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

Responsibilities of Contractor: CONTRACTOR shall:

1. Submit to the Campbell County CARE Board a monthly financial statement and program statistics, with specific detail on how County funds are being expended for County residents. All reports and supporting documentation are due to the CARE Board by the 5th of each month in care of: Campbell County Office of the Commissioners, 500 S. Gillette Avenue, Suite 1100, Gillette, WY 82716. All submitted documentation must be approved by your Board and signed by the Board Chairman.
2. Submit to the COUNTY a copy of your previous year's annual financial compilation, review, or audit when completed.
3. Participate in an annual compliance monitoring visit with the CARE Board.

4. Ensure all board members attend a board training workshop during their term of service.

Miscellaneous Provisions:

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

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

Signatures:

CAMPBELL COUNTY

Bob Maul, Chairman
Board of Commissioners

Date

ATTEST:

Susan F. Saunders, County Clerk

THE SALVATION ARMY, A CALIFORNIA CORPORATION

BY: _____

Date

TITLE: _____

The following page(s) contain the backup material for Agenda Item: [9:35 Contract for Services, Health Care Foundation](#)

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

**CONTRACT FOR SERVICES AGREEMENT
CAMPBELL COUNTY HEALTHCARE FOUNDATION
Fiscal Year 2021-2022**

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and Campbell County Healthcare Foundation, 300 South Burma Avenue, Gillette, Wyoming, (hereafter, "CONTRACTOR").

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

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

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of an invoice the sum of \$4,000. during the term of this agreement for the service outlined below.

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

Responsibilities of Contractor: CONTRACTOR shall:

1. Acquire and provide vaccine and related supplies to deliver vaccine to Campbell County youth.
2. Submit to Campbell County an annual financial statement and program statistics, with specific detail on how County funds are being expended for County residents. By the 13th of March 2022, please submit all reports and documentation to: Campbell County Office of Commissioners, 500 S. Gillette Avenue, Suite 1100, Gillette, WY 82716. All submitted documentation must be approved by the CONTRACTOR Board and signed by the Board Chairman.

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

Miscellaneous Provisions:

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

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

Signatures:

CAMPBELL COUNTY

Bob Maul, Chairman
Board of Commissioners

Date

ATTEST:

Susan F. Saunders, County Clerk

Campbell County Healthcare Foundation



~~Karen Clarke, Past President and VIP member~~
Board of Directors **EMILY ARTHUR,**
TREASURER

July 13, 2021
Date

ATTEST:



Nachele McGrath
Executive Director

The following page(s) contain the backup material for Agenda Item: [9:40 Contract for Services, Gillette College](#)

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

**CONTRACT FOR SERVICES AGREEMENT
NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT – GILLETTE COLLEGE
Fiscal Year 2021-2022**

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and Northern Wyoming Community College District on behalf of- Gillette College, 300 West Sinclair, Gillette, Wyoming, (hereafter, "CONTRACTOR").

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

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

Payment: The COUNTY shall reimburse the CONTRACTOR quarterly, upon receipt of a detailed invoice and accurate supporting documentation, an amount not to exceed a total of \$636,228 during the term of this agreement for the services outlined below in paragraph 1 and reimbursement of up to \$15,000 for services set out in paragraph 2.

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

Responsibilities of Contractor: CONTRACTOR shall:

1. Recruit and retain faculty at Gillette College and maintain Gillette campus facilities.
2. Memberships for veterans to Area 59.
3. Submit to the County a monthly financial statement and program statistics, with specific detail on how County funds are being expended. By the 5th of each month all reports and documentation are due to the Campbell County Office of Commissioners,

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

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

Miscellaneous Provisions:

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

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

Signatures:

CAMPBELL COUNTY

Bob Maul, Chairman
Board of Commissioners

Date

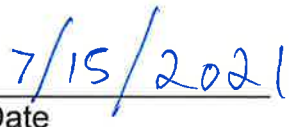
ATTEST:

Susan F. Saunders, County Clerk

NWCCD – GILLETTE COLLEGE



Walter Tribley, President
Northern Wyoming Community College District



Date

ATTEST:



Janell Oberlander, Gillette College Vice President

The following page(s) contain the backup material for Agenda Item: [9:45 Board Appointments, Employee Recognition Committee](#)

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



MEMORANDUM

...from H.R./Risk Management

TO: Campbell County Board of Commissioners
Daniel Reardon, Chair
Rusty Bell
Del Shelstad
Robert Maul
Colleen Faber

FROM: Melissia Kershner
HR/Risk Management Generalist

DATE: September 7, 2021

SUBJECT: Employee Recognition Committee Appointment

The Campbell County Employee Recognition Committee is comprised of eight members from different departments within the County. The eight members currently serve staggered three-year terms. One term was recently vacated by Brooke Ekstrom on June 30, 2021. The committee has a new nomination from Public Health to fill the vacancy.

A nomination has been submitted for:

Amanda Wells by Jane Glaser, Public Health

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



MEMORANDUM

...from H.R./Risk Management

TO: Campbell County Board of Commissioners
Daniel Reardon, Chair
Rusty Bell
Del Shelstad
Robert Maul
Colleen Faber

FROM: Melissia Kershner
HR/Risk Management Generalist

DATE: September 7, 2021

SUBJECT: Employee Recognition Committee Appointment

The Campbell County Employee Recognition Committee is comprised of eight members from different departments within the County. The eight members currently serve staggered three-year terms. One term was recently vacated by Keenan Mumm on June 30, 2021. The committee has a new nomination from Juvenile Services to fill the vacancy.

A nomination has been submitted for:

Dawn Livesay by Jim Lyon, Jr.

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



MEMORANDUM

...from H.R./Risk Management

TO: Campbell County Board of Commissioners
Daniel Reardon, Chair
Rusty Bell
Del Shelstad
Robert Maul
Colleen Faber

FROM: Melissia Kershner
HR/Risk Management Generalist

DATE: September 7, 2021

SUBJECT: Employee Recognition Committee Appointment

The Campbell County Employee Recognition Committee is comprised of eight members from different departments within the County. The eight members currently serve staggered three-year terms. One term was recently vacated by Sara Kuhbacher on June 30, 2021. The committee has a new nomination from the Library to fill the vacancy.

A nomination has been submitted for:

Sarah Marrington by Terri Lesley.

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

The following page(s) contain the backup material for Agenda Item: [9:50 Agriculture Equipment Bids](#)

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

**OFFICE**

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

Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

Robert Maul, Chairman
Rusty Bell
D.G. Reardon
Del Shelstad
Colleen Faber

MEMORANDUM

TO: Campbell County Board of Commissioners

FROM: Anthony Langone, Fleet Manager

RE: FY 2021/22 Agricultural Tractor Recommendations

Date: September 1, 2021

This year Campbell County sent out for bid, requests for 2 Agricultural Tractors for Public Land Board. On August 7th, 2021 bids were posted on the county web site and advertised over the following 3 weeks in the Gillette News Record. I also hand delivered bids to our local vendors. I received 9 sealed bids on September 1st from 3 vendors. Below are all the bids returned with a * next to my recommendations. These recommendations are based upon availability. Prices listed below are per unit with trade in.

Grossenburg Implement (Sundance)

John Deere 4066 M			\$ 35,600.00
6-8 months out	65hp	with trade in	<u>\$ 30,600.00</u>
John Deere 6155 M			\$ 151,925.00
75 days out	155hp	with trade in	<u>\$ 101,925.00</u>
(no ballast)			

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.

Stotz Equipment (Evansville)

John Deere 5065 E			\$ 39,433.22
30 days out	67hp	with trade in	\$ 34,433.22 *
(no transmission oil heater)			

John Deere 6155 M			\$ 143,325.06
8-9 months out	155hp	with trade in	\$ 112,325.06

John Deere 4066 M			\$ 36,818.00
6 months out	65hp	with trade in	\$ 31,818.00

Titan Machinery (Gillette)

Case IH Maxxum 150 AD8			\$ 149,131.38
7 days out	145hp	with trade in	\$ 97,651.88 *

Case IH Maxxum 150 AD4			\$ 139,765.07
90-120 days out	145hp	with trade in	\$ 88,285.07

Case IH Farmall 75 A			\$ 40,444.84
90 days out	74hp	with trade in	\$ 32,444.84
(not new, Demo unit 100 hours)			

Case IH Farmall 75 A			\$ 42,131.84
30-240 days out	74hp	with trade in	\$ 34,131.84

The following page(s) contain the backup material for Agenda Item: [9:55 Cox Simple Subdivision](#)

*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 8th, 2021 Meeting

SUBJECT: Cox Simple Subdivision Request

Case Number: 21.03.CRSD

Summary:

The applicant has requested to subdivide a 39.41-acre parcel into two parcels, a 19.42-acre tract and a 19.99-acre tract.

Current Zoning: None

Proposed Zoning: None Required--Outside of the Joint Planning Boundary

Background:

The applicants Edward and Peggy Cox applied for a Simple Subdivision back in April of this year. The Planning Commission heard their case at the regularly scheduled Planning Commission meeting held on May 20th, 2021. The Planning Commission identified seven (7) Planning Considerations that needed to be addressed before final approval by the Board of Commissioners. (Ref. Exhibit 'A' Planning Commission Case Notes and Minutes)

Planning Commission Recommendation:

The Planning Commission unanimously approved the request provided that the Planning Considerations were satisfied.

Findings of Fact:

On and around August 26, 2021, the applicants' agent provided all necessary documents satisfying all Planning Considerations as listed below: (Ref. Exhibit 'B')

1. Sealed, original Record of Survey & Application. Provided.
2. Book & Page number listed on Record of Survey. Provided.

3. Verification of lot line/access point(s) to lots created. Provided—each lot to have its' own access.
4. Verify closure on Parcel 2. Corrected.
5. Legal descriptions must match the Record of Survey. Corrected.
6. Record of Plat cosmetic changes (non-binding information). Corrected.
7. Owners & Encumbrance Report, Consent to Subdivide, and publishers' affidavit. All provided.

Exhibits:

- Exhibit 'A' Planning and Zoning Case Sheet and Meeting Minutes (Pgs. 3-24)
- Exhibit 'B' Planning Consideration Documents (Pgs. 25-43)

Staff Recommendation:

Staff recommends approval of the Cox Simple Subdivision, Case Number 21.03.CRSD.

ENCLOSURE 2

21.03 CRS COX SIMPLE SUBDIVISION

500 South Gillette Avenue
Suite 1400
Gillette, Wyoming 82716



Public Works Department
(307) 685-8061
(307) 687-6349 Fax

**Cox
Simple Subdivision**

May 14, 2021

Planning Commissioners Meeting
May 20, 2021

Board of Commissioners Meeting

Applicant: Edward & Peggy Cox

Case Number: 21.03 CRSD

Agent: Doyle Surveying

Summary: The applicant is proposing to subdivide 39.41-acres into two parcels, a 19.42-acre tract and a 19.99-acre tract.

Legal Description: Part of the NW $\frac{1}{4}$, Section 24, T52N, R73W

Location: The property is located on the east side of N Highway 14-16, approximately 11-miles north of the City of Gillette. It is directly east of the Green Valley Subdivision.

Current Zoning: Unzoned

Proposed Zoning: Unzoned – No zoning required outside the Joint Plan Boundary

Existing Land Use: Existing residential home

Adjacent Land Use: North: Residences on larger tracts (UZ)
South: Vacant grasslands (UZ)
East: Vacant grasslands (UZ)
West: Vacant grasslands (UZ)

Water Source: Individual Wells

Wastewater: Individual Septic Systems

Planning Considerations:

1. Sealed, original Record of Survey & Application
2. Provide the book & page reference for the easement providing access to this property. Must be a recorded easement, at least 40' in width to the public road (N Highway 14-16).
3. Verify the intent of the property line location
 - a. Are they intending to allow the northern most parcel to also utilize the existing driveway?
 - b. If so, a share access easement via separate instrument needs to be recorded and referenced on the Record of Survey
4. Verify the closure on Parcel 2 and ensure the legal description matches the Record of Survey. (Appears that it should be NE not NW, with NE it closes, with NW it doesn't close by 23'+-)
5. The legal descriptions should match the Record of Survey.
 - a. In both descriptions, certain bearings are reversed.
 - b. The legal descriptions should read clockwise in order
6. Various cosmetic changes:
 - a. Show the bearing & monuments referenced
 - b. Label each parcel as 1 and 2
 - c. Label each legal description with the correct parcel number
7. Standard Planning Considerations:
 - a. Updated Owners & Encumbrance Report (not less than three months old)
 - b. Consent to Subdivide (if applicable)
 - c. Publisher's Affidavit

Staff Recommendation: Staff recommends APPROVAL of the proposed Simple Subdivision, pending completion of all planning considerations.

Planning Commission Recommendation:

SIMPLE SUBDIVISION APPLICATION
ISOLATED PARCEL (35+ ACRES) RECORD OF SURVEY DIVISION
SUBDIVISION PERMIT

Applicant Information

Name of Applicant: <u>Edward E. and Peggy Cox</u>	
Applicant Phone Number: _____	Applicant Fax Number: _____
Applicant Mailing Address: <u>9253 N US HWY 14-16 N. 1, Gillette, WY 82716</u>	
Applicant Email Address: _____	
Relationship of Applicant to Property:	☐ Owner ☐ Tenant ☐ Lessee ☐ Other

Agent Information

Name of Authorized Agent (if applicable): _____	
Agent Phone Number: _____	Agent Fax Number: _____
Agent Mailing Address: _____	
Agent Email: _____	

The applicant requests to receive correspondence from the Planning Department regarding any submittals received or changes made regarding this application.

 Applicant

 Date

INFORMATION REQUIRED FOR REVIEW:

1. Legal Description of Area: Part of NW 1/4 Section 24, T52N, R73W.
2. Parcel to be divided is a quarter of a quarter section, or, if larger than a quarter of a quarter section, is less than seventy acres.

Total Proposed Area for this Subdivision: 39.41 Acres

3. Parcel is surrounded by land owned by others than the applicant.
4. Parcel is being divided into two (2) tracts
5. Parcel sizes both exceed ten (10) acres in size:

Parcel 1: 19.42 Acres

Parcel 2: 19.99 Acres

Landowner's Certification:

The above or foregoing subdivision of NW 1/4 Sec 25, T52N, R73W as appears on the attached Record of Survey, is made with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and that this is a correct survey of the area as it is divided into two parcels;

That ingress and egress and utility easements have been provided to each parcel by binding and recordable easements of not less than forty (40).

There will be no proposed domestic water source, public sewage disposal system or public maintenance of streets or roads. Maintenance of streets or roads will be the responsibility of the lot owners.

Landowner acknowledges that parcels created under this section shall not be eligible for further subdivision under the reduced minimum requirements provided by this section.

Executed this _____ day of _____ A.D., _____ by

Owner

Owner

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

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

Notary Public

My Commission Expires:

SEAL

CERTIFICATE OF APPROVAL – CAMPBELL COUNTY PLANNING COMMISSION:

The foregoing Subdivision Application dated _____, 20 ____, by _____
and the attached Record of Survey dated _____, 20 ____, is approved by the Campbell County
Planning Commission this _____ day of _____, 20 ____, A.D.

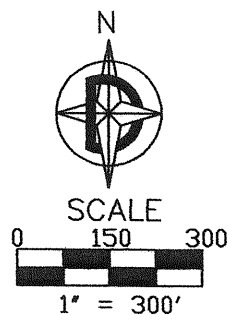
Chairman of the Planning Commission

Attest:

Clerk of the Planning Commission

APR 12 2021

Record of Survey
A PART OF
NW¹/₄ SECTION 24
T52N, R73W, 6th P.M.
Campbell County, Wyoming



NW CORNER
SECTION 24
FOUND BLM
BRASS CAP

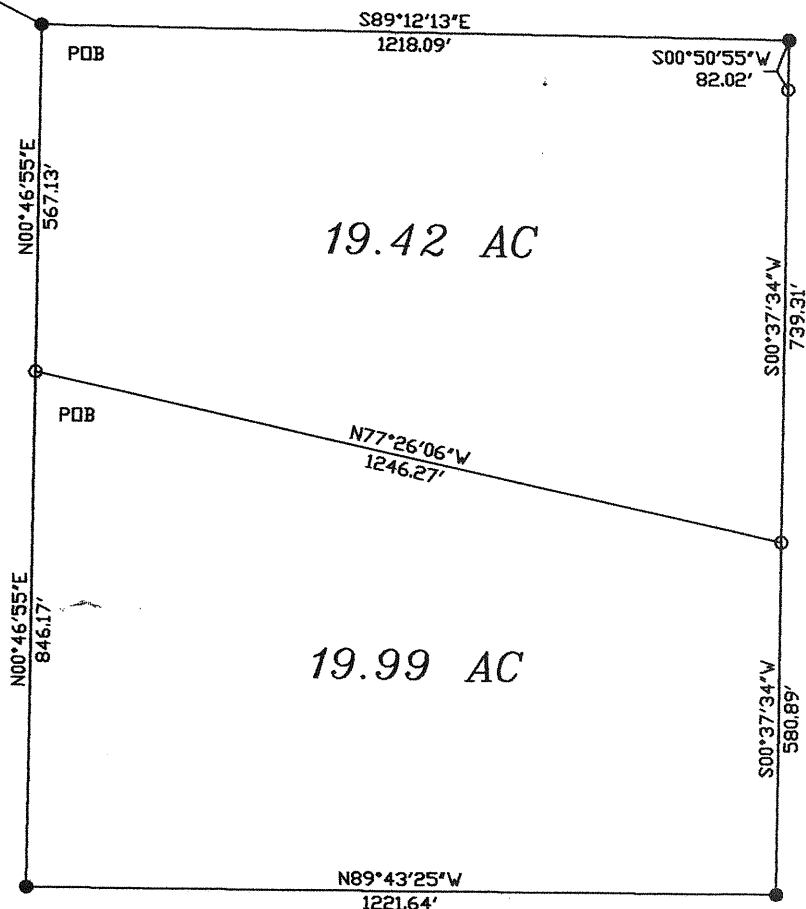
N62°27'34"W
1410.39'



LEGEND

- FOUND CORNER MONUMENT
- SET STEEL REBAR W/
ALCAP MARKED "RLS 2333"

BASIS OF BEARING
PREVIOUS PLATTING AND
FOUND MONUMENTS
BK 5 OF PLATS/ PG 218



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 month of March, 2021, and that said survey is accurately represented on this plat and is set out on the ground as shown hereon.

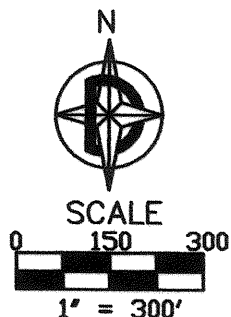
PREPARED BY:
DOYLE SURVEYING, INC.
801 E. Fourth St., Ste 15
Gillette, WY 82716
PH: (307) 686-2410

DATE OF PREPARATION:
3-25-2021

PREPARED FOR:
Edward E & Peggy Cox
9253 N US HWY 14-16 NO 1
Gillette, WY 82716

APR 8 2021

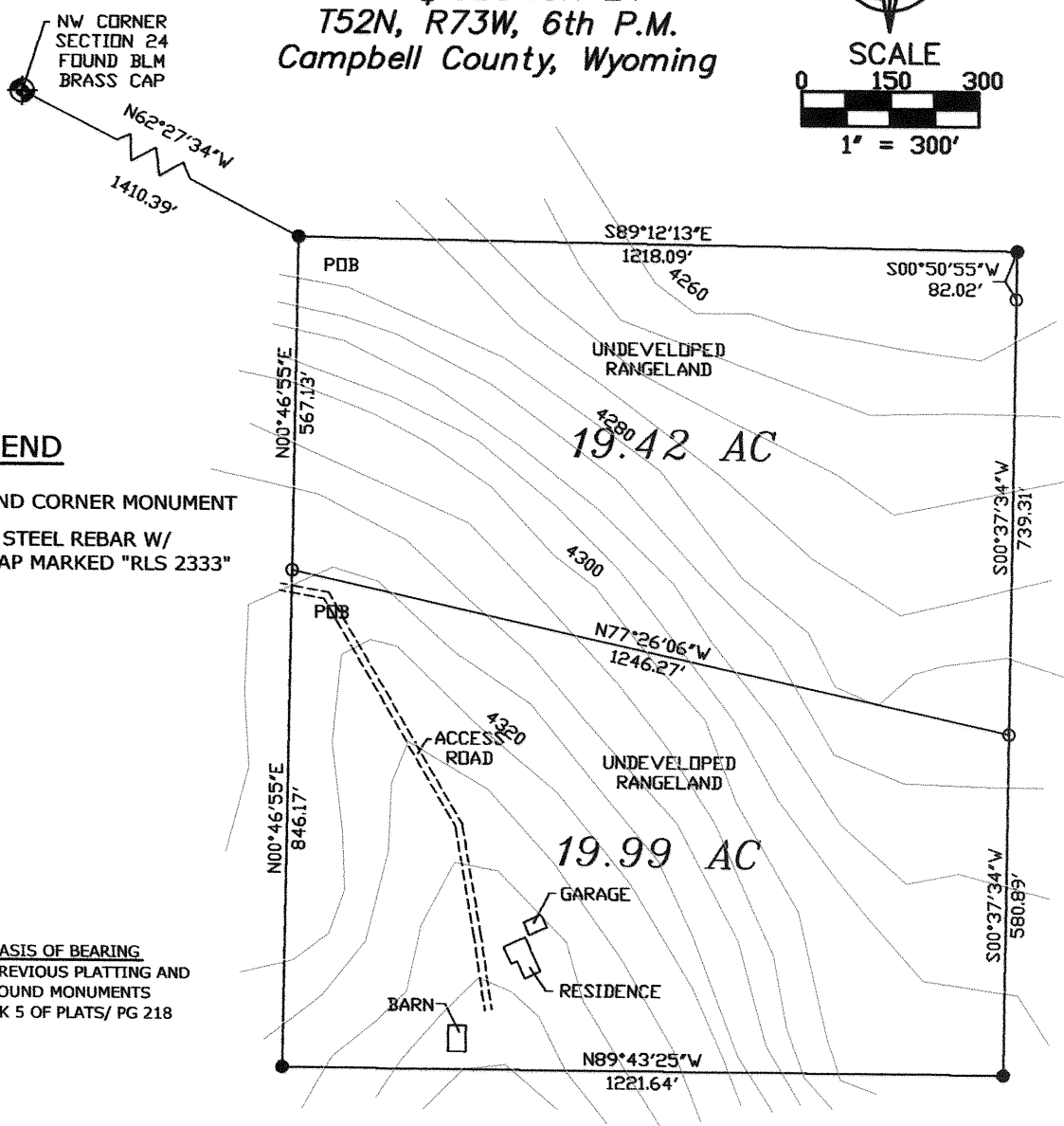
Site Plan
A PART OF
NW $\frac{1}{4}$ SECTION 24
T52N, R73W, 6th P.M.
Campbell County, Wyoming



LEGEND

- FOUND CORNER MONUMENT
- SET STEEL REBAR W/
ALCAP MARKED "RLS 2333"

BASIS OF BEARING
PREVIOUS PLATTING AND
FOUND MONUMENTS
BK 5 OF PLATS/ PG 218



PREPARED BY:
DOYLE SURVEYING, INC.
801 E. Fourth St., Ste 15
Gillette, WY 82716
PH: (307) 686-2410

DATE OF PREPARATION:
3-25-2021

PREPARED FOR:
Edward E & Peggy Cox
9253 N US HWY 14-16 NO 1
Gillette, WY 82716

LAND DESCRIPTION

A tract of land being a portion of the NW1/4 of Section 24, Township 52 North, Range 73 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Commencing at the Northwest section corner of said Section 24;
Thence S62°27'34"E a distance of 1410.39 feet;
thence S00°46'55"W a distance of 567.13 feet to the TRUE POINT OF BEGINNING;
thence S77°26'06"E a distance of 1246.27 feet;
thence S00°37'34"W a distance of 580.89 feet;
thence N89°43'25"W a distance of 1221.64 feet;
thence N00°46'55"E a distance of 846.17 feet to the POINT OF BEGINNING.

Said tract of land contains 19.99 acres, more or less, subject to all rights, restrictions, reservations, and/or easements of sight and record.

APR 2 2001

LAND DESCRIPTION

A tract of land being a portion of the NW1/4 of Section 24, Township 52 North, Range 73 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Commencing at the Northwest section corner of said Section 24;
Thence S62°27'34"E a distance of 1410.39 feet to the TRUE POINT OF BEGINNING;
thence S00°46'55"W a distance of 1413.30 feet;
thence S89°43'25"E a distance of 122.64 feet;
thence N00°37'34"E a distance of 1320.20 feet;
thence N00°50'55"E a distance of 82.02 feet;
thence N89°12'13"W a distance of 1218.09 feet to the POINT OF BEGINNING.

Said tract of land contains 39.41 acres, more or less, subject to all rights, restrictions, reservations, and/or easements of sight and record.

APR 26 2021

LAND DESCRIPTION

A tract of land being a portion of the NW1/4 of Section 24, Township 52 North, Range 73 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Commencing at the Northwest section corner of said Section 24;
Thence S62°27'34"E a distance of 1410.39 feet to the TRUE POINT OF BEGINNING;
thence S00°46'55"W a distance of 567.13 feet;
thence S77°26'06"E a distance of 1246.27 feet;
thence N00°37'34"E a distance of 739.31 feet;
thence N00°50'55"E a distance of 82.02 feet;
thence N89°12'13"W a distance of 1218.09 feet to the POINT OF BEGINNING.

Said tract of land contains 19.42 acres, more or less, subject to all rights, restrictions, reservations, and/or easements of sight and record.

APR 26 2021





714653

Book 1410 of Photos, Page 230

WARRANTY DEED

This Instrument Filed for Record on the	
_____ day of _____, 19____ at _____ o'clock _____ M.	
and Recorded in Book _____ of _____	
Page _____	
No. _____	County Clerk

_____ Gene L. Palmer and Glenda J. Palmer,
 _____ husband and wife
 grantor _____ s., of _____ Campbell _____ County, and State
 of _____ Wyoming _____, for and in consideration of _____ Ten dollars and other good and
 _____ valuable considerations _____ DOLLARS
 in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO _____
 _____ Edward E. Cox and Peggy Cox,
 _____ husband and wife
 grantee _____ s., of _____ Campbell _____ County and State of _____ Wyoming
 the following described real estate, situate in _____ Campbell _____ County and State
 of Wyoming, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

APR 8 2021

Grantee's Address: P.O. Box 1294
 Gillette, Wyoming 82717-1294

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

WITNESS _____ our _____ hand _____ s. this _____ 27 _____ day of _____ December _____, 19 _____ 96

Attest Seal:



 Gene L. Palmer

 Glenda J. Palmer

STATE OF _____ Wyoming _____
 COUNTY OF _____ Campbell _____ } ss.

The foregoing instrument was acknowledged before me by _____ Gene L. Palmer and Glenda J. Palmer _____

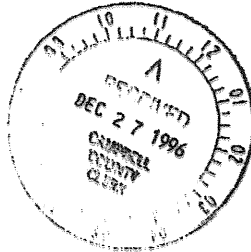
this _____ 27 _____ day of _____ December _____, 19 _____ 96

Witness my hand and official seal.

My Commission expires: _____

 Wendy Gross

 Title of Officer



STATE OF WYOMING }
Campbell County }

Filed for record this 27th day of December A.D. 19 96 at 11:18 o'clock A. M. and recorded in Book 1410
of Photos on page 230-231 Fees \$ 8.00
Donna Saunders By Patricia A. Spaulding
County Clerk and Ex-Officio Register of Deeds RECORDED
ABSTRACTED
INDEXED
CHECKED

A tract of land located in the NW $\frac{1}{4}$ of Section 24, Township 52 North, Range 73 West of the 6th P.M., Campbell County, Wyoming and being more particularly described as follows:

Beginning at a point from which the NW corner of said Section 24 bears N.62°46'40"W. a distance of 1410.27 feet, said point being a "Rumph" aluminum survey cap; thence S.89°31'19"E. along the south boundary of a parcel of land, described in "Memorandum for Sale" and located in Book 797 of Photos, on page 252, for a distance of 1217.99 feet to a "Rumph" aluminum survey cap, said point being located on the easterly boundary of the "Farnell Ranch Survey Plat" recorded in Plat Book #4 on page 185; thence S.0°31'49"W. along said easterly boundary "Farnell Ranch Survey Plat" for a distance of 82.01 feet to a "Rumph" plastic survey marker; thence S.0°18'28"W. continuing along said easterly boundary "Farnell Ranch Survey Plat" for a distance of 1320.09 feet to the SE corner of said plat; said point being "Rumph" plastic survey marker; thence S.89°57'29"W. along the south boundary of said "Farnell Ranch Survey Plat" for a distance of 1221.64 feet to a point marked by a "Davis" survey marker; thence N.0°28'05"E. for a distance of 1413.18 feet to the Point of Beginning.

Name	Mailing Address	Mailing C	Mailin	Mailing Zip
Kiewit Mining Properties Inc Attn: Real Estate Dept	1000 Kiewit Plaza	Omaha	NE	68131
Gerald M Morel	16 Sunrise Ln	Gillette	WY	82716
Brian & Cheryl Michels	23 Bluff Blvd	Gillette	WY	82716
Sheila I Esquibel	9253 N Hwy 14-16 Unit 3B	Gillette	WY	82716
Edward E & Peggy Cox	9253 N US Highway 14-16 NO 1	Gillette	WY	82716
Joslyn Mary Jo Revocable Trust	9269 N US Highway 14-16	Gillette	WY	82716

PUBLISHER'S AFFIDAVIT

NOTICE IS HEREBY GIVEN THAT EDWARDHE. AND PEGGY COX, CAMPBELL COUNTY, WYOMING HAS APPLIED FOR A PERMIT TO SUBDIVIDE PARTS OF THE NW1/4 OF SECTION 25, TOWNSHIP 52 NORTH, RANGE 73 WEST OF THE SIXTH P.M., CAMPBELL COUNTY, WYOMING. A FINAL PLAT WILL BE REVIEWED AT THE MAY 20, 2021 CAMPBELL COUNTY PLANNING COMMISSION MEETING AT 7:00 P.M. IN THE CAMPBELL COUNTY COMMISSIONER'S CHAMBERS. 500 SOUTH GILLETTE AVENUE, GILLETTE, WYOMING. THE PLAT CAN BE REVIEWED AT THE OFFICE OF THE CAMPBELL COUNTY PLANNING AND ZONING DIVISION, 500 SOUTH GILLETTE AVENUE, SUITE 1500, GILLETTE, WYOMING.

APH 8 2021

MEMBERS PRESENT

Bob Jordan, Vice Chair
Harry Averett, Member
Kurt Siebenaler, Member

MEMBERS ABSENT

Marc Matlick, Member
Todd Hildebrand, Chairman

STAFF MEMBERS PRESENT

Megan Nelms, Planner and Zoning Administrator
Clark Melinkovich, Staff Engineer & County Recorder

The meeting was brought to order at 7:00 p.m. Chairman Hildebrand was not present, so Commissioner Jordan filled in as Chairman.

Approval of Minutes

Commissioner Jordan called for a motion to approve the minutes from the April 15, 2021 County Planning Commission meeting. Harry Averett motioned; Kurt Siebenaler seconded. All voted aye. Motion carried.

**Case No. 21.02 CRSD – HD Reynolds Simple Subdivision
Harry & Diana Reynolds/Doyle Surveying**

Commissioner Jordan introduced the case and asked staff to present. Megan Nelms presented the case, and recommended approval of the subdivision request, pending completion of all planning considerations.

Commissioner Jordan asked if there were any public comments received for the case. There were none. Commissioner Siebenaler stated the Record of Survey doesn't show Reynolds Road completely across the most southernly parcel. He asked if it was a right of way or an easement. Megan confirmed that they were talking about the 60' access easement for Reynolds Road. Commissioner Siebenaler asked if it continues clear to the West. Megan stated she wasn't sure and that it was part of Consideration #3, providing us with the book and page reference; so as soon as we get that for the easement for Kenworth Drive, and if needed, Reynolds Road we would be able to plot it and see if it does extend further to the West. Commissioner Siebenaler asked to add that to the consideration. He also asked if it would be beneficial to label these two parcels. Megan stated that yes, they do need to be labeled and it should be added to the considerations.

Commissioner Jordan then asked if any of the Commissioners had any other questions or comments on the case? There were none.

With that, Commissioner Jordan asked for a motion. Commissioner Siebenaler moved to approve case number 21.02 CRSD, HD Reynolds Simple Subdivision, pending completion of all planning considerations. Commissioner Averett seconded.

Voting was as follows:

Bob Jordan	Yes
Kurt Siebenaler	Yes
Harry Averett	Yes
Motion Carried	3/0.

**Case No. 21.03 CRSD – Cox Simple Subdivision
Edward & Peggy Cox / Doyle Surveying**

Commissioner Jordan introduced the case and asked staff to present. Megan Nelms then presented the case, and recommended approval of the zoning request, pending completion of all planning considerations.

Commissioner Jordan asked if there were any public comments received for the case? Megan stated there were none.

Commissioner Jordan asked if any of the Commissioners had any other questions or comments on the case? There were none.

With that, Commissioner Jordan asked for a motion. Commissioner Averett moved to approve case number 21.03 CRSD, Cox Simple Subdivision. Commissioner Siebenaler seconded.

Voting was as follows:

Bob Jordan	Yes
Kurt Siebenaler	Yes
Harry Averett	Yes
Motion Carried	3/0

**Case No. 21.01 COMP Dove Creek Subdivision Minor Final Plat
Dove Creek Properties / Josh Pierce & Bear Lodge Engineering**

Commissioner Jordan introduced the case and asked staff to present. Megan Nelms presented the case and recommended approval of the request pending completion of all planning considerations. Ms. Nelms did note that she had received a revised plat just prior to this meeting and so the case sheet had not been updated to reflect that. All Commissioners had been given a copy.

Commissioner Jordan asked if there were any public comments received for the case? Ms. Nelms stated there were not.

Commissioner Jordan asked if any of the Commissioners or any audience members had any other questions or comments on the case. Mr. Pierce stated there had been several updates since the planning considerations had been drafted. He stated that one of their concerns was with lot 4 (or Lot R on the old plat). He stated that they would like to keep that as a 5-acre lot. When the property was being purchased the gentleman currently living there had requested to retain that 5-acres, and they fenced it off in an agreement with him and that was actually part of why this whole subdivision came about, to give the gentleman his 5-acres. There was a survey done previously, but apparently it was never filed, so technically Dove Creek Properties still owns his land. They are trying to get him his land back and those 5-acres had just gone off the corner posts from his current fence line.

Additionally, the Southern fence line is below the legal property line. Because of this they are maintaining that this will still wind up being a flag lot. Commissioner Siebenaler asked if there was a way to reconfigure the lines and still end up with 5-acres. Glenn Wise (owner of Dove Creek Properties) approached. He said that when he originally purchased the property, they went to the gentleman still living there and measured and fenced off his five acres. The previous owners were supposed to complete ownership transfer prior to Dove Creek purchasing the property, but that did not happen. Therefore, Dove Creek ended up purchasing the entire 90-acres, instead of 85-acres, and they are doing their best to get the ownership transferred back to the gentleman in question. Mr. Wise noted that it would just be a cost burden on them and that the owner wanted the 5-acres as originally fenced.

Commissioner Jordan stated that the Commission is always concerned with flag lots. Mr. Wise said that he is using the property to give opportunities to his employees to purchase a parcel of land at a reasonable rate. He also stated that the employees that are currently interested in purchasing this land are all good with how the parcels are divided.

Commissioners Jordan and Averett voiced their concern over future property owners and whether they would contest the fence line placement. Commissioner Averett confirmed with Mr. Pierce and Mr. Wise that they would not have a problem with future owners if they wanted to move the fence line to the legal property line. Commissioner Averett asked if the potential buyers of the Lots 1-3 were planning on putting homes on the lots.

Mr. Pierce stated that was the case with Lots 1 & 2, and that the potential buyer of Lot 3 was aware that a home would have to be placed on the north end, because it does have property on the flood plain. Commissioner Jordan voiced concern about future buyers of Lot 3 not being aware of the flood plain restriction and having a very small spot to put a home, outbuilding and septic system. Mr. Wise noted that they had already built up a pad on that lot to ensure proper drainage. Mr. Pierce stated that most potential buyers would be using a bank and/or realtor and they would most likely pull up the FEMA flood map when looking at the property and therefore the buyer would be aware.

Commissioner Jordan voiced another concern with public right-of-way access. Mr. Pierce asked if it had to be a public right-of-way, or could it be an easement dedicated to the public, which is their preference. Commissioner Jordan deferred to Ms. Nelms regarding the question of public access right-of-way and an easement dedicated to the public. She stated that the planning staff had visited with the applicant and recommended that they hold firm to the right-of-way and take that all the way to the end of the property line; not necessarily build another road, but just to be sure that odd sliver on the North side is not left out. Commissioner Siebenaler asked for confirmation that this was a requirement of the subdivision process. Ms. Nelms affirmed that in the Chapter 6 rules, public access easements are not allowed. Ms. Nelms conceded that they all agree it is a “unique” property, but states that Staff is firm on their recommendation that there is a dedicated right-of-way all the way to the property line.

Mr. Pierce noted that they were essentially backed into a corner with their only options being either build the road in a new spot, at the costs of tens of thousands of dollars, or extend the existing road from a 60-foot road to an approximately 150-foot road. He proceeded to ask if there were any other solutions. Commissioner Siebenaler asked if the applicants know the owner of the property to the North and would they be interested in purchasing the small sliver of land and incorporating it into their property.

Commissioner Jordan asked for any additional suggestions or comments. Commissioner Averett noticed that closer to the interstate there is another access coming off the Adon Road and asked if that was a right-of-way. Mr. Pierce noted that it was for a well that was located there.

Commissioner Jordan asked if they should wait to decide until the property to the North has sold. Mr. Pierce asked that if the Commission’s proposal is for the applicant to visit with the buyer/seller of the property to the North to see if they were interested in purchasing that additional sliver of land, would that result in the need to be resurveyed and how would that process look? Ms. Nelms stated that they could potentially do a boundary-line adjustment and that would be between the applicant and the new owner to the North as to the cost. Or if the new owner was interested in a subdivision, possibly going together on that project.

Resolution reached is to have Dove Creek work on the right-of-way and sliver of land with the new owners to the North and in return, they get to keep their flag lot. Mr. Wise agreed that they could pursue this avenue. Ms. Nelms stated that Staff was in favor of

Page 5

tabling this proposal until the next meeting, which would give Staff and Commissioners a chance to review the changes that were submitted just prior to the meeting, as well as to give the applicants time to visit with the new owners of the property to the North. Mr. Pierce asked if he would have to readvertise in the newspaper and Ms. Nelms said he would not.

Commissioner Jordan asked for a motion to table this case. Commissioner Siebenaler moved to table the case and Commissioner Averett seconded.

Voting was as follows:

Bob Jordan	Yes
Kurt Siebenaler	Yes
Harry Averett	Yes

Motion Carried	3/0
----------------	-----

**Case No. 21.02 COZ Dove Creek Subdivision Zoning
Dove Creek Properties / Josh Pierce & Bear Lodge Engineering**

Ms. Nelms stated that with the Dove Creek Final Plat case being tabled, the zoning case will be held until next meeting.

Case No. 21.01 SA Proposed Amendments to Chapter 6 Subdivision Regulations

Commissioner Jordan introduced the case and asked Staff to present an overview. Ms. Nelms stated that Staff has finalized the amendments to Chapter 6 and these are being completed in conjunction with updates to the Chapter 4 Rules Regulating Construction. These mostly consisted of requirements for community water systems that were removed from Chapter 4 as they were already in Chapter 6. There are also some minor revisions to definitions to provide clarity and ease of use. The Board of County Commissioners put the amendments out for a 45-day public comment period and a public hearing has been set for July 7, 2021. An open house was held on May 19th and an additional open house will be held on May 27th at the library at 6pm. Per State Statue the Planning Commission shall review and recommend the amendments to the Chapter 6 Subdivision Regulations for approval to the Board of County Commissioners. With that, Staff recommends that the Planning Commission recommend approval. There were no attendees in the audience to comment.

Commissioner Jordan asked if there were any comments or questions from the Board. There were none. Commissioner Jordan asked for a motion to approve the amendments. Commissioner Siebenaler motioned. Commissioner Averett seconded.

Voting was as follows:

Bob Jordan	Yes
------------	-----

Kurt Siebenaler	Yes
Harry Averett	Yes

Motion Carried	3/0
----------------	-----

New Business:

Ms. Nelms stated that the next meeting would be June 17th, 2021. She also stated that there are two positions on the Planning Commission coming open. Commissioner Jordan's position will be open for renewal as well as Commissioner Matlick's position.

Adjournment

There being no further business to come before the Board, Commissioner Jordan adjourned the meeting at 8:03 p.m.

Chairman Hildebrand, Planning Commission Chairman
wb

NOTE: Campbell County Planning Commission meeting minutes contain a summary of discussions and are not intended to be verbatim.

per 8/23

CONSENT TO SUBDIVIDE

COMES NOW, Security State Bank, who is the holder and real party of interest in the documents entitled Mortgage, recorded 08 January 2021 in Book 3324, Page 1 between Edward E and Peggy Cox, husband and wife and Security State Bank

For the following described property;

Part of the NW1/4 Section 24, Township 50 North, Range 73 West of the Sixth P.M., Campbell County, Wyoming

Hereby consent to the subdivision by Edward E. and Peggy Cox, husband and wife for the following described property, to-wit:

Part of the NW1/4 Section 24, Township 50 North, Range 73 West of the Sixth P.M., Campbell County, Wyoming

I hereby agree that to the best of my knowledge binding arrangements have been made to assure purchasers of any part of the subdivision that upon full payment of the purchase price a deed can and will be delivered conveying merchantable title subject only to noted reservations or restrictions of record and free of encumbrances not specifically assumed by the purchasers, subject only to a proportionate share of such taxes and assessments thereon

DATED this 7 day of July, 2021

[Signature] as Senior Vice President (Title) for Security State Bank

STATE OF)

) ss

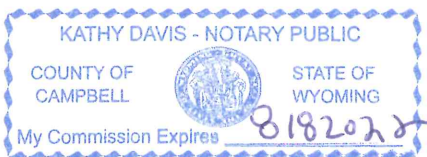
COUNTY OF)

The foregoing instrument was acknowledged before me this 7th day of July, 2021 by Tyler Watts,
(Title) Senior Vice Pres for Security State Bank

Witness my hand and official seal

[Signature]

My commission expires: 8/18/2022



Rec'd 8/2/21

SIMPLE SUBDIVISION APPLICATION
ISOLATED PARCEL (35+ ACRES) RECORD OF SURVEY DIVISION
SUBDIVISION PERMIT

Applicant Information

Name of Applicant: <u>Edward E & Peggy Cox</u>	
Applicant Phone Number: <u>682-1976</u>	Applicant Fax Number:
Applicant Mailing Address: <u>9253 N. US Hwy 14-16 No. 1</u>	
Applicant Email Address: <u>Western Services @ vch.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>682-5054</u>
Agent Mailing Address: <u>801 E 4th St., Ste. 15, Gillette, WY 82716</u>	
Agent Email: <u>dls @ vch.com</u>	

The applicant requests to receive correspondence from the Planning Department regarding any submittals received or changes made regarding this application.

Edward E Cox Peggy Cox 7/23/21
Applicant Date

INFORMATION REQUIRED FOR REVIEW:

1. Legal Description of Area: Part NW 1/4 Section 24, T52N, R73W
2. Parcel to be divided is a quarter of a quarter section, or, if larger than a quarter of a quarter section, is less than seventy acres.

Total Proposed Area for this Subdivision: 39.4 Acres

3. Parcel is surrounded by land owned by others than the applicant.
4. Parcel is being divided into two (2) tracts
5. Parcel sizes both exceed ten (10) acres in size:

Parcel 1: 19.42 Acres

Parcel 2: 19.99 Acres

Landowner's Certification:

The above or foregoing subdivision of NW 1/4 T52N, R73W Part Section 24, T52N, R73W as appears on the attached Record of Survey, is made with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and that this is a correct survey of the area as it is divided into two parcels;

That ingress and egress and utility easements have been provided to each parcel by binding and recordable easements of not less than forty (40).

There will be no proposed domestic water source, public sewage disposal system or public maintenance of streets or roads. Maintenance of streets or roads will be the responsibility of the lot owners.

Landowner acknowledges that parcels created under this section shall not be eligible for further subdivision under the reduced minimum requirements provided by this section.

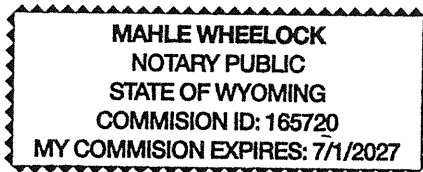
Executed this 30 day of July A.D., 2021 by

Edward E Cox
Owner

Peggy A Cox
Owner

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing Subdivision Application was acknowledged before me by Mahe Wheelock
this 30th day of July, 2021.



Mahe Wheelock
Notary Public

My Commission Expires:

SEAL

CERTIFICATE OF APPROVAL – CAMPBELL COUNTY PLANNING COMMISSION:

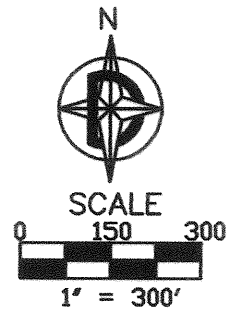
The foregoing Subdivision Application dated _____, 20____, by _____
and the attached Record of Survey dated _____, 20____, is approved by the Campbell County
Planning Commission this _____ day of _____, 20____, A.D.

Chairman of the Planning Commission

Attest:

Clerk of the Planning Commission

Site Plan
A PART OF
NW $\frac{1}{4}$ SECTION 24
T52N, R73W, 6th P.M.
Campbell County, Wyoming

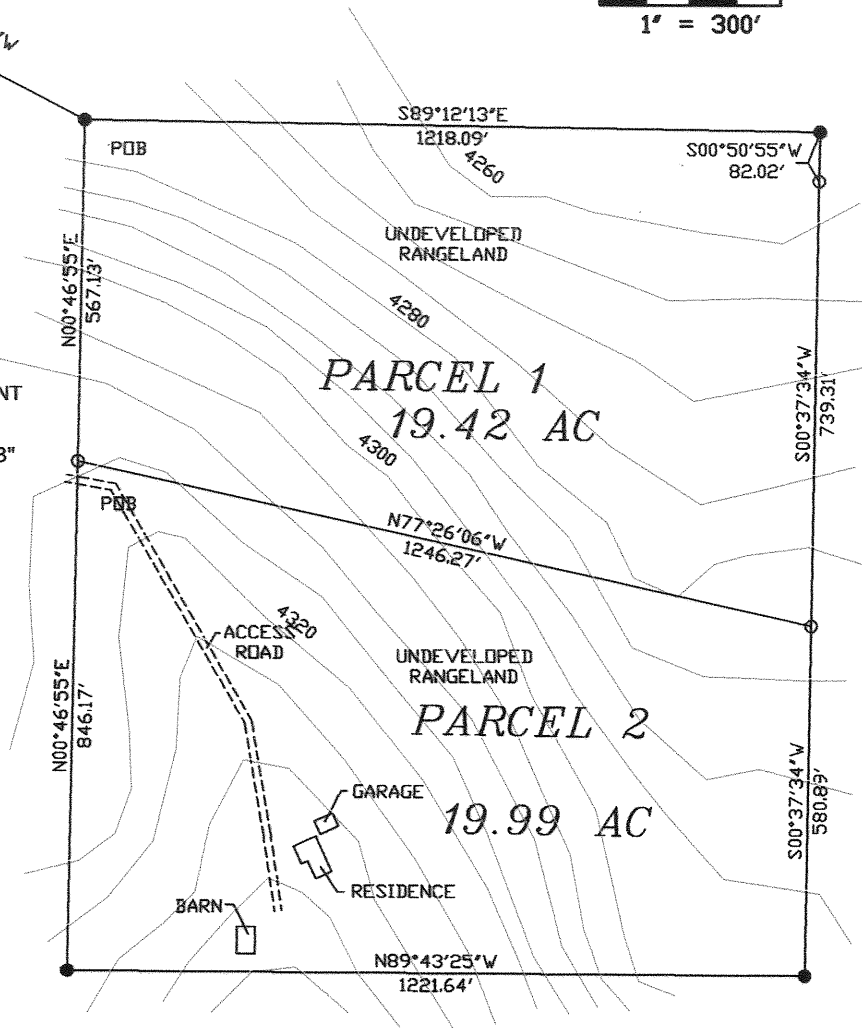


NW CORNER
SECTION 24
FOUND BLM
BRASS CAP
N62°27'34"W
1410.39'

LEGEND

- FOUND CORNER MONUMENT
- SET STEEL REBAR W/
ALCAP MARKED "RLS 2333"

BASIS OF BEARING
PREVIOUS PLATTING AND
FOUND MONUMENTS
BK 5 OF PLATS/ PG 218



PREPARED BY:
DOYLE SURVEYING, INC.
801 E. Fourth St., Ste 15
Gillette, WY 82716
PH: (307) 686-2410

DATE OF PREPARATION:
3-25-2021
REV 5-18-21

PREPARED FOR:
Edward E & Peggy Cox
9253 N US HWY 14-16 NO 1
Gillette, WY 82716

LAND DESCRIPTION
PARCEL 1

A tract of land being a portion of the NW1/4 of Section 24, Township 52 North, Range 73 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Commencing at the Northwest section corner of said Section 24;
Thence S62°27'34"E a distance of 1410.39 feet to the TRUE POINT OF BEGINNING;
thence S89°12'13"E a distance of 1218.09 feet
thence S00°50'55"W a distance of 82.02 feet;
thence S00°37'34"W a distance of 739.31 feet;
thence N77°26'06"W a distance of 1246.27 feet;
thence N00°46'55"E a distance of 567.13 feet to the POINT OF BEGINNING.

Said tract of land contains 19.42 acres, more or less, subject to all rights, restrictions, reservations, and/or easements of sight and record.

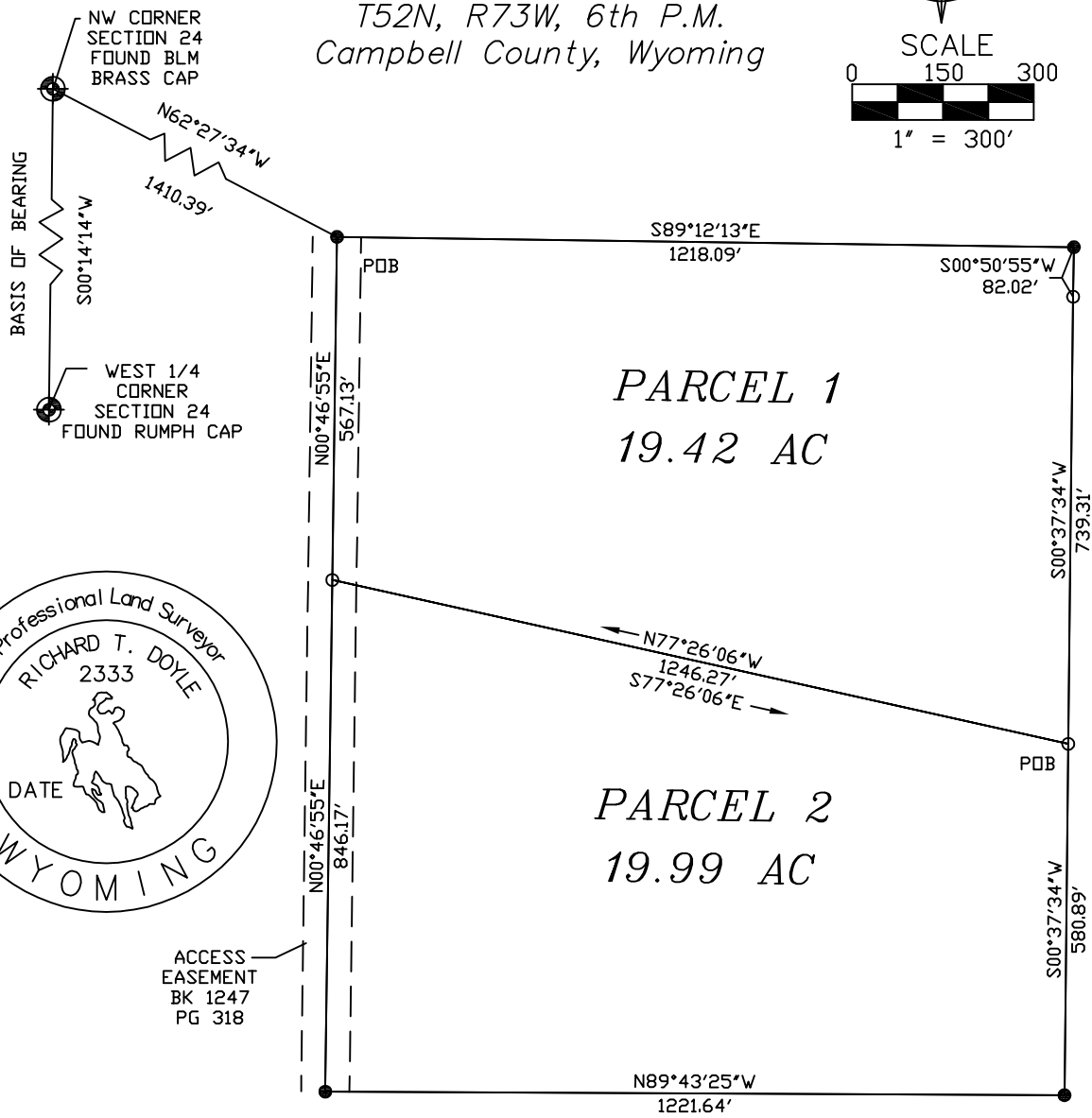
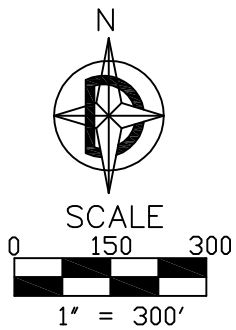
LAND DESCRIPTION
PARCEL 2

A tract of land being a portion of the NW1/4 of Section 24, Township 52 North, Range 73 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Commencing at the Northwest section corner of said Section 24;
Thence S62°27'34"E a distance of 1410.39 feet;
thence S89°12'13"E a distance of 1218.09 feet
thence S00°50'55"W a distance of 82.02 feet;
thence S00°37'34"W a distance of 739.31 feet to the TRUE POINT OF BEGINNING;
thence S00°37'34"W a distance of 580.89 feet;
thence N89°43'25"W a distance of 1221.64 feet;
thence N00°46'55"E a distance of 846.17 feet;
thence S77°26'06"E a distance of 1246.27 feet;
to the POINT OF BEGINNING.

Said tract of land contains 19.99 acres, more or less, subject to all rights, restrictions, reservations, and/or easements of sight and record.

Record of Survey
A PART OF
NW¹/₄ SECTION 24
T52N, R73W, 6th P.M.
Campbell County, Wyoming



LEGEND

- FOUND CORNER MONUMENT
- SET STEEL REBAR W/
ALCAP MARKED "RLS 2333"

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 month of March, 2021, and that said survey is accurately represented on this plat and is set out on the ground as shown hereon.

PREPARED BY:
DOYLE SURVEYING, INC.
801 E. Fourth St. ,Ste 15
Gillette, WY 82716
PH: (307) 686-2410

DATE OF PREPARATION:
3-25-2021
REV 5-18-21

PREPARED FOR:
Edward E & Peggy Cox
9253 N US HWY 14-16 NO 1
Gillette, WY 82716

AFFP

Notice- Subdivision Permit

Affidavit of Publication

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

Ann Kennedy Turner, being duly sworn, says:

That she is Publisher of the The Gillette News Record, a daily newspaper of general circulation, printed and published in Gillette, Campbell County, Wyoming; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

April 13, 2021, April 20, 2021

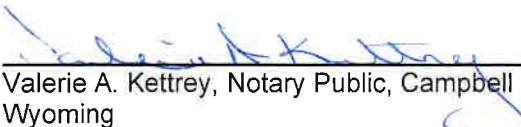
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Publisher

Subscribed to and sworn to me this 20th day of April 2021.



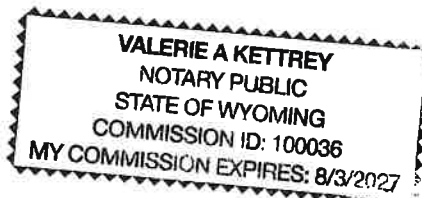
Valerie A. Kettrey, Notary Public, Campbell County,
Wyoming

My commission expires: August 03, 2027

Publication Fees: \$ 120.76

NOTICE OF
APPLICATION
FOR SUBDIVISION
PERMIT

NOTICE IS HEREBY GIVEN THAT EDWARD AND PEGGY COX, CAMPBELL COUNTY, WYOMING HAS APPLIED FOR A PERMIT TO SUBDIVIDE PARTS OF THE NW1/4 OF SECTION 25, TOWNSHIP 52 NORTH, RANGE 73 WEST OF THE SIXTH P.M., CAMPBELL COUNTY, WYOMING. A FINAL PLAT WILL BE REVIEWED AT THE MAY 20, 2021 CAMPBELL COUNTY PLANNING COMMISSION MEETING AT 7:00 P.M. IN THE CAMPBELL COUNTY COMMISSIONER'S CHAMBERS. 500 SOUTH GILLETTE AVENUE, GILLETTE, WYOMING. THE PLAT CAN BE REVIEWED AT THE OFFICE OF THE CAMPBELL COUNTY PLANNING AND ZONING DIVISION, 500 SOUTH GILLETTE AVENUE, SUITE 1500, GILLETTE, WYOMING.
April 13, 20, 2021



00032991 00367301

Edward/Peggy Cox
9253 N. Highway 14-16 No. 1
Gillette, WY 82716



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-II Informational Notes

File No.	Liability	Fee	Reference	Guarantee No.
970851GI	\$1,000.00	\$200.00		SG 08013888

The following is provided for informational purposes and is not part of the Assurances given under this Guarantee:

The status of real property taxes is as follows:

Tax ID# /Notice #	2021 1st Half Tax Status	2020 2nd Half Tax Status
<u>30051</u> /	In the Amount of \$498.77 are Paid	In the Amount of \$498.76 are Payable

We recommend that the person responsible for closing this verify this tax information prior to closing.

*Real Estate Taxes are payable as follows

*If making one payment: Due on or before December 31.

*If making two payments: First half payable September 1 and delinquent November 10;
second half due March 1 and delinquent May 10.



FACTS		WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.	

Reasons we can share your personal information	Does Old Republic Title Share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your accounts(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates.
What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the

		"Other important information" section below for your rights under state law.		
Definitions				
Affiliates		Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>		
Non-affiliates		Companies not related by common ownership or control. They can be financial and non-financial companies. • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>		
Joint marketing		A formal agreement between non-affiliated financial companies that together market financial products or services to you. • <i>Old Republic Title doesn't jointly market.</i>		
Affiliates Who May Be Delivering This Notice				
American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement , LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				



Guarantee

SG 08013888

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

Old Republic National Title Insurance Company, a Florida corporation, herein called the Company
GUARANTEES

the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued through the Office of:

Gillette Title Services, Inc.

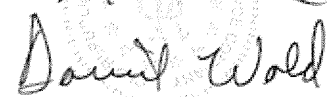
Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

By  President
Attest  Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.

(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title

to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

- (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to this Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

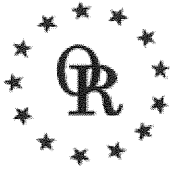
Schedule A

File No.	Liability	Fee	Reference	Guarantee No.
970851GI	\$1,000.00	\$200.00		SG 08013888

1. Name of Assured: Doyle Land Survey
2. Date of Guarantee: 04/01/2021 at 7:30 A.M.
3. The estate or interest in the land hereinafter described is: Fee Simple.
4. Title to said or estate or interest at the Date hereof is vested in:
Edward E Cox and Peggy Cox, husband and wife
5. The land referred to in this Guarantee is situated in the County of Campbell, State of Wyoming and is described as follows:

A tract of land located in the NW¼ of Section 24, Township 52 North, Range 73 West of the 6th P.M., Campbell County, Wyoming, and being more particularly described as follows:

Beginning at a point from which the NW corner of said Section 24 bears N62°46'40"W a distance of 1410.27 feet, said point being a "Rumph" aluminum survey cap; thence S89°31'19"E along the south boundary of a parcel of land, described in "Memorandum of Sale" and located in Book 797 of Photos, page 252, for a distance of 1217.99 feet to a "Rumph" aluminum survey cap, said point being located on the easterly boundary of the "Parnell Ranch Survey Plat" recorded in Plat Book #4 on page 185; thence S0°31'49"W along said easterly boundary "Parnell Ranch Survey Plat" for a distance of 82.01 feet to a "Rumph" plastic survey marker; thence S0°18'28"W continuing along said easterly boundary "Parnell Ranch Survey Plat" for a distance of 1320.09 feet to the SE corner of said plat; said point being "Rumph" plastic survey marker; thence S89°57'29"W along the south boundary of said "Parnell Ranch Survey Plat" for a distance of 1221.64 feet to a point marked by a "Davis" survey marker; thence N0°28'05"E for a distance of 1413.18 feet to the Point of Beginning.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-I Exceptions/Recorded Documents

File No.	Liability	Fee	Reference	Guarantee No.
970851GI	\$1,000.00	\$200.00		SG 08013888

As of the Date of this Guarantee, the following exceptions reference all recorded documents which may affect title to the herein described land:

1. Right of way, including terms and conditions contained therein:
Granted To: McCulloch Gas Transmission Company and Sinclair Oil & Gas Company
For: Pipeline(s) and incidental purposes
Recorded: 8 October 1968
Recording Information: Book 154 of Photos, page 146
2. Boundary Agreement by and between Reginald Parnell and Mildredd Parnell, et al and Consolidation Coal Company, et al appearing of record in Book 559 of Photos, Page(s) 100, records of Campbell County, Wyoming.
3. Record of Survey - Parnell Ranch appearing of record on 16 October 1981 in Book 3 of Plats, Page(s) 146.
4. Corrected Plat Record of Survey - Parnell Ranch appearing of record on 28 August 1984 in Book 4 of Plats, Page(s) 185.
5. Record of Survey appearing of record on 28 August 1984 in Book 4 of Plats, Page(s) 186.
6. Easement, including the terms and conditions contained therein:
Granted By: S & R Land Company
Granted To: Mountain States Telephone and Telegraph
For: Construction, operation and maintenance of communication facilities.
Recording Information: 21 December 1984 in Book 785 of Photos, page 264
7. Dependent Resurvey of Township 52 North, Range 73 West, of the Sixth Principal Meridian, Wyoming by United States Department of the Interior, Bureau of Land Management, recorded 2 October 1985 as Instrument No. 571856.
8. Right of way, including terms and conditions contained therein:
Granted To: The Public
For: Ingress, egress and incidental purposes
Recorded: 30 June 1993
Recording Information: Book 1247 of Photos, page 318
9. Record of Survey appearing of record on 29 November 1993 in Book 5 of Plats, Page(s) 218.

10. Surface Use Agreement referenced in Affidavit of Devon Energy Production Company, LPO appearing of record on 22 July 2002 in Book 1772 of Photos, Page(s) 632.
11. All rights, titles or interests in minerals of any kind, oil, gas, coal or other hydrocarbons and the consequences of the right to mine or remove such substances including, but not limited to express or implied easements and rights to enter upon and use the surface of the land for exploration, drilling or extraction related purposes. (This commitment/policy does not purport to disclose documents of record pertaining to the above referenced rights).
12. Mortgage dated 14 December 2020, to secure an original indebtedness of \$80,000.00, and any other amounts and/or obligations secured thereby.
Recorded: 8 January 2021, in Book 3324 of Photos, page 1
Mortgagor: Edward E Cox and Peggy Cox, husband and wife
Mortgagee: Security State Bank

The following page(s) contain the backup material for Agenda Item: [10:00 Fortner Simple Subdivision](#)

*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 8th, 2021 Meeting

SUBJECT: Fortner Simple Subdivision Request

Case Number: 21.05.CRSD

Summary:

The applicant is proposing to subdivide 37.16-acres into two equal sized 18.58-acres tracts. The property is located at the intersection of Fairview Road and Sherard Road, current address of 633 Fairview Road.

Current Zoning: Unzoned

Proposed Zoning: None Required--Outside of the Joint Review Area

Background:

The applicants Miles and Jessica Fortner applied for a Simple Subdivision in July. The Planning Commission heard their case at the regularly scheduled Planning Commission meeting held on August 19th, 2021. The Planning Commission identified two (2) Planning Considerations that needed to be addressed before final approval by the Board of Commissioners. (Ref. Exhibit 'A')

Planning Commission Recommendation:

The Planning Commission unanimously approved the request provided that the Planning Considerations were satisfied.

Findings of Fact:

The applicant has met the two Planning Considerations as required. The items provided are as follows:

1. Updated Access Easement. As stipulated by the Planning Commission, the access easement for the properties has been enlarged.
2. Water Line / Shared Well Access Easement and Agreement. The applicant has provided the necessary documents for the required Water Line and Shared Well Access Easement and Agreement and will execute and record them upon approval by the Board of Commissioners.

Exhibits:

- Exhibit 'A' Planning and Zoning Case Sheet and Meeting Minutes (pgs. 3-36)
- Exhibit 'B' Planning Consideration Documents (pgs. 37-42)

Staff Recommendation:

Staff recommends approval of the Fortner Simple Subdivision, Case Number 21.05.CRSD.

ENCLOSURE 1

21.05.CRSD

FORTNER SIMPLE SUBDIVISION

500 South Gillette Avenue
Suite 1400
Gillette, Wyoming 82716



Public Works Department
(307) 685-8061
(307) 687-6349 Fax

Fortner Simple Subdivision

August 12, 2021

Planning Commissioners Meeting
August 19th, 2021

Board of Commissioners Meeting

Applicant: Miles Fortner

Case Number: 21.05 CRSD

Agent: Sheila Slocum, PCA Engineering, Inc.

Summary: The applicant is proposing to subdivide 37.16-acres into two parcels, an 18.58-acre tract and an 18.58-acre tract.

Legal Description: SW1/4 NW1/4 of Section 25, T49N, R71W of the 6th P.M., Campbell County

Location: The property is located at the intersection of Fairview Road and Sherard Road, current address of 633 Fairview Road.

Current Zoning: Unzoned

Proposed Zoning: Unzoned – Not required outside of the Joint Review Area

Existing Land Use: Residential, Agricultural.

Adjacent Land Use: North: Agricultural (UZ)
South: Agricultural (UZ)
East: Residential Zoned R-R
West: Agricultural (UZ)

Water Source: Shared Well

Wastewater: Individual Septic Systems

Exhibits:

- Application and Site Plan (pgs. 5-7)
- Neighbor Letter and Recipient List (pgs. 8-10)
- Publishers Affidavit (pgs. 11-12)
- Record of Survey (pg. 13)
- Exhibit 'A' Access Easement (pg. 14)
- Legal Description North Parcel (pg. 15)
- Legal Description South Parcel (pg. 16)
- Title Guarantee (pgs. 17-23)
- Warranty Deeds (pgs. 24-27)
- Email Correspondence re: Shared Well / Road and Bridge Access License (pgs. 28-29)

Planning Compliance / Simple Subdivision:

- Chapter 6 Subdivision Regulations Sections 6.8(a)-(c). The submittal meets the minimum requirements including lot sizes, zoning, comprehensive plan, right-of-way access, and compatibility with the surrounding area.
- Section 6.8(d) Survey Requirements. The Record of Survey submittal includes all required information.
- Section 6.8(e) Supplemental Requirements.
 - a. Site plan-OK
 - b. Topography on 5' contours—Not applicable for this project
 - c. Title Report—OK
 - d. Consent to Subdivide—Not applicable—No encumbrances exist
 - e. Publishers Affidavit—OK
 - f. Approach permit—in process
 - g. Copy of deed—Provided
 - h. Existing or Proposed Covenants—None

Planning Considerations:

1. Exhibit 'A' Access Easement: Upon approval by the Planning Commission, the applicant will record Exhibit 'A' Access Easement and provide book and page number that will be included on the Record of Survey before recording.

2. Water Line / Shared Well Access Easement and Agreement: Upon approval by the Planning Commission, the applicant will record a shared well access easement and agreement recorded with book and page number that will be included on the Record of Survey before recording. (Ref. Ch. 6 Section 6.8(e)(i)(c).)

Staff Recommendation: Staff recommends approval of the proposed Fortner Simple Subdivision, pending completion of the planning considerations.

Planning Commission Recommendation:

Applicant Information

Agent Information

The above or foregoing subdivision of portion of the SW1/4NW1/4 of Section 25, T49N, R71W of the 6th P.M., Campbell County, Wyoming as appears on the attached Record of Survey, is made with the free consent, and in accordance with the desire of the undersigned owners and proprietors, and that this is a correct survey of the area as it is divided into two parcels;

That ingress and egress and utility easements have been provided to each parcel by binding and recordable easements of not less than forty (40).

There will be no proposed domestic water source, public sewage disposal system or public maintenance of streets or roads. Maintenance of streets or roads will be the responsibility of the lot owners.

Landowner acknowledges that parcel created under this section shall not be eligible for further subdivision under the reduced minimum requirements provided by this section.

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

Owner

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

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

Notary Public
My Commission Expires:

CERTIFICATE OF APPROVAL - CAMPBELL COUNTY PLANNING COMMISSION:

The foregoing Subdivision Application dated _____, 20 ____, by _____
_____ and the attached Record of Survey dated _____, 20 ____,
is approved by the Campbell County Planning Commission this _____ day of
_____, 20 ____, A.D.

Chairman of the Planning Commission

Attest:

Clerk of the Planning Commission

SUBDIVISION PERMIT APPROVAL - CAMPBELL COUNTY BOARD OF COMMISSIONERS

The foregoing Subdivision Application dated _____, 20 ____, by _____
_____ and the attached Record of Survey dated _____, 20 ____,
is approved by the Board of Commissioners in and for the County of Campbell, State of Wyoming,
this _____ day of _____, 20 ____, A.D.

Chairman of the Board

Attest:

Clerk of the Board



BASIS OF BEARING: WYOMING STATE PLANE GRID,
NAD83, EAST ZONE (4901)

A PORTION OF THE
SW1/4NW1/4 OF
SECTION 25,
T49N, R71W, OF THE
6TH P.M.,
CAMPBELL COUNTY,
WYOMING

FOR:
MILES FORTNER
GILLETTE, WYOMING 82716
(307) 660-0513
Project No. 213895.013
Scale: 1" = 300'
Drawn By: SMS
Date: JULY, 2021

DEPARTMENT OF PUBLIC WORKS

Building & Planning Division

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

7/9/2021

RE: 633 Fairview Rd
Legal Description: 49N 71W

Dear Neighboring Landowner:

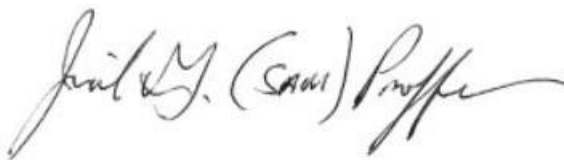
I would like to inform you of a proposed Simple Subdivision request in your area. If you should have any concerns or comments, you are invited to attend the following public hearing:

The County Planning Commission will review the request at their meeting on Thursday, August 19, 2021 at 7 p.m. in the Commissioners' Chambers of the Courthouse, 500 South Gillette Avenue, Gillette, Wyoming. The owner is proposing to divide one (1) 37.16-acre parcel into two (2) parcels, 18.58 acres each.

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

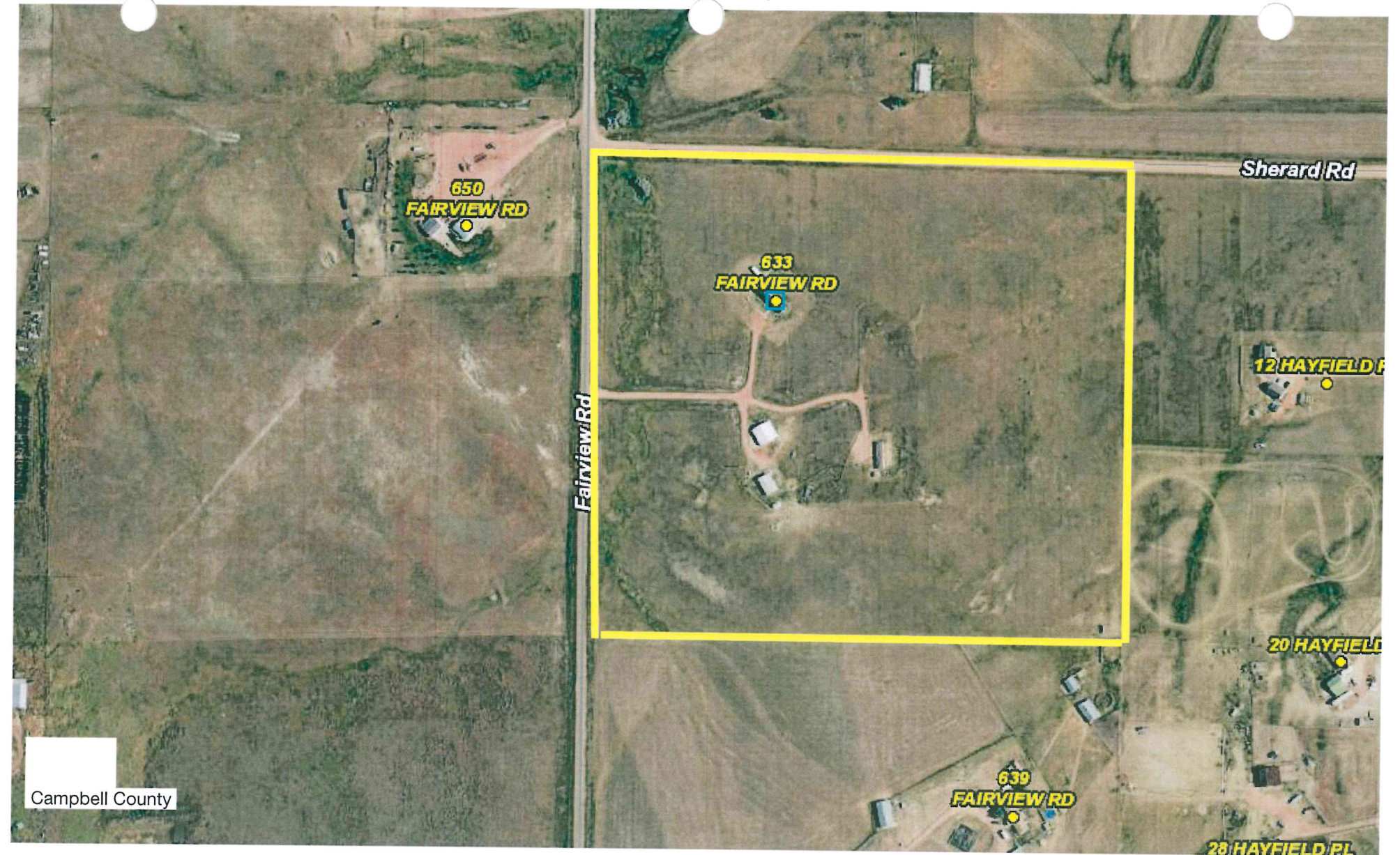
If you are unable to attend the meeting and have any comments regarding this proposal, you may send a signed letter or fax to this office and it will be forwarded to the Commissioners on your behalf. Copies of project documents are enclosed for your review. Please do not hesitate to contact us at 307-682-1970 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Sam Proffer" with a stylized flourish at the end.

Sam Proffer
Planner and Zoning Administrator

Enclosure
Cc: File



Atlas Explorer

Fortner Simple Subdivision 21.05 CRSD
Date: 7/9/21
jgp

Name	Mailing Address	Mailing City	Mailing State	Mailing Zip
Raymond E Jr Roser	11 Thomas Paine Rd	Gillette	WY	82718
Kenneth J & Alysha E Brazee	12 Hayfield Pl	Gillette	WY	82718
Gary L Bortle	20 Hayfield Place	Gillette	WY	82718
John K & Wendy L Lewis	21 Hayfield Pl	Gillette	WY	82718
Ricky L & Sheila Ranae Rives	28 Hayfield Rd	Gillette	WY	82718
Dale & Louann Izatt	29 Hayfield Pl	Gillette	WY	82718
Rick K Collins	PO Box 3455	Gillette	WY	82717
Clifton Ben & Nichole Marie Taylor	36 Hayfield Pl	Gillette	WY	82718
Raymond E Jr Roser	11 Thomas Paine Rd	Gillette	WY	82718
Rick K Collins	PO Box 3455	Gillette	WY	82717
Thomas Joseph Giggee	PO Box 3945	Gillette	WY	82717
Daniel J Wood	6946 N US Highway 14-16 Unit A	Arvada	WY	82831
David A & Regina L Hays	615 Fairview Road	Gillette	WY	82718
Jessica M Graham	633 Fairview Rd	Gillette	WY	82718
Ronald & Bette Plaisted	639 Fairview Rd	Gillette	WY	82718
Ronald E & Debra D Shenefelt	641 Fairview Rd	Gillette	WY	82718
Kissack Clarke & Victoria Living Trust	650 Fairview Rd	Gillette	WY	82718
Raymond E Jr Roser	11 Thomas Paine Rd	Gillette	WY	82718
Justin A & Charlena N Buitron	9 Hayfield Pl	Gillette	WY	82718

Publisher's Affidavit

Notice is hereby given that Miles Fortner, Campbell County, WY has applied for a permit to subdivide a portion of the SWNW of Section 25, T49N, R71W of the 6th P.M., Campbell County, WY. A Record of Survey will be reviewed at the August 19, 2021, Campbell County Planning Commission meeting at 7:00 p.m. in the Campbell County Commissioner's Chambers, 500 S. Gillette Avenue, Gillette, WY. The record of survey can be reviewed at the office of the Campbell County Planning Division, 500 S. Gillette Avenue, Suite 1500, Gillette, WY.

August 3, 2021

August 10, 2021

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LEGAL NOTICES

LEGAL NOTICE

Notice is hereby given that Miles Fortner, Campbell County, WY has applied for a permit to subdivide a portion of the SWNW of Section 25, T49N, R71W of the 6th P.M., Campbell County, WY. A Record of Survey will be reviewed at the August 19, 2021, Campbell County Planning Commission meeting at 7:00 p.m. in the Campbell County Commissioner's Chambers, 500 S. Gillette Avenue, Gillette, WY. The record of survey can be reviewed at the office of the Campbell County Planning Division, 500 S. Gillette Avenue, Suite 1500, Gillette, WY.

August 3, 10, 2021

063

MISC. SERVICES

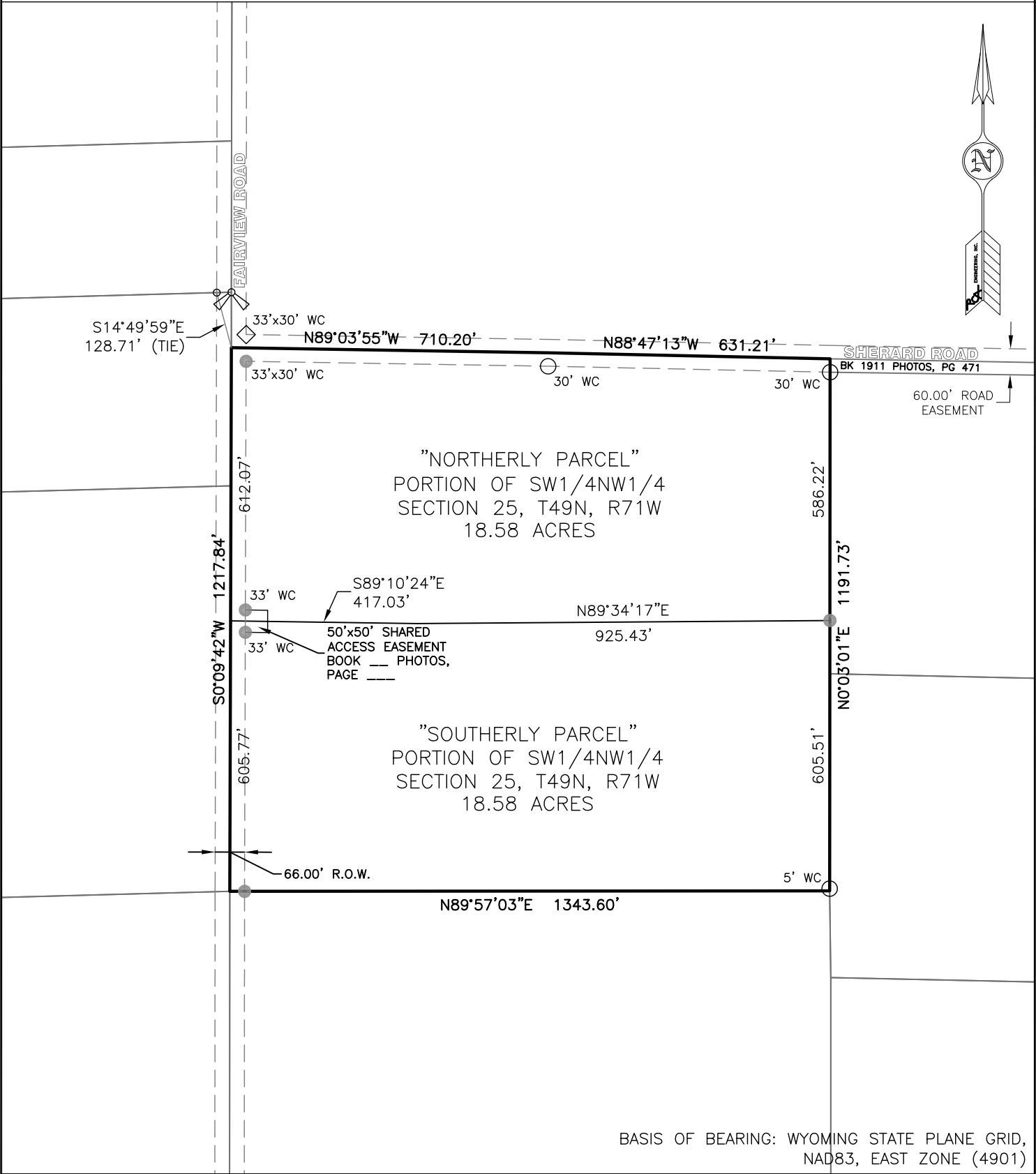
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SURVEYOR'S CERTIFICATE

I, SHEILA M. SLOCUM, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS RECORD OF SURVEY IS A TRUE, CORRECT AND COMPLETE PLAT OF LANDS LOCATED IN A PORTION OF THE SW1/4NW1/4 OF SECTION 25, T49N, R71W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACTUAL SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION.

LEGEND

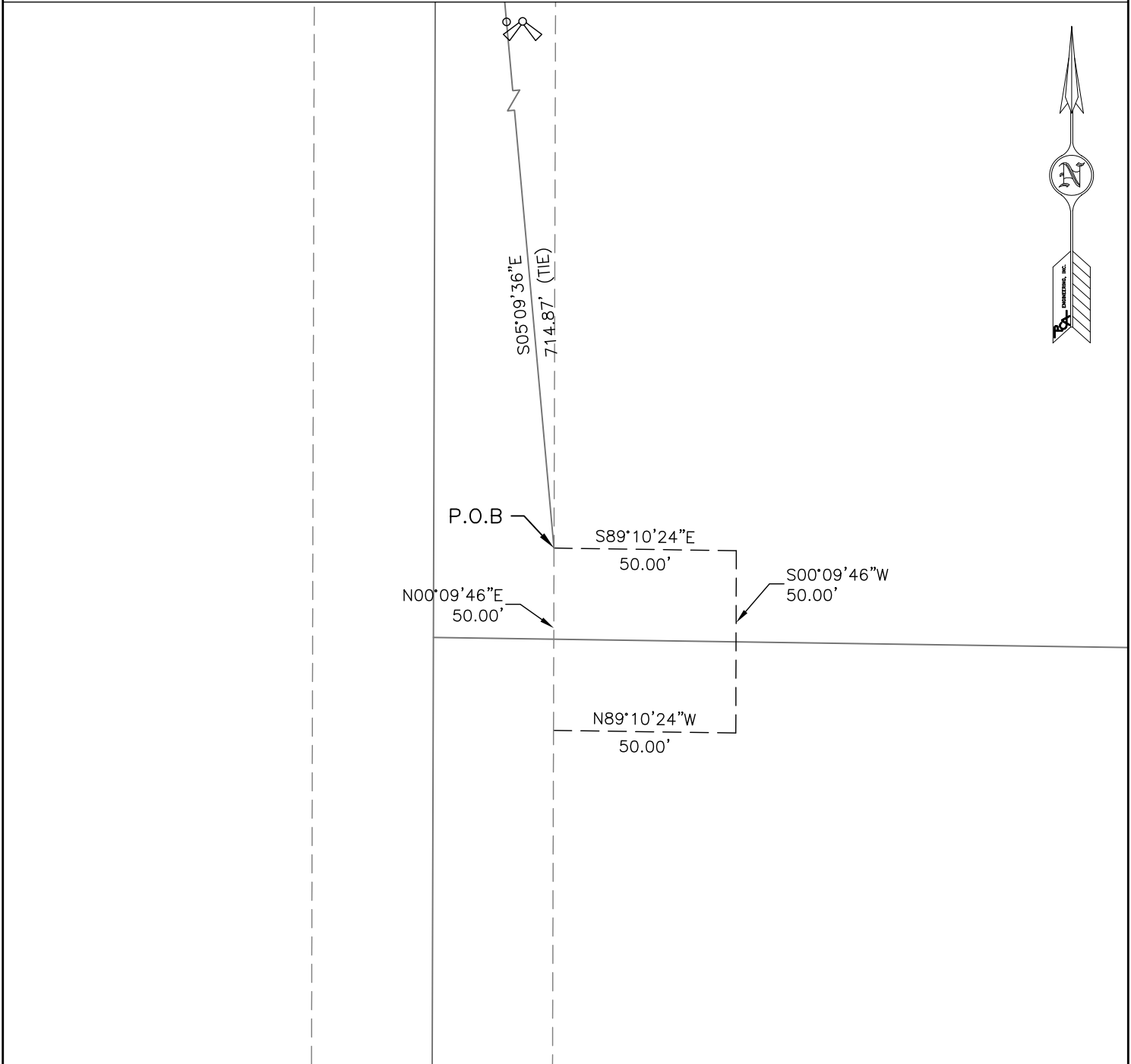
- FOUND ALUMINUM CAP
LS 3886
- ◇ FOUND BARE REBAR
- ⚓ FOUND WITNESS CORNER
BRASS CAP LS 538
- SET 2" Ø ALUMINUM CAP
(PLS #15542)

A PORTION OF THE
SW1/4NW1/4 OF
SECTION 25,
T49N, R71W, OF THE
6TH P.M.,
CAMPBELL COUNTY,
WYOMING

FOR:

MILES FORTNER
GILLETTE, WYOMING 82716
(307) 660-0513

Project No. 213895.013
Scale: 1" = 300'
Drawn By: SMS
Date: JULY, 2021 15



LEGAL DESCRIPTION

AN ACCESS EASEMENT LOCATED IN A PORTION OF SWNW SECTION 25, T49N, R71W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH SIXTEENTH WITNESS CORNER OF SAID LOT 25 AND 26, MONUMENTED BY A BRASS CAP STAMPED LS 538;

THENCE S05°09'36"E, 714.87 FEET TO THE NORTHWEST CORNER OF SAID EASEMENT, ALSO BEING A POINT ON THE EASTERLY RIGHT OF WAY OF FAIRVIEW ROAD AND THE POINT OF BEGINNING;

THENCE S89°10'24"E, 50.00 FEET TO THE NORTHEAST CORNER;

THENCE S00°09'46"W, 50.00 FEET TO THE SOUTHEAST CORNER;

THENCE S89°10'24"E, 50.00 FEET TO THE SOUTHWEST CORNER;

THENCE N00°09'46"E, 50.00 FEET TO A POINT ON AFORMENTIONED RIGHT OF WAY AND THE POINT OF BEGINNING.

SAID ACCESS EASEMENT CONTAINS 2500 SQUARE FEET MORE OR LESS.

THE BASIS OF BEARING FOR SAID EXHIBIT AND LEGAL IS WYOMING STATE PLANE GRID, NAD83, EAST ZONE (4901).

FOR:

MILES FORTNER
GILLETTE, WYOMING 82716
(307) 660-0513

Project No. 213895.013
Scale: 1" = 300'
Drawn By: SMS
Date: JULY, 2021 16

AN ACCESS EASEMENT LOCATED
IN A PORTION OF THE
SW1/4NW1/4 OF SECTION 25,
T49N, R71W, OF THE 6TH P.M.,
CAMPBELL COUNTY, WYOMING

**Legal Description
Northerly Parcel
July 28, 2021**

A parcel located in a portion of the SWNW of Section 25, T49N, R71W of the 6th P.M., Campbell County, Wyoming, also shown as Parcel 6 Sherard Ranch Survey Plat as recorded in Book 7 of Plats, Page 217 of the Campbell County Clerks records, being more particularly described as follows:

Commencing at the north sixteenth witness corner of said Section 25 and Section 26, being monumented by witness corner brass cap stamped LS 538;

Thence S14°49'59"E, 128.71 feet to a point on the west section line of said Section 25, being the northwest corner of said parcel and being the point of beginning;

Thence along said west section line, S00°09'42"W, 612.07 feet to the southwest corner of said parcel;

Thence leaving said west section line, S89°10'24"E, 417.03 feet to an angle point;

Thence N89°34'17"E, 925.43 feet to the southeast corner of said parcel;

Thence N00°03'01"E, 586.22 feet to the northeast corner of said parcel, also being the centerline of Sherard Road;

Thence N88°47'13"W, 631.21 feet to an angle point;

Thence N89°03'55"W, 710.20 feet to the point of beginning.

Said parcel contains 18.58 acres more or less.

The basis of bearing for this legal description and for the attached "Record of Survey" is Wyoming State Plane Grid, NAD83, East Zone (4901).

**Legal Description
Southerly Parcel
July 28, 2021**

A parcel located in a portion of the SWNW of Section 25, T49N, R71W of the 6th P.M., Campbell County, Wyoming, also shown as Parcel 6 Sherard Ranch Survey Plat as recorded in Book 7 of Plats, Page 217 of the Campbell County Clerks records, being more particularly described as follows:

Commencing at the north sixteenth witness corner of said Section 25 and Section 26, being monumented by witness corner brass cap stamped LS 538;

Thence S14°49'59"E, 128.71 feet to a point on the west section line of said Section 25;

Thence along said west section line, S00°09'42"W, 612.07 feet to the northwest corner of said parcel and being the point of beginning;

Thence along said west section line, S00°09'42"W, 605.77 feet to the southwest corner of said parcel;

Thence leaving said west section line, N89°57'03"E, 1343.60 feet to the southeast corner of said parcel, monumented by a 5 foot witness corner stamped LS 3886;

Thence N00°03'01"E, 605.51 feet to the northeast corner of said parcel;

Thence S89°34'17"W, 925.43 feet to an angle point;

Thence N89°10'24"W, 417.03 feet to the point of beginning.

Said parcel contains 18.58 acres more or less.

The basis of bearing for this legal description and for the attached "Record of Survey" is Wyoming State Plane Grid, NAD83, East Zone (4901).

	First American	Condition of Title Guarantee
Guarantee		ISSUED BY First American Title Insurance Company
		GUARANTEE NUMBER 50036956-3776746

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES
the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

First American Title Insurance Company



Dennis J. Gilmore, President



Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "Public Records": those records established under Wyoming statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by

GUARANTEE CONDITIONS (Continued)

the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims:

Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

- b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.

- a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
- b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

GUARANTEE CONDITIONS (Continued)

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Provision intentionally deleted.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

- a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)**

 Schedule A	Condition of Title Guarantee ISSUED BY First American Title Insurance Company GUARANTEE NUMBER 3776746
---	---

File No.: 4539-3776746

Guarantee No. 3776746

Amount of Liability: \$300.00

Date of Guarantee: June 30, 2021 at 5:00 P.M.

Fee: \$250.00

1. Name of Assured:

PCA Engineering Inc.

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee Simple

3. The Land referred to in this Guarantee is described as follows:

Real property in the County of Campbell, State of Wyoming, described as follows:

A parcel of land being a portion of the SW¼ of the NW¼ of Section 25, Township 49 North, Range 71 West of the Sixth Principal Meridian, Campbell County, Wyoming, being more particularly described as follows:

Commencing at the West ¼ corner of Section 25, referenced by a brass cap 33 feet west of said corner, and is the point of beginning, thence N0°02'32"E, along the section line, a distance of 1218.30 feet to a point, thence S89°11'05"E, a distance of 710.47 feet to a point referenced by a rebar with an aluminum cap 30 feet to the north and south of said point, thence S88°54'23"E a distance of 631.45 feet to a point referenced by a rebar with an aluminum cap 30 feet to the south of said point, thence S0°04'09"E, a distance of 1192.18 feet to a point referenced by a rebar with an aluminum cap 5 feet to the north of said point, thence S89°49'53"W, along the mid section line a distance of 1344.10 feet to the point of beginning.

Account No. (for reference only): 40787 and 40051326

4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest in the Land is vested in:

Jessica M. Graham, a married person dealing in her sole and separate property

b. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority

 First American Schedule B	Condition of Title Guarantee ISSUED BY First American Title Insurance Company GUARANTEE NUMBER 3776746
---	---

File No.: 4539-3776746

1. Documents, liens or other matters that are indexed by name only but which, if any exist, may affect title or impose liens or encumbrances on the Land.

2. Memorandum of Surface Use Agreement, including the terms and conditions contained therein, granted to Pennaco Energy, Inc. by instrument recorded January 30, 2002, recorded in [Book 1728 of Photos, Page 635](#).

3. Easement, including terms and conditions contained therein:

Granted to:	Public
For:	Road and utilities
Recorded:	September 24, 2003
Recording Information:	Book 1911 of Photos, Page 471

4. Record of survey of Sherard Ranch recorded October 1, 2003 in [Book 7 of Plats, Page 218](#) .

5. Right of Way, including terms and conditions contained therein:

Granted To:	Powder River Energy Corporation
For:	Electric lines
Recorded:	September 20, 2005
Recording Information:	Book 2093 of Photos, Page 239

6. Right of Way, including terms and conditions contained therein:

Granted To:	Powder River Energy Corporation
For:	Electric lines
Recorded:	April 11, 2006
Recording Information:	Book 2144 of Photos, Page 268

7. Right of Way, including terms and conditions contained therein:

Granted To:	Powder River Energy Corporation
For:	Electric lines
Recorded:	September 17, 2007
Recording Information:	Book 2300 of Photos, Page 1

8. Right of Way, including terms and conditions contained therein:

Granted To:	Powder River Energy Corporation
For:	Electric lines
Recorded:	May 5, 2009
Recording Information:	Book 2443 of Photos, Page 92

9. Sherard Road and Fairview Road as they may cross the Land.

10. Note: The term Land when used herein shall not include trailers, manufactured homes, or other personal property.

WARRANTY DEED

Sandra L. Nicholson and Scott A. Nicholson, wife and husband grantor(s) of Campbell County, and State of Wyoming, for and in consideration of ten dollars and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO Berton David Fortner and Suzanna Q. Fortner, husband and wife, grantee(s) of Campbell County, State of Wyoming, the following described real estate, situate in Campbell County and State of Wyoming, to-wit:

A parcel of land being a portion of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25, Township 49 North, Range 71 West of the Sixth Principal Meridian, Campbell County, Wyoming, being more particularly described as follows:

Commencing at the West $\frac{1}{4}$ corner of Section 25, referenced by a brass cap 33 feet west of said corner, and is the point of beginning, thence N0°02'32"E, along the section line, a distance of 1218.30 feet to a point, thence S89°11'05"E, a distance of 710.47 feet to a point referenced by a rebar with an aluminum cap 30 feet to the north and south of said point, thence S88°54'23"E a distance of 631.45 feet to a point referenced by a rebar with an aluminum cap 30 feet to the south of said point, thence S0°04'09"E, a distance of 1192.18 feet to a point referenced by a rebar with an aluminum cap 5 feet to the north of said point, thence S89°49'53"W, along the mid section line a distance of 1344.10 feet to the point of beginning.

Address of Grantee: 526 Union Chapel
Cullette, WY 82718

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

WITNESS _____ hand _____ this 2nd day of March, 2007.



Sandra L. Nicholson
Sandra L. Nicholson
Scott A. Nicholson
Scott A. Nicholson

STATE OF Wyoming
COUNTY OF Campbell



The foregoing instrument was acknowledged before me by Sandra L. Nicholson and Scott A. Nicholson this 2nd day of March, 2007.

Witness my hand and official seal.

My Commission expires: 8-3-09 Cheryl A. Ernst Notary Public

STATE OF WYOMING } ss.
Campbell County }
Filed for record this 2nd day of March A.D. 2007 at 4:58 o'clock P M. and recorded in Book 2237
of Photos on page 431 Fees \$ 8.00
Cheryl A. Ernst RECORDED
County Clerk and Ex-Officio Register of Deeds ABSTRACTED
INDEXED
CNF/KFN By Deputy Edna Miller 887843

920667

WARRANTY DEED

Berton David Fortner and Suzanna Q. Fortner, aka Susannah Q. Fortner, of 526 Union Chapel Road, Gillette, WY 82718, GRANTORS, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT an undivided one-half (½) interest in the following real property to Berton D. Fortner and Susannah Q. Fortner, Trustees of the Berton D. Fortner Revocable Trust dated the 10th day of December, 2008, and an undivided one-half (½) interest in the following real property to Susannah Q. Fortner and Berton D. Fortner, Trustees of the Susannah Q. Fortner Revocable Trust dated the 10th day of December, 2008, of 526 Union Chapel Road, Gillette, WY 82718, GRANTEES, the following-described real estate situate in Campbell County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Township 49 North, Range 71 West, 6TH P.M.
Section 25: SW¼NW¼ Part

SUBJECT to all easements, reservations, restrictions, and encumbrances of record.

WITNESS our hands this 12 day of December, 2008.

Berton David Fortner
Berton David Fortner

Suzanna Q. Fortner
Suzanna Q. Fortner, aka Susannah Q. Fortner

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The foregoing Warranty Deed was acknowledged before me by Berton David Fortner and Suzanna Q. Fortner, aka Susannah Q. Fortner this 12 day of December, 2008.

WITNESS my hand and official seal.

Sylvia K. Mannering
Notary Public

My commission expires:



STEVENS, EDWARDS,
BALLOCK &
CARPENTER, P.C.

Attorneys at Law

P.O. Box 1148

Gillette, WY
82717-1148

(307) 682-1444

920667 Recorded on 12/12/2008 at 4:22:00
Book 2410 of PHOTOS
Susan F. Saunders, Campbell County Clerk

Fee 8.00

Pages 376 to 376

by: A. SNIDER

RECORDED
INDEXED
FILED
2008 DEC 12

974153

TRUSTEES' DEED

THIS DEED is executed on this date by Berton D. Fortner and Susannah Q. Fortner, Co-Trustees of the Berton D. Fortner Revocable Trust dated the 10th day of December, 2008, and Susannah Q. Fortner and Berton D. Fortner, Co-Trustees of the Susannah Q. Fortner Revocable Trust dated the 10th day of December, 2008, of 526 Union Chapel Road, Gillette, Wyoming 82718, GRANTORS, to Stanley W. Graham and Jessica M. Graham, husband and wife, of 17 Smokey Ave., Rozet, Wyoming 82727, GRANTEES.

WITNESSETH

WHEREAS, the GRANTORS are the appointed, qualified, and acting Co-Trustees of the Berton D. Fortner Revocable Trust dated the 10th day of December, 2008, and the Susannah Q. Fortner Revocable Trust dated the 10th day of December, 2008.

NOW, THEREFORE, GRANTORS, pursuant to said Trust Agreements, do hereby convey, set over, quitclaim, and distribute unto the GRANTEES, and to their successors and assigns, all of GRANTORS' right, title and interest in and to that certain real property more fully described as follows:

Township 49 North, Range 71 West, 6TH P.M.

Section 25: SW $\frac{1}{4}$ /NW $\frac{1}{4}$ Part

Together with all improvements thereon.

SUBJECT to all easements, reservations, restrictions, and encumbrances of record.

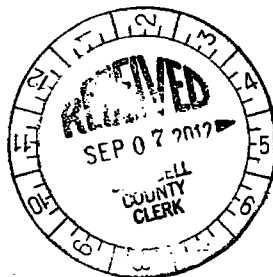
It is the GRANTORS' intent that this Deed shall convey any after-acquired title of the GRANTORS in the above-described real property, and the GRANTORS hereby assign unto the GRANTEES all rights and warranties of title received by them by operation of law or otherwise.

WITNESS my hand this 31st day of August, 2012.

GRANTOR:

BERTON D. FORTNER REVOCABLE TRUST
DATED THE 10TH DAY OF DECEMBER, 2008

BY: Berton D Fortner Trustee
Berton D. Fortner, Co-Trustee
BY: Susannah Q Fortner Trustee
Susannah Q. Fortner, Co-Trustee



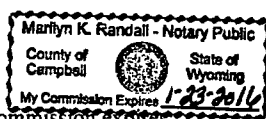
SUSANNAH Q. FORTNER REVOCABLE TRUST
DATED THE 10TH DAY OF DECEMBER, 2008

BY: Susannah Q Fortner Trustee
Susannah Q. Fortner, Co-Trustee
BY: Berton D Fortner Trustee
Berton D. Fortner, Co-Trustee

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing Trustees' Deed was acknowledged before me by Berton D. Fortner and Susannah Q. Fortner, Co-Trustees of the Berton D. Fortner Revocable Trust dated the 10th day of December, 2008, and Susannah Q. Fortner and Berton D. Fortner, Co-Trustees of the Susannah Q. Fortner Revocable Trust dated the 10th day of December, 2008, on this 31st day of August, 2012.

WITNESS my hand and official seal.



Marilyn K. Randall
Notary Public

RECORDED
ABSTRACTED
INDEXED
CHECKED

STEVENS, EDWARDS,
HALLOCK,
CARPENTER, &
PHILLIPS, P.C.

Attorneys at Law

P.O. Box 1148

Gillette, WY
82717-1148

(307) 682-1444

My commission expires: 1-23-2016

974153 Recorded on 9/07/2012 at 4.54.00

Fee 8.00

Book 2734 of PHOTOS

Pages 12 to 12

Susan F. Saunders, Campbell County Clerk

by: A. SNIDER

1004171

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that Stanley W. Graham, a married man, GRANTOR, of Gillette, Campbell County, Wyoming, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, conveys and quitclaims to Jessica M. Graham, a married person dealing in her sole and separate property, GRANTEE, of 633 Fairview Road, Gillette, Wyoming 82718, all interest in the following described real estate, situate in Campbell County, Wyoming, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of the State, to-wit:

See Attached Exhibit "A"

AND:

Township 49 North, Range 71 West, 6th P.M.
Section 25: SW $\frac{1}{4}$ NW $\frac{1}{4}$ Part

Including all improvements thereon.

This Quitclaim Deed is an absolute conveyance of any interest the GRANTOR may have or hereafter acquire in the property described herein.

IN WITNESS WHEREOF, I have hereunto set my hand this 1 day of Dec, 2014.


Stanley W. Graham

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The foregoing Quitclaim Deed was acknowledged before me by Stanley W. Graham this 1st day of December, 2014.

WITNESS my hand and official seal.

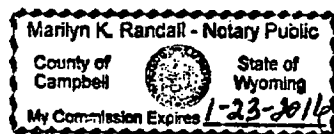
STEVENS, EDWARDS,
HALLOCK,
CARPENTER &
PHILLIPS, P.C.

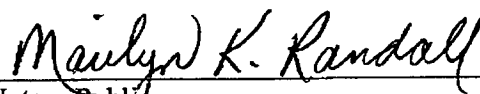
Attorneys at Law

P.O. Box 1148

Gillette, WY
82717-1148

(307) 682-1444




Marilyn K. Randall
Notary Public

My commission expires:

Sam G. Proffer

From: Sheila Slocum <slocums@pcaengsur.com>
Sent: Thursday, August 12, 2021 9:03 AM
To: Sam G. Proffer
Subject: Re: Fortner Simple Subdivision

Please be cautious.

This email originated from outside the County organization. If you believe this email is suspicious, report it using the Phish Alert button. Do not forward suspicious emails

Perfect thanks!

Sheila

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From: Sam G. Proffer <jgp08@ccgov.net>
Sent: Thursday, August 12, 2021 8:19:24 AM
To: Sheila Slocum <slocums@pcaengsur.com>
Subject: RE: Fortner Simple Subdivision

External Sender:  [View details about this message](#)

Good morning Sheila--- I am presuming that we don't know the exact location of the water line(s), so depicting them on the plat would be impossible, correct? If that is the case, then yes, a written easement agreement allowing access and recorded and then a note on the plat stating a water line/shared well service access agreement referencing the agreement with book and page number, easement width, etc., would be sufficient.

Thanks Sheila...

Jerril G. (Sam) Proffer
Campbell County WY
Planning & Zoning Administrator
500 S. Gillette Ave.
Suite 1500
Gillette WY 82716
307-682-1970 EX 6351

From: Sheila Slocum <slocums@pcaengsur.com>
Sent: Thursday, August 12, 2021 7:40 AM
To: Sam G. Proffer <jgp08@ccgov.net>
Subject: Re: Fortner Simple Subdivision

Please be cautious.

This email originated from outside the County organization. If you believe this email is suspicious, report it using the Phish Alert button. Do not forward suspicious emails.

Just wondering can the shared well agreement address the waterlines?

Sheila

Get [Outlook for iOS](#)

From: Sam G. Proffer <jgp08@ccgov.net>
Sent: Wednesday, August 11, 2021 2:11:26 PM
To: Sheila Slocum <slocums@pcaengsur.com>
Subject: RE: Fortner Simple Subdivision

External Sender: [View details about this message in Outlook](#)

OK...thanks Sheila—We will need to have a shared well agreement and an easement created for the water line giving access for service of the line.

Thanks Sheila---

Jerril G. (Sam) Proffer
Campbell County WY
Planning & Zoning Administrator
500 S. Gillette Ave.
Suite 1500
Gillette WY 82716
307-682-1970 EX 6351

From: Sheila Slocum <slocums@pcaengsur.com>
Sent: Wednesday, August 11, 2021 12:34 PM
To: Sam G. Proffer <jgp08@ccgov.net>
Subject: RE: Fortner Simple Subdivision

Please be cautious.
This email originated from outside the County organization. If you believe this email is suspicious, report it using the Phish Alert button. Do not forward suspicious emails.

Yes sorry... I've been in the field so much I forgot I got those answers.

These are from Miles...

1. Yes water well on site that is on my side and feeds both sides
2. It is a verbal agreement right now, certainly needs a written one
3. there is a septic but does not cross property boundaries

Let me know what else we are missing. We are working on the approach permit now, we just got it this morning.

Thanks,
Sheila

MEMBERS PRESENT

MEMBERS ABSENT

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

STAFF MEMBERS PRESENT

Sam Proffer, Planner and Zoning Administrator
Clark Melinkovich, Senior Engineer & County Recorder

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

Approval of Minutes:

Commissioner Hildebrand asked if the Commissioners had reviewed the minutes from the June 17th, 2021 meeting. All members affirmed that they had done so. Commissioner Hildebrand asked if any members had any changes. Commissioner Siebenaler noted that on page 14 the minutes stated that Commissioner Jordan adjourned the meeting and that it should read Chairman Hildebrand.

Commissioner Jordan motioned to approve the minutes with corrections as stated by Commissioner Siebenaler, seconded by Commissioner Averett.

All voted aye. Motion carried.

Communication:

Commissioner Hildebrand informed the Commission about the annual election of officers as required by the Planning Commission by-laws. Officer appointments are 1-year terms and normally voted on in July but were postponed because the July meeting was cancelled. The officers up for election are the Chairman and Vice-Chairman.

Chairman:

Commissioner Jordan nominated Chairman Hildebrand for the Chairman position to serve for the 2021-2022 term. Commissioner Averett seconded the motion.

Senior Engineer Melinkovich polled the commissioners.

Voting was as follows:

Commissioner Averett:	Yes
Commissioner Jordan:	Yes

Commissioner Land: Yes
Commissioner Siebenaler: Yes

Chairman Hildebrand: Abstain

Motion Carried.

Vice-Chairman:

Chairman Hildebrand nominated Commissioner Siebenaler for Vice-Chairman for the 2021-2022 term. Commissioner Jordan seconded the motion.

Senior Engineer Melinkovich polled the commissioners.

Voting was as follows:

Commissioner Averett: Yes
Commissioner Jordan: Yes
Chairman Hildebrand: Yes
Commissioner Land: Yes
Commissioner Siebenaler: Abstain

Motion Carried.

Case No. 21.05 CRSD Fortner Simple Subdivision

Commissioner Hildebrand introduced the case and asked staff to present. Planner and Zoning Administrator Sam Proffer presented the case.

Mr. Proffer went over the application packet for the Commissioners citing the appropriate sections of Chapter 6 Subdivision Regulations verifying that the submittal meets minimum Chapter 6 requirements. Mr. Proffer noted that the subdivision will share a well, but the applicant has not provided the shared well access and easement agreement until approved by the Planning Commission. Mr. Proffer also pointed out that there is a separate Access Easement for the project that will be recorded upon approval by the Planning Commission.

Chairman Hildebrand asked the Commissioners if there was any discussion.

Commissioner Siebenaler questioned if the proposed 50' by 50' shared access easement for the two lots was adequate. There was general discussion regarding the size and purpose of the access easement and if it shouldn't be enlarged because of the topography at the entrance. After discussion, it was concluded that enlarging the length of the

easement would be appropriate to accommodate for future resale of the property to ensure access by subsequent owners.

Chairman Hildebrand stated that if there were no further discussion, he would entertain a motion. Commissioner Siebenaler made a motion to approve Case 21.05.CRSD Fortner Simple Subdivision provided that the applicant increases the size of the easement to

approximately 200' long to encompass the existing shared driveway. Commissioner Jordan seconded the motion.

Senior Engineer Melinkovich polled the commissioners.
Voting was as follows:

Commissioner Averett:	Yes
Commissioner Jordan:	Yes
Chairman Hildebrand:	Yes
Commissioner Land:	Yes
Commissioner Siebenaler:	Yes

Motion Carried. 5/0

Case No. 21.03.COZ Moser Rezoning Request

Commissioner Hildebrand introduced the case and asked staff to present. Planner and Zoning Administrator Sam Proffer presented the case.

Mr. Proffer explained that the case was started because the applicants, Mark and Judy Moser own two contiguous lots; the one used for a residence and another for an RV storage business. They had originally applied for an Administrative Plat intending to enlarge the size of the lot containing the RV storage business zoned I-1 by taking from the lot containing the residence zoned R-R. Expanding the size of the lot for the RV storage necessitated a rezoning of that portion taken from the residential lot.

Mr. Proffer further explained that the parcels were created back in 2005 and that the approval of the lots and the zoning at that time did not consider required buffering between the zones nor individual access entrances to the individual lots.

It was further presented that the area is in our Joint Review Area and that comments were provided by the City of Gillette. Gillette staff recommended buffering between the dissimilar zones. Mr. Proffer also explained that staff had worked with the applicant describing the need for individual access points. Both items are required per County zoning and subdivision regulations. It was also brought out that some neighboring properties had called the office to request that buffering be installed as a condition of approval

Discussion was heard how the proposal is in general compliance with Chapter 7 Zoning Regulations and the County Comprehensive Plan. There was also discussion about safety of vehicles ingress/egress at this location. Staff noted that historic records from 911 services and the Road and Bridge Department show that there have been no accidents at this location since the RV storage business has been active.

It was noted that the applicant had provided a submittal that contained all the required buffering and access approach as well as an Access License approved by the County Road and Bridge Department.

There was general discussion about the required access approach and buffering. There was a question about the driveway access approach width, and it was noted that the size was approved by the Road and Bridge department. It was also noted that the applicant was not going to be forced to use the access at this time but could continue to use the existing approach since there had been no historical problems.

There were additional comments concerning what type of surface would be used for the expanded RV storage area. It was determined that it would be gravel surface. There was general concerns and comments about dust control.

Mr. Proffer advised that staff recommendation was to approve the rezoning request as submitted with the provision that the applicant install the buffering and driveway access approach within six months from Board of Commissioners approval with approval of the Administrative Plat and rezoning contingent upon completion of the buffering and entrance.

Chairman Hildebrand asked if there were anymore comments. There were none. Chairman Hildebrand asked if anyone in the audience wanted to address the Commission. No one came forward.

Chairman Hildebrand asked if there was a motion to approve. Commissioner Jordan motioned to approve the zoning request Case Number 21.03.COZ contingent on completion of the buffering and driveway access as submitted within 6 months of Board of Commissioners approval as a condition of final approval of the Administrative Plat Case Number 21.06.COSP. Commissioner Siebenaler seconded the motion.

Senior Engineer Melinkovich polled the commissioners.
Voting was as follows:

Commissioner Averett:	Yes
Commissioner Jordan:	Yes
Chairman Hildebrand:	Yes
Commissioner Land:	Yes
Commissioner Siebenaler:	Yes

Motion to Carried. 5/0

Old Business

None

New Business

None

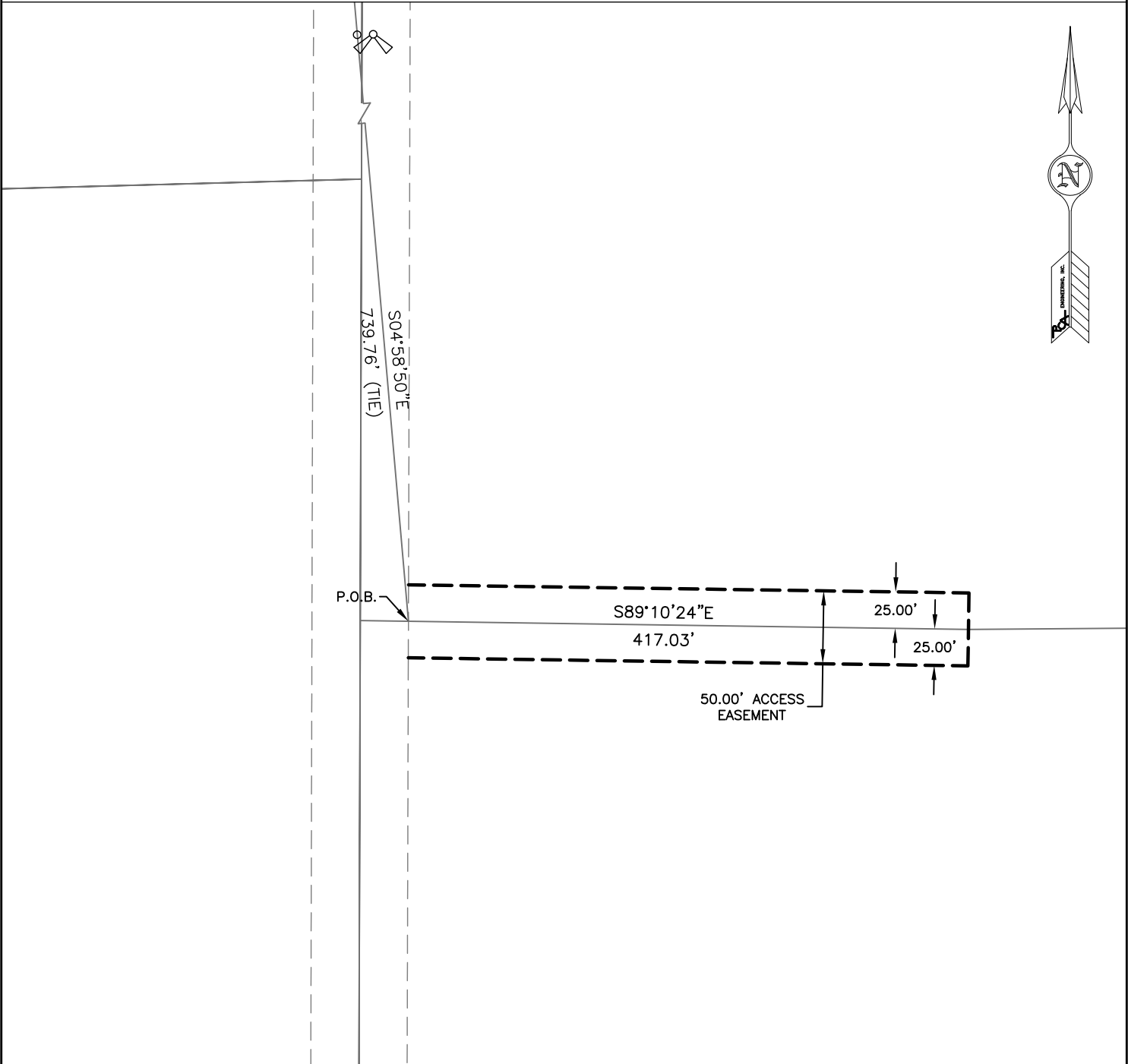
Adjournment

Chairman Hildebrand thanked those who attended for being there and asked if there was anyone who would like to make further comments. There were none.

There being no further business to come before the Board, Chairman Hildebrand adjourned the meeting at 7:40 p.m.

Chairman Hildebrand, Planning Commission Chairman

NOTE: Campbell County Planning Commission meeting minutes contain a summary of discussions and are not intended to be verbatim.



LEGAL DESCRIPTION

A 50 FOOT WIDE ACCESS EASEMENT LOCATED IN A PORTION OF SWNW SECTION 25, T49N, R71W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH SIXTEENTH WITNESS CORNER OF SAID SECTION 25 AND SECTION 26, MONUMENTED BY A BRASS CAP STAMPED LS 538;

THENCE S04°58'50"E, 739.76 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF FAIRVIEW ROAD AND THE POINT OF BEGINNING OF SAID CENTERLINE;

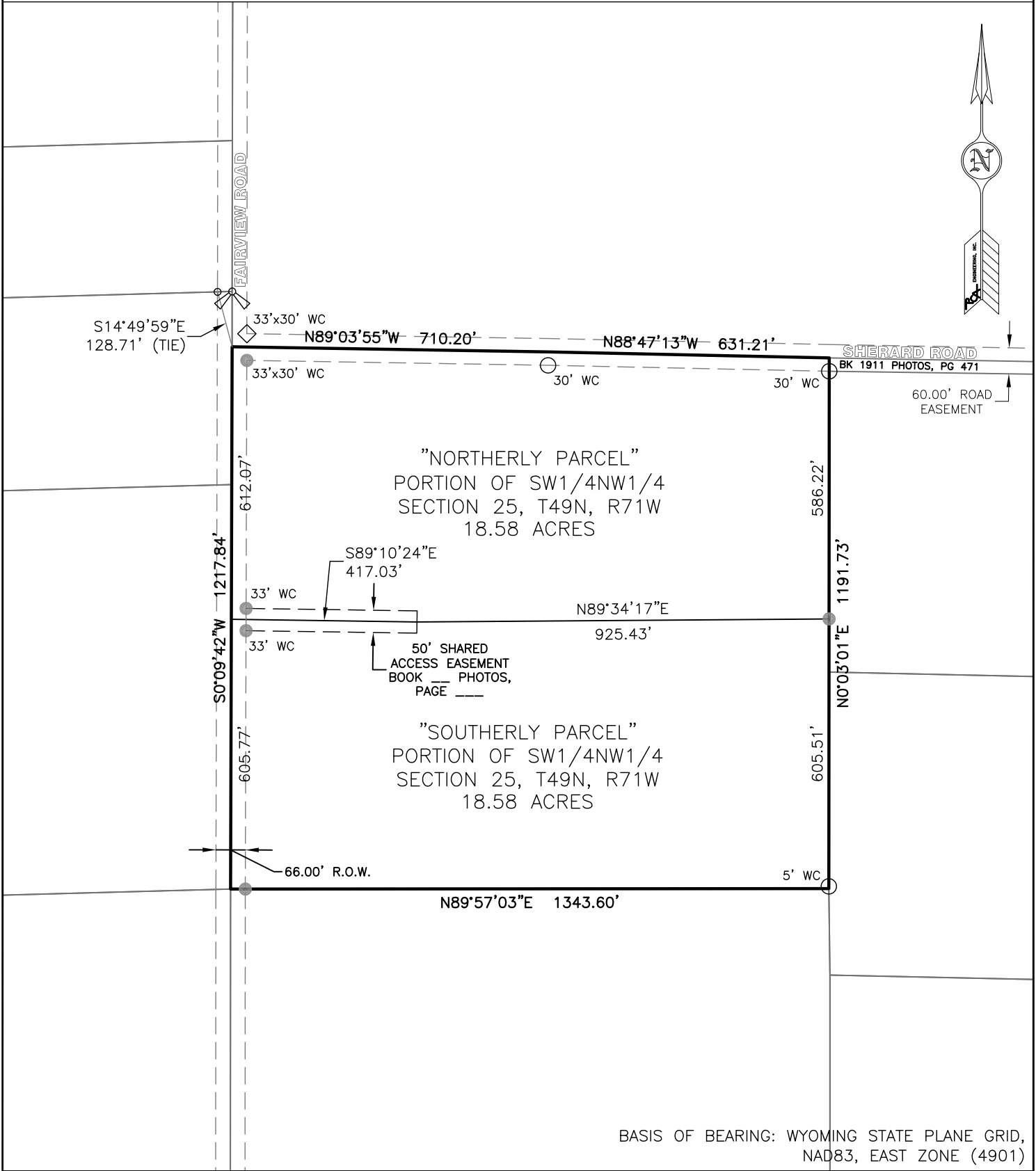
THENCE ALONG SAID CENTERLINE S89°10'24"E, 417.03 FEET TO THE POINT OF TERMINATION.

SAID SIDELINES ARE TO BE SHORTEN OR EXTENDED TO PREVENT GAPS OR OVERLAPS.

SAID ACCESS EASEMENT CONTAINS 20,852 SQUARE FEET MORE OR LESS.

THE BASIS OF BEARING FOR SAID EXHIBIT AND LEGAL IS WYOMING STATE PLANE GRID, NAD83, EAST ZONE (4901).

	AN ACCESS EASEMENT LOCATED IN A PORTION OF THE SW1/4NW1/4 OF SECTION 25, T49N, R71W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING	FOR: JESSICA FORTNER GILLETTE, WYOMING 82716 (307) 660-0513 Project No. <u>213895.013</u> Scale: <u>1" = 100'</u> Drawn By: <u>SMS</u> Date: <u>AUGUST, 2021</u> 37
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SURVEYOR'S CERTIFICATE

I, SHEILA M. SLOCUM, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS RECORD OF SURVEY IS A TRUE, CORRECT AND COMPLETE PLAT OF LANDS LOCATED IN A PORTION OF THE SW1/4NW1/4 OF SECTION 25, T49N, R71W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACTUAL SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION.

LEGEND

- FOUND ALUMINUM CAP
LS 3886
- ◇ FOUND BARE REBAR
- ⊕ FOUND WITNESS CORNER
BRASS CAP LS 538
- SET 2" Ø ALUMINUM CAP
(PLS #15542)

A PORTION OF THE
SW1/4NW1/4 OF
SECTION 25,
T49N, R71W, OF THE
6TH P.M.,
CAMPBELL COUNTY,
WYOMING

FOR:

JESSICA FORTNER
GILLETTE, WYOMING 82716
(307) 660-0513

Project No. 213895.013
Scale: 1" = 300'
Drawn By: SMS
Date: JULY, 2021 38

WATER WELL AGREEMENT

WHEREAS **MILES O. FORTNER** and **LEAH C. FORTNER**, husband and wife, of P.O. Box 606, Gillette, Wyoming (“Fortner”) and **JESSICA M. GRAHAM**, a single person, of 633 Fairview Road, Gillette, Wyoming 82718 (“Graham”), enter into this Water Well Agreement (“Agreement”) on this ____ day of August, 2021, to provide for access to a water well now located on a tract of land owned by Fortner as described hereafter and for sharing of the expenses of operation thereof;

WHEREAS, Fortner owns the following described real property located in Campbell, County, Wyoming, upon which the water well is located:

A parcel located in a portion of the SWNW of Section 25, T49N, R71W of the 6th P.M., Campbell County, Wyoming, also shown as Parcel 6 Sherard Ranch Survey Plat as recorded in Book 7 of Plats, Page 217 of the Campbell County Clerks records, being more particularly described as follows:

Commencing at the north sixteenth witness corner of said Section 25 and Section 26, being monumented by witness corner brass cap stamped LS 538;

Thence S14°49’59”E, 128.71 feet to a point on the west section line of said Section 25, being the northwest corner of said parcel and being the point of beginning;

Thence along said west section line, S00°09’42”W, 612.07 feet to the southwest corner of said parcel;

Thence leaving said west section line, S89°10’24”E, 417.03 feet to an angle point;

Thence N89°34’17”E, 925.43 feet to the southeast corner of said parcel;

Thence N00°03’01”E, 586.22 feet to the northeast corner of said parcel, also being the centerline of Sherard Road;

Thence N88°47’13”W, 631.21 feet to an angle point;

Thence N89°03’55”W, 710.20 feet to the point of beginning.

Said parcel contains 18.58 acres more or less.

The basis of bearing for this legal description and for the attached “Record of Survey” is Wyoming State Plane Grid, NAD83, East Zone (4901).

(“Fortner’s Property”)

WHEREAS, Graham has purchased the following described real property located in Campbell County, Wyoming, upon which Graham desires to use water from the water well:

A parcel located in a portion of the SWNW of Section 25, T49N, R71W of the 6th P.M., Campbell County, Wyoming, also shown as Parcel 6 Sherard Ranch Survey Plat as recorded in Book 7 of Plats, Page 217 of the Campbell County Clerks records, being more particularly described as follows:

Commencing at the north sixteenth witness corner of said Section 25 and Section 26, being monumented by witness corner brass cap stamped LS 538;

Thence S14°49'59"E, 128.71 feet to a point on the west section line of said Section 25;

Thence along said west section line, S00°09'42"W, 612.07 feet to the northwest corner of said parcel and being the point of beginning;

Thence along said west section line, S00°09'42"W, 605.77 feet to the southwest corner of said parcel;

Thence leaving said west section line, N89°57'03"E, 1343.60 feet to the southeast corner of said parcel, monumented by a 5 foot witness corner stamped LS 3886;

Thence N00°03'01"E, 605.51 feet to the northeast corner of said parcel;

Thence S89°34'17"W, 925.43 feet to an angle point;

Thence N89°10'24"W, 417.03 feet to the point of beginning.

Said parcel contains 18.58 acres more or less.

The basis of bearing for this legal description and for the attached "Record of Survey" is Wyoming State Plane Grid, NAD83, East Zone (4901).

("Graham's Property"). A Record of Survey is attached hereto and incorporated herein depicting Fortner's Property (labeled "Northerly Parcel") and Graham's Property (labeled "Southerly Parcel").

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. Fortner, their heirs and assigns forever, hereby grants to Graham, her heirs and assigns forever, access to and equal part in the production of the domestic water well located on property owned by Fortner, subject to the terms and conditions set forth herein.

2. Graham is hereby granted an equal interest in the casing, pump and pump motor and other similar equipment used in connection with operating the water well, and the right to take an equal share of the water from said well for domestic use and the right to use the existing

connection into said well, casing and pump for the purpose of conveying such water from said well by underground pipeline to Graham's Property.

3. Fortner and Graham acknowledge that Fortner received good and sufficient consideration for Graham's access and rights to use the water well, as described herein.

4. Fortner, Graham, and their heirs and assigns, agree that for so long as Graham desires to have access to the water well under this Agreement that Fortner and Graham shall share equally all reasonable costs and expenses incurred and actually paid by either party for the repair and maintenance of said water well, casing, pump and pump motor. Both parties are to keep their pipeline and associated fittings, fixtures and appliances in good condition and repair. Neither party may waste the water produced. Written notice itemizing costs shall be delivered by mail to each owner and each shall pay their share within 15 days of such notice's mailing. Each party shall be responsible for providing the other party notice in writing of any mailing address different than recited above.

5. In the event the water well is not on a separate electrical meter, Fortner and Graham shall agree between them on the amount to be paid to Fortner from Graham for electricity associated with operating the water well.

6. The term "Default" under this Agreement shall mean the occurrence of any of the following events:

- a. The failure to share expenses as required by this Agreement; and
- b. The failure to timely observe, keep, or perform any covenants, agreement, condition, promise or obligation required in this Agreement.

7. In the event of Default in any of the covenants and agreements made herein and such default continues for thirty (30) days after mailing of written notification to the address stated above, or as it may be updated as described herein, specifying such Default, the aggrieved party, at their option, may elect to:

- a. Pay all reasonable costs that should have been paid by the other party under this Agreement and seek reimbursement from the other party, plus interest at the rate of 1.5% per month, and attorney's fees incurred to enforce this Agreement and collect sums due hereunder; or
- b. Exercise any and all remedies that may be available by law, including, but not limited to, money judgments, damages and the right to stop the flow of water to the defaulting party's pipeline.

8. The above-described water well rights and obligations granted herein and agreed to by Fortner and Graham shall be perpetual and appurtenant to the land and are covenants that benefit, apply to, and run with the land. All successive future owners or occupants of the same

lands above-described have the same right to invoke and enforce this Agreement and covenants as the original parties hereto.

9. If only one party is using the above-described water well, such that the other party has abandoned its access and use completely, the non-using party shall be excepted from paying the expenses for the electricity, repair and maintenance of the water well, unless the non-using party returns to use of the well, in which event the returning party shall pay a reasonable amount for the repair and maintenance incurred, taking into account normal wear and tear on the incurred repairs and maintenance.

This Agreement is executed as of the date first set forth above.

FORTNER:

GRAHAM:

Miles O. Fortner

Jessica M. Graham

Leah C. Fortner

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing *Water Well Agreement* was subscribed and sworn to me by JESSICA M. GRAHAM, MILES O. FORTNER, and LEAH C. FORTNER, this ____ day of August, 2021.

Witness my hand and official seal.

Notary Public

My Commission Expires:

The following page(s) contain the backup material for Agenda Item: [10:05 Petition to Vacate Orlando Drive](#)

*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 CLERK

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

MEMORANDUM

TO: Board of Campbell County Commissioners

FROM: Michelle L Leiker *ML*
Campbell County Elections Coordinator

DATE: August 31, 2021

RE: Petition to Vacate Orlando Drive Road

I have reviewed the above referenced petition and find that the petition contains the signatures of at least five persons who are registered voters residing within 25 miles of the proposed road to be vacated and in compliance with W.S. 24-3-101.

The original petition is attached to go before you for appointment of a viewer per W.S. 24-3-104.

cc:

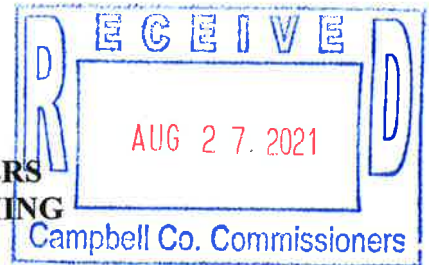
Sean Brown

Sam Proffer

Miles Geis



BEFORE THE BOARD OF COMMISSIONERS
IN AND FOR CAMPBELL COUNTY, WYOMING



IN THE MATTER OF THE ESTABLISHMENT/ALTERATION/VACATION OF THE:
ORLANDO DRIVE Road - COUNTRY LIVING ACRES - IS DISTRICT
(SUBDIVISION)

Petition

RECEIVED 8/27/21
FILED 8/31/21 ML

To the Board of County Commissioners of Campbell County, Wyoming: CAMPBELL COUNTY CLERK

The undersigned ask that a county highway commencing at
COLT DRIVE and running thence _____ and
terminating at Highway 50 be altered as follows:

(insert description of proposed new route and specify requested action)
ie: establish, alter, vacate or a combination

Attached to this petition is a list containing the names and the known post office addresses of each person owning or having an interest in any land over which the proposed establishment, vacation or alteration of the county highway is to be made.

Signed below by not less than five (5) electors of the county residing within twenty five (25) miles of the road proposed to be established, altered or vacated.

S. Gregory Thomas
Name (Print)
[Signature]
Signature
8/27/21
Date

DUSTIN CARGAL
Name (Print)
[Signature]
Signature
8/27/21
Date

Robert Jordan
Name (Print)
[Signature]
Signature
8/27/21
Date

Tim D Norton Not registered voter
Name (Print)
[Signature]
Signature
8/27/21
Date

MICHAEL MORGAN
Name (Print)

Mike Morgan
Signature

8-27-21
Date

Michael Pilcher
Name (Print)

M. Pilcher
Signature

8/30/21
Date

2020 List Of Owners For 0139 Tax District

Done 6/26/20 CLK
Done 6-25-20 TC

JUN 25 2020

Account#	Name	Address	Situs Address	Legal Description	\$ Amount
R0011727	AILTS JEFFREY L & HOLLY S	11 HERFORD DR, GILLETTE, WY 827189333	11 HEREFORD DR	COUNTRY LIVING ACRES FL 1, LOT 15 BLOCK 1	200.00 ✓
R0009105	ALLEN JONY N	27 HEREFORD DR, GILLETTE, WY 827189333	27 HEREFORD DR	COUNTRY LIVING ACRES FL 1, LOT 12 BLOCK 1	200.00 ✓
R0013029	CARGAL DUSTIN W & BRENDA J	4 HEREFORD DR, GILLETTE, WY 827189333	4 HEREFORD DR	COUNTRY LIVING ACRES FL 1, LOT 1 BLOCK 1	200.00 ✓
R0009279	COSGROVE SUE ANN	1 HEREFORD DR, GILLETTE, WY 827189333	1069 S HWY 50	COUNTRY LIVING ACRES FL 1, LOT 17 BLOCK 1	200.00 ✓
R0011209	COSGROVE SUE ANN	1 HEREFORD DR, GILLETTE, WY 827189333	1 HEREFORD DR	COUNTRY LIVING ACRES FL 1, LOT 18 BLOCK 1	— ✗
R0009684	COUNTRY LIVING ACRES HOMEOWNERS ASSOC	, GILLETTE, WY 827160000		COUNTRY LIVING ACRES FL 1, REC AREA	— ✗
R0011047	JORDAN ROBERT G & RITA A	PO BOX 2321, GILLETTE, WY 827172321	36 HEREFORD DR	COUNTRY LIVING ACRES FL 1, LOT 5 BLOCK 1	200.00 ✓
R0011947	JORDAN ROBERT GLEN & RITA ANN	PO BOX 2321, GILLETTE, WY 827172321	30 HEREFORD DR	COUNTRY LIVING ACRES FL 1, LOT 4 BLOCK 1	200.00 ✓
R0009415	MORGAN MICHAEL B & TRACY	22 HEREFORD DR, GILLETTE, WY 827189333	22 HEREFORD DR	COUNTRY LIVING ACRES FL 1, LOT 3 BLOCK 1	200.00 ✓
R0011491	NORTON TIMOTHY & TERRA FAMILY REV TRUST	42 HEREFORD DR, GILLETTE, WY 827189333	42 HEREFORD DR	COUNTRY LIVING ACRES FL 1, LOT 6 BLOCK 1	200.00 ✓
R0014880	PILCHER MICHAEL	33 HEREFORD DR, GILLETTE, WY 827189333	33 HEREFORD DR	COUNTRY LIVING ACRES FL 1, LOT 11 BLOCK 1	200.00 ✓
R0013417	ROSENBAUM DAVID F & WANDA	5 HEREFORD DR, GILLETTE, WY 827189333	5 HEREFORD DR	COUNTRY LIVING ACRES FL 1, LOT 16 BLOCK 1	200.00 ✓
R0013971	SABO BILLY J	39 HEREFORD DR, GILLETTE, WY 827189333	39 HEREFORD DR	COUNTRY LIVING ACRES FL 1, LOT 10 BLOCK 1	200.00 ✓
R0012922	THOMAS S GREGORY & JENNIFER J	49 HEREFORD DR, GILLETTE, WY 827189333	49 HEREFORD DR	COUNTRY LIVING ACRES FL 1, LOT 8 BLOCK 1	200.00 ✓
R0013970	THOMAS S GREGORY & JENNIFER J	49 HEREFORD DR, GILLETTE, WY 827189333	HEREFORD DR	COUNTRY LIVING ACRES FL 1, LOT 9 BLOCK 1	200.00 ✓

Account#	Name	Address	Situs Address	Legal Description	\$ Amount
R0010434	VAN PELT BARRON	48 HEREFORD DR, GILLETTE, WY 827189333	48 HEREFORD DR	COUNTRY LIVING ACRES FL 1, LOT 7 BLOCK 1	200.00 ✓
R0011726	WANDLER MICHAEL D REV TRUST	17 HEREFORD DR, GILLETTE, WY 827189333	17 HEREFORD DR	COUNTRY LIVING ACRES FL 1, LOT 14 BLOCK 1	200.00 ✓
R0014754	WANDLER MICHAEL DEAN	17 HEREFORD DR, GILLETTE, WY 827189333	21 HEREFORD DR	COUNTRY LIVING ACRES FL 1, LOT 13 BLOCK 1	200.00 ✓
R0018364	WUENSCH STEVEN G & DEBRA L	18 HEREFORD DR, GILLETTE, WY 827189333	18 HEREFORD DR	COUNTRY LIVING ACRES FL 1, LOT 2 BLOCK 1	200.00 ✓

Total:

3,400.00

Parcel Count: 19

Submitted By:

Signature:

Printed Name:

Bob Jordan

Mailing Address:

PO BOX 2321

Phone Number:

307-688-5875

The following page(s) contain the backup material for Agenda Item: [10:10 Compensation Committee Operating Guidelines Handbook](#)

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

Campbell County

Compensation Committee



Operating Guidelines Handbook

September 2021

Adopted: 12.17.2013
Revised: 9.1.2021

Background . . .

In FY 1989-1990 Hay Management Consultants, 110-110th Avenue, N.E. Suite 312, Bellevue, WA 98004 was retained to analyze and evaluate all county positions and to recommend a compensation program for county employees. Debra Lindstrand was the main contact person.

Managing a compensation system is a continuous process that requires analysis and review on a continuous basis in order to be effective. In order to ensure that the compensation system continued to be effective in FY 1993/1994, a committee was formed to complete the first salary survey. This was called the Salary Review Committee. The following were the members of the committee:

Earlene Kuchera (Hastings) - Campbell County Children's Center
Robert Palmer - Commissioners Office
Dianne Riley - Human Resources/Risk Management
John Rodgers - Sheriff's Office
John Rundell - Parks & Recreation Department

The name of the committee was later changed to the Compensation Committee. Mountain States Employers Council (MSEC) conducted the first series of salary surveys on behalf of the County.

In July of 1994, the Campbell County Commissioners adopted the official Campbell County Compensation Philosophy. Please see below.

Personnel Concepts, Inc., 8125 Cantershire Way, Roseville, CA 95746 was hired to work with both the Personnel and the Compensation committees in FY 1999/2000. Tony Gerczak was the main contact person. Robert Palmer was the Human Resources/Risk Manager and the members of the Compensation Committee at the time of the study were:

Dan Barks - Parks & Recreation Department
Earlene Hastings - Campbell County Children's Developmental Center
Irene Diede - Sheriff's Department
Robert Palmer - Human Resources/Risk Management
Marcia Wright- Campbell County Public Library
Bryn Stewart - Commissioner's Office

Compensation Philosophy . . . (ADOPTED BY THE BOARD OF COMMISSIONERS, JULY 1994)

‘A systematic, market driven compensation plan that is fair and consistent, and rewards employee performance and longevity with consideration of the economic environment.’

Committee Purpose . . .

Work closely with the Human Resources/Risk Management Department to review applicable data and formulate a recommended comprehensive up to date compensation package that reflects the philosophy of Campbell County for use of the Board of Campbell County Commissioners in the development of its budget and management of County human resources.

Committee Responsibilities . . .

1. Work within the context of the adopted compensation system.
2. Conduct regional salary surveys of similar government agencies to maintain the internal and external integrity of the compensation system, every two years.
3. Make recommendations based on the data provided without regard to any specific effect the recommendation may have on their own salary or the salary of any one individual or group.
4. Review and evaluate local, state and federally recognized resources to formulate recommendations.
5. Annually provide recommendations to the Board of Commissioners for employee compensation/benefit adjustments.
6. Ensure confidentiality, and deal with sensitive issues in an appropriate, positive, and professional manner.
7. Make fiscally sound judgments within the context of the total County organization, not their own departments.
8. Develop long term compensation/benefit strategy.
9. Work with Department heads, Managers, Elected Officials, Commissioners, and the Human Resources/Risk Management Department in a spirit of cooperation and teamwork.
10. Regularly attend meetings and work with other members of the Compensation Committee as a team player, respecting differing opinions.
11. Support and represent Committee recommendations to county employees positively.
12. Provide an estimated budget and operational impact of proposed compensation options.

Committee Make-Up/Appointment . . .

The Campbell County Compensation Committee is comprised of **thirteen** members as follows:

Four employees currently holding the positions of: Commissioners Administrative Director, Human Resources Director, County Clerk, and chair of the Personnel Committee. These positions have no term and will change automatically when the incumbent changes. These are voting members.

One employee currently holding the position of Human Resources/Generalist. This position will record a summary of each meeting, compile the salary data to be analyzed by the compensation consultant and assist the HR Director with reports. This is a non-voting member.

Two County Commissioners as appointed by the Board of Campbell County Commissioners. This appointment will be for a one-year term and an incumbent may serve more than one term. Terms served may be consecutive. These are voting members.

Two elected official(s) Board of Campbell County Commissioners or their designee(s), appointed by the Board of Campbell County Commissioners, (Campbell County Assessor, Attorney, Coroner, Clerk of District Court, Sheriff and Treasurer). This appointment will be for a five-year term and an incumbent may serve more than one term. Terms served may be consecutive. These are voting members.

Four At-Large-Members as appointed by the Board of Campbell County Commissioners. At-large-Members will serve five-year terms and are preferred to be Department or Division heads. Members may serve more than one term. Terms served may be consecutive. Appointments are staggered. These are voting members.

When a Compensation Committee vacancy occurs, the Director of HR/Risk Management will notify, in writing, all Department Heads. Employees desiring to serve will apply in writing for consideration to be appointed to serve on the committee. The application will be approved by the department head.

With recommendations from the Compensation Committee and in consultation with the Human Resources/Risk Management Director, the Commissioners will select the members. The following should be considered to establish a broad cross-sectional representation of the County:

A variety of Departments should be represented including: Departments functioning under the direction of the Board of Commissioners, Departments functioning under the direction of appointed boards and joint powers or elected boards choosing to be included in the Campbell County Compensation System

Applicant's ability to provide value and balance to the committee

The Commissioners will notify, in writing, the selected member(s).

County Committee Appointments serve at the pleasure of the Board of Campbell County Commissioners and may be removed by the Board of Campbell County Commissioners when in their judgment the best interest of the County would be served.

Conflict of Interest . . .

Campbell County Compensation Committee members are prohibited from making presentations for changes solely for their department and are not eligible to vote on matters relating specifically and solely to their department or agency. Campbell County Compensation Committee members are required to balance the needs of the employees of the entire County with the best interest of Campbell County and the taxpayers they serve.

Committee Meetings . . .

The Campbell County Compensation Committee will meet on the 2nd Wednesday of October through April. They will also meet on an as needed basis.

The following page(s) contain the backup material for Agenda Item: [10:20 NexGen911 Equipment Lease-Purchase Agreement](#)

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



MOTOROLA SOLUTIONS

August 27, 2021

CAMPBELL COUNTY, WY

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be lease purchased from Motorola Solutions Inc. The interest rate and payment streams outlined in Equipment Lease Purchase Agreement #25125 are valid for contracts that are executed and returned on or before **September 27, 2021**. After 9/27/21, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Once complete, a set with **ORIGINAL "wet" signatures** should be returned to me at the address below:

Motorola Solutions Credit Company LLC
Attn: Paul Mecaskey / 44th Floor
500 W. Monroe
Chicago, IL 60661

To help expedite the order process & given the Covid-19 crisis, I can work off a scanned copy with the originals to follow. Please scan prior to mailing & keep a copy for your records.

Should you have any questions, please contact me at 847-538-3707.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Paul Mecaskey

LESSEE FACT SHEET

Please help Motorola Solutions Inc. provide excellent billing service by providing the following information:

1. Complete **Billing Address** CAMPBELL COUNTY, WY

Attention: _____

Phone: _____
2. Lessee County Location: _____
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address

E-mail: _____

Phone: _____

Fax: _____
7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25125

LESSEE:

CAMPBELL COUNTY, WY
500 S. Gillette Ave
Gillette, WY 82716

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment, software, upgrades of same, extended warranties and other support, and other personal property described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. (or one of its wholly owned subsidiaries) pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to promptly discontinue use of the Equipment, remove or delete any software which is part of the Equipment from all of Lessee's computers and electronic devices, and peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; (ix) Lessee will be the only entity to own, use and operate the Equipment

during the Lease Term; and (x) Lessee agrees that the Equipment shall be and remain personal property notwithstanding the manner in which the same may be attached or affixed to realty, and Lessee shall do all acts and enter into all agreements necessary to insure that the Equipment remains personal property.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; or (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the

Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling,

leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

18.1 PARTIAL PAYMENT/PURCHASE OPTION – GRANT FUNDING. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than \$175,000.00 SO LONG AS SUCH PAYMENT IS BEING MADE FROM A FEDERAL GRANT FUNDING AWARD and upon Lessor's request, Lessee will provide Lessor certification of such. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease subject to Lessor's rights pursuant to the other terms of this Lease.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments

hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

25. GOVERNMENTAL IMMUNITY. Lessee does not waive governmental immunity by entering into this Lease and specifically retains all immunities and defenses available pursuant to Wyoming Statutes §§ 1-39-101 through 1-39-121, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Lease shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

*** *SIGNATURE PAGE TO FOLLOW* ***

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 27th day of August, 2021.

LESSEE:
CAMPBELL COUNTY, WY

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____

By: _____

Print Name: _____

Title: _____

Title: _____

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the CAMPBELL COUNTY, WY, an entity duly organized and existing under the laws of the **State of Wyoming**, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25125**, between CAMPBELL COUNTY, WY and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of CAMPBELL COUNTY, WY, hereto this

_____ day of _____, 2021.

By: _____

(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 25125 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for CAMPBELL COUNTY, WY

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A 25125
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25125** ("Lease"), between MOTOROLA SOLUTIONS INC. ("Lessor") and CAMPBELL COUNTY, WY ("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location: WY	

Initial Term: 60 Months

Commencement Date: 10/1/2021

First Payment Due Date: 10/1/2022

Five (5) consecutive annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

2.2.2 Equipment List

Below is the equipment list that details the end user hardware proposed.

2.2.2.1 Campbell County

Qty	Part Number	Description
3	ECX100101	WKS PC, Dual Video, 8gb RAM
6	ECX100104	MONITOR, 24W" FP, BLK
1	ECX100110-HAPF	ECX Dual Server R440, Federated App. Assem., HA
3	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)
3	ECX100201	VoIP Phone
3	ECX100204	Keypad, Genovation 24 Keypad DTP
2	ECX100305-2	Mediant 1000 Chassis (CAMA) (Max- 6 Cards)
4	ECX100305-3	Mediant 1000 Gateway FXS 4-port Card (CAMA)
2	ECX100311	Media Gateway, 8 port FXO to SIP (Admin/Ringdown)
1	ECX100312-1	Media Gateway, 4 Port FXS to SIP (Station Rec)
1	ECX100314	Media Gateway, PRI to SIP (Chassis and Card)
1	ECX100315	Rack Shelf, Media Gateway (FXS), 1U, 2 GW per Shelf
2	ECX100316	Rack Shelf, Media Gateway (FXO), 2U, 2 GW per Shelf
1	ECX100317	Rack Shelf, ALI Modems, Wks UPS (remote rack only), 3U
3	ECX200001	CALLSTATION License
1	ECX200004	DECISIONSTATION, SITE License
1	ECX200006	ADMINISTATION, SITE License
1	ECX200007	MESSAGEWORKS, SITE License
1	ECX200008	SIPWORKS, i3/IP INTERFACE, PSAP License
1	ECX200020	SMS - MSRP TCC Connectivity Lic. (Access License Only)
15	ECX200022	VIRUS PROTECTION, WKS. – per Pos. / per YEAR
1	ECX500001-24CH	CABINET ASSM, 24 RU, COMPLETE
1	ECX500002-PR	POS. BASED REC KIT - 4 Port
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100
1	ECX500011	FIREWALL
1	ECX500005-2	ROUTER (Enterprise/Remote)
1	ECX500007	MISC. MAT., CABLES, LOT
2	ECX500008-4	ALI MODEM, MOT202TSA (MW)
1	ECX500017-32	IP to Serial Dist., 32 Port
1	ECX500106	PDU, Rack Mount, Horz., 8 ports - 1U 20A 100/120V (L5-20)



2.2.2.2 Gillette

Qty	Part Number	Description
4	ECX100101	WKS PC, Dual Video, 8gb RAM
4	ECX100104-1	MONITOR (TCH-SCRN), 24W" FP, BLK
4	ECX100104	MONITOR, 24W" FP, BLK
1	ECX100110-HAEF	ECX Dual Server, Federated App. Assem., HA, EXP.
4	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)
4	ECX100201	VoIP Phone
4	ECX100204	Keypad, Genovation 24 Keypad DTP
2	ECX100305-2	Mediant 1000 Chassis (CAMA) (Max- 6 Cards)
2	ECX100305-3	Mediant 1000 Gateway FXS 4-port Card (CAMA)
1	ECX100312-1	Media Gateway, 4 Port FXS to SIP (Station Rec)
2	ECX100313	Media Gateway, 4 Port FXO to SIP (Admin/Ringdown)
1	ECX100314	Media Gateway, PRI to SIP (Chassis and Card)
1	ECX100315	Rack Shelf, Media Gateway (FXS), 1U, 2 GW per Shelf
2	ECX100316	Rack Shelf, Media Gateway (FXO), 2U, 2 GW per Shelf
1	ECX100317	Rack Shelf, ALI Modems, Wks UPS (remote rack only), 3U
3	ECX200001	CALLSTATION License
1	ECX200001-LU	CALLSTATION License, Limited Use / Dark
1	ECX200004	DECISIONSTATION, SITE License
1	ECX200006	ADMINISTATION, SITE License
1	ECX200007	MESSAGEWORKS, SITE License
1	ECX200008	SIPWORKS, i3/IP INTERFACE, PSAP License
1	ECX200020	SMS - MSRP TCC Connectivity Lic. (Access License Only)
20	ECX200022	VIRUS PROTECTION, WKS. – per Pos. / per YEAR
1	ECX500001-24CH	CABINET ASSM, 24 RU, COMPLETE
1	ECX500002-PR	POS. BASED REC KIT - 4 Port
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100
1	ECX500011	FIREWALL
1	ECX500005-2	ROUTER (Enterprise/Remote)
1	ECX500007	MISC. MAT., CABLES, LOT
2	ECX500008-4	ALI MODEM, MOT202TSA
1	ECX500017-32	IP to Serial Dist., 32 Port
1	ECX500106	PDU, Rack Mount, Horz., 8 ports - 1U 20A 100/120V (L5-20)

2.2.2.3 Optional Spare Equipment

Qty	Part Number	Description
1	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)
1	ECX100201	VoIP Phone
1	ECX100204	Keypad, Genovation 24 Keypad DTP
1	ECX100305-3	Mediant 1000 Gateway FXS 4-port Card (CAMA)
1	ECX100311	Media Gateway, 8 port FXO to SIP (Admin/Ringdown)

2.2.2.4 Optional SIPStation

Qty	Part Number	Description
1	ECX100201	VoIP Phone
1	ECX200013	SIPStation License, per Position



Total 911 Contract Amount: \$519,669.19
5 year Lease Loan Amount is: \$377,517.20
4 years of SW Support & On-Site Support: \$142,151.96
Lease Interest: \$39,517.20

Lessee: CAMPBELL COUNTY, WY

Schedule B (Lease #25125)

Compound Period: Annual
Nominal Annual Rate: 3.470%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	8/27/2021	377,517.20	1		
2 Payment	8/1/2022	83,379.00	5	Annual	8/1/2026

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	8/27/2021				377,517.20
1	8/1/2022	83,379.00	12,336.35	71,042.65	306,474.55
2	8/1/2023	83,379.00	10,635.24	72,743.76	233,730.79
3	8/1/2024	83,379.00	8,110.89	75,268.11	158,462.68
4	8/1/2025	83,379.00	5,498.95	77,880.05	80,582.63
5	8/1/2026	83,379.00	2,796.37	80,582.63	0.00
Grand Totals		416,895.00	39,377.80	377,517.20	

INITIAL INSURANCE REQUIREMENT: \$377,517.20

Lessee: CAMPBELL COUNTY, WY

Schedule B (Lease #25125)

Compound Period: Annual

Nominal Annual Rate: 3.401%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/1/2021	377,517.20	1		
2 Payment	10/1/2022	83,379.00	5	Annual	10/1/2026

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	10/1/2021				377,517.20
2021 Totals		0.00	0.00	0.00	
1	10/1/2022	83,379.00	12,839.78	70,539.22	306,977.98
2	10/1/2023	83,379.00	10,440.66	72,938.34	234,039.64
3	10/1/2024	83,379.00	7,959.95	75,419.05	158,620.59
4	10/1/2025	83,379.00	5,394.86	77,984.14	80,636.45
5	10/1/2026	83,379.00	2,742.55	80,636.45	0.00
Grand Totals		416,895.00	39,377.80	377,517.20	

INITIAL INSURANCE REQUIREMENT: \$377,517.20

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25125** to that Equipment Lease Purchase Agreement number **25125** will be maintained by **CAMPBELL COUNTY, WY** as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25125**, **CAMPBELL COUNTY, WY**, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25125 to that Equipment Lease Purchase Agreement number 25125. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25125 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
500 W Monroe
Chicago, IL 60661

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (# 25125)

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, **please address the following questions** by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

The equipment will be used to answer 911 Emergency calls and use included mapping and other tools to locate callers and determine emergency responders.

2. Why is the equipment essential to the operation of **CAMPBELL COUNTY, WY?**

Without this equipment we would not be able to answer 911 or administrative calls for service.

3. Does the equipment replace existing equipment?

Yes

If so, why is the replacement being made?

The current system is in need of a hardware refresh and software no longer supported.

The current system also does not include mapping which locates 911 callers.

4. Is there a specific cost justification for the new equipment?

Yes

If yes, please attach outline of justification.

The cost of the equipment is comparable to similar systems but cost can be spread over a 5 year period.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

☐ General Fund

- Have dollars already been appropriated for the Lease Payment? Yes -or- No

- If yes, for what fiscal year(s) have appropriations been made? _____

☐ Combination of Federal Grant funding supplemented by General Revenues

- What fiscal year(s) is expected to be funded via federal grants: _____

- What fiscal year(s) is expected to be funded via general revenues: _____

- Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- No

☒ Other (please describe): E911 Fund

CERTIFIED LESSEE RESOLUTION (Lease# 25125)

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) *held on or before the execution date of the Lease*, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between CAMPBELL COUNTY, WY (Lessee) and Motorola Solutions, Inc. (Lessor).
2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Bank Qualified Statement (Lease# 25125)

LESSEE CERTIFIES THAT IT (circle one) HAS or HAS NOT

DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

Form **8038-G**

(Rev. September 2018)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here ► ☐
1 Issuer's name Campbell County, WY	2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 500 S. Gillette Ave	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Gillette, WY 82716		7 Date of issue 10/1/2021
8 Name of issue Equipment Lease Purchase Agreement 25125		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	377,517	20
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a. ☐			
b If bonds are BANs, check only box 19b ☐			
20 If bonds are in the form of a lease or installment sale, check box ☐			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10 / 1 / 26	\$ 377,517.20	\$ n/a	5 years	3.401 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions
- b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:
- b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ▶ _____
- d** Enter the name of the issuer of the master pool bond ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box▶ ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box▶ ☐
- 41a** If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box▶ ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box.....▶ ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box.....▶ ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date ▶ _____ Type or print name and title

Signature of issuer's authorized representative

Paid**Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶ _____			Firm's EIN ▶ _____	
Firm's address ▶ _____			Phone no. _____	

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25125

Lease Schedule A No. : 25125

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25125. See Schedule A for a detailed Equipment List.

LESSEE:

CAMPBELL COUNTY, WY

By: __ to be completed after delivery__

Date: _____

COMMUNICATION SYSTEM AND SERVICES AGREEMENT

(Lease)

Motorola Solutions, Inc. ("Motorola") and Campbell County ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated _____

C-2 "Pricing Summary & Equipment List" dated _____

C-3 "Implementation Statement of Work" dated _____

C-4 "Acceptance Test Plan" or "ATP" dated _____

C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

Exhibit E "Equipment Lease Purchase Agreement Delivery and Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through E will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions

Use or disclosure of this proposal is subject
to the restrictions on the cover page.

applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, and user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent. Subject to the Wyoming Public Records Act.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"Derivative Proprietary Materials" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” means Motorola's Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the



applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within (45) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller

which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.



4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is **\$519,669.15**. The Contract Price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement executed between the parties. If applicable, a pricing summary is included with the Payment schedule. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities,

or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed and invoiced according to the pricing pages of the proposal, Exhibit B, or the applicable Addendum. Invoices will be mailed or emailed to Customer pursuant to Section 6.4, Invoicing and Shipping Addresses. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

6.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Unless otherwise stated in the Equipment Lease-Purchase Agreement, title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: Campbell County Sheriff's Office
Address: 600 W Boxelder Road, Gillette, WY 82718
Phone: 307-687-6161

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: abaker@ccgov.net
Customer CC(optional) Email: jwilliams@ccgov.net

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Campbell County Sheriff's Office
Address: 600 W Boxelder Road, Gillette, WY 82718

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation



Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate (Exhibit D) and the Equipment Lease Purchase Agreement Delivery and Acceptance Certificate (Exhibit E).

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.



Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the

default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. **GENERAL INDEMNITY BY CUSTOMER.** This section does not apply.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the

combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. **CONFIDENTIAL INFORMATION.** (Campbell County is subject to the Wyoming Public Records Act and will comply with confidentiality accordingly.)

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.



16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

Use or disclosure of this proposal is subject to the restrictions on the cover page.



17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although

Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.



The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____

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to the restrictions on the cover page.

Exhibit A

7.2 MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.



3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

7.2.1 Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.



Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

7.2.2 Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

7.2.3 Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

Use or disclosure of this proposal is subject
to the restrictions on the cover page.



13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B
For the System purchase financed through Motorola, please refer to the payment schedule included in the Equipment Lease-Purchase Agreement

If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable Addenda.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan, or as otherwise stated in the applicable addenda.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately.

The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.



EXHIBIT D

System Acceptance Certificate

7.3 CUSTOMER NAME: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Representative:

Signature: _____

Print Name: _____

Title: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Representative:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit E

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease

Use or disclosure of this proposal is subject
to the restrictions on the cover page.



Schedule A to the Equipment Lease Purchase Agreement executed by Lessee (Customer) and Lessor.

Equipment Lease Purchase Agreement No.: _____

Lease Schedule A No. : _____

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# _____. See Schedule A for a detailed Equipment List.

LESSEE/CUSTOMER:

By: _____

Title: _____

Date: _____

Please complete this form and send a copy via US mail or email to:

Motorola Solutions Credit Company LLC

Attn: Bill Stancik, Finance Manager | 500 W. Monroe, 44th Floor | Chicago, IL 60661

Email: bill.stancik@motorolasolutions.com | Telephone: (847) 538-453

MAINTENANCE, SUPPORT AND SERVICES ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and Services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.



1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

2. SCOPE

Motorola will provide Maintenance and Support Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 Intentionally Omitted.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start

Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.



3.2 **SERVICES**

3.2.1 Intentionally Omitted.

3.2.2 Intentionally Omitted

3.2.3 Intentionally Omitted.

3.2.4 Intentionally Omitted.

3.2.5 Intentionally Omitted.

3.2.6 In addition to the description of the services and exclusions provided in the Services Statement of Work, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) Services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this Addendum or the Services Statement of Work, services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Services.

3.2.7 Intentionally Omitted

3.2.8 Intentionally Omitted.

4. **PAYMENT**

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse

Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END



The following page(s) contain the backup material for Agenda Item: [10:25 Funding Request, Tyler Technologies](#)

*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.



Proposal

Local Government Division

Remote Services - Update Unknown Tax Types

Presented to:

Rocky A. Marquiss

Programmer Analyst, Campbell County ITS
Campbell County
500 S Gillette
Gillette, WY
(307) 682-7268
ram23@ccgov.net

Proposal date:

August 4, 2021

Submitted by:

Erin Walker
800-554-4434
Erin.Walker@tylertech.com

Tyler Technologies
Local Government Division
5519 53rd Street
Lubbock, Texas 79414

Investment Summary

Rocky A. Marquiss
Campbell County
August 4, 2021



Cost Breakdown

Proposal Valid for 120 days

Professional Services	Cost
Project: Update Unknown Tax Types	1,250
	1,250
Project Total	1,250

Please see page 4 for payment terms

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: _____

Date: _____

Print Name: _____

PO#: _____

Professional Services

Rocky A. Marquiss
Campbell County
August 4, 2021



Application Professional Services Summary		Services
Services		
Project: Update Unknown Tax Types		1,250
Services Total		1,250

Services Breakdown

Campbell County, WY Treasurer and Assessor: Request to change tax type in Tax-Wise tables for parcels with Unknown tax type and Active assessment status.

Tyler Technologies will provide remote services to Campbell County, WY Treasurer/Assessor's office as follows:

Scope of Work:

Project consists of two concise phases. Tyler Technologies provides files to client that meet desired criteria, listed in Phase 1. Client updates files with desired replacement tax type and returns to Tyler. Tyler updates appropriate Tax-Wise tables with each parcel's new tax type. NOTE: 2 phases are needed as these parcels will not all have the same tax type.

Phase 1

- Tyler Technologies agrees to provide client with files for 2010 – 2019 with parcel#, tax year and tax type where tax type is UN and status = Active. Tyler developer will determine the file format that works best for them.
- Campbell County updates files with new tax type and returns to Tyler. No other changes will be made to the files. Client expects to return the files in less than 1 week.

Phase 2

Tyler Technologies developer will update the tax type in Tax-Wise Parcel Master, Billing Master and any other table with the tax type for the parcel #s for the given tax year for each of the files.

**Client's preferred timeline is completion by August 27th. Client must return the data (Phase 1) no later than August 18th for Tyler to meet their deadline.*

Tax Suite Total	1250
------------------------	-------------

Existing Client Terms

Rocky A. Marquiss
Campbell County
August 4, 2021



Existing Client Terms

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;

Fees for hardware are invoiced upon delivery;

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;

Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

Implementation and other professional services fees shall be invoiced as delivered.

Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.

Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option.

Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

Expenses associated with onsite services are invoiced as incurred.



Proposal

Local Government Division

Remote Services - Remove Deleted Parcels Project

Presented to:

Rocky A. Marquiss

Programmer Analyst, Campbell County ITS
Campbell County
500 S Gillette
Gillette, WY
(307) 682-7268
ram23@ccgov.net

Proposal date:

August 4, 2021

Submitted by:

Erin Walker
800-554-4434
Erin.Walker@tylertech.com

Tyler Technologies
Local Government Division
5519 53rd Street
Lubbock, Texas 79414

Investment Summary

Rocky A. Marquiss
Campbell County
August 4, 2021



Cost Breakdown

Proposal Valid for 120 days

Professional Services	Cost
Project: Remove Deleted Parcels	500
	500
Project Total	500

Please see page 4 for payment terms

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: _____

Date: _____

Print Name: _____

PO#: _____

Professional Services

Rocky A. Marquiss
Campbell County
August 4, 2021



Application Professional Services Summary

	Services
Services	
Project: Remove Deleted Parcels	500
Services Total	500

Services Breakdown

Campbell County, WY Treasurer and Assessor: Request to to remove records, as defined in Scope of Work, from Tax-Wise

Tyler Technologies will provide remote services to Campbell County, WY Treasurer/Assessor's office as follows:

Tyler Technologies agrees to:

For tax years 2010 – 2019, Tyler developer to remove from Parcel Master the parcels for all tax types that have both:

- Assessment status of Deleted
- Billing status of Unbilled

Tyler developer will provide list of the records deleted for each tax year with parcel#, tax year & tax type.

Tax Suite Total

500

Existing Client Terms

Rocky A. Marquiss
Campbell County
August 4, 2021



Existing Client Terms

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

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Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option.

Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

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