

AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

DEL SHELSTAD Chairman
RUSTY BELL
BOB MAUL
COLLEEN FABER
DON HAMM

OCTOBER 4, 2022

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

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- A. [Consent Agenda](#)

VOUCHERS

- B. Vouchers

REGULAR BUSINESS

- | | | |
|----|--|--------------------------------|
| C. | 9:05 Wreaths Across America Proclamation Request | Toni Brown |
| D. | 9:10 Domestic Violence Awareness Month Proclamation | Shawna McDonald |
| E. | 9:15 Memorandum of Understanding for Public Health Facility Usage | Jane Glaser |
| F. | 9:20 Sole Source Purchase, Sheriff's Office | Sheriff Scott Matheny |
| G. | 9:25 Capital Fleet Purchase, Sheriff's Office | Tony Langone |
| H. | 9:30 Capital Contingency Request, Sheriff's Office | Tony Langone |
| I. | 9:35 Capital Fleet Request, Public Land Board | Tony Langone |
| J. | 9:40 Recreation Center Gym Floor Refinish Project Bid Award | Bill Beastrom |
| K. | 9:45 Cooperative Agreement for the Traffic Control and Blasting Plan | Kevin Geis |
| L. | 9:50 Christopher & Dana Reeve Foundation Grant Application | Dwayne Dillinger/Kristin Young |
| M. | 9:55 Fair Board Discussion | Chairman Shelstad |

PUBLIC COMMENT

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

ADJOURN

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

Consent Agenda

MINUTES

Board of Commissioners Lodging Tax Board Meeting, September 15, 2022

Board of Commissioners Directors Workshop, September 19, 2022

Board of Commissioners Museum Board Meeting, September 19, 2022

Board of Commissioners Regular Meeting, September 20, 2022

Board of Commissioners Fair Board Meeting, September 20, 2022

Board of Commissioners Library Board Meeting, September 26, 2022

PAYROLL PAYMENTS

September 17, 2022

CAPITAL REQUESTS

Clerk of District Court – Requesting to reallocate leftover funds from judge’s office furniture to purchase two (2) desk scanners and ten (10) computer monitors to comply with Supreme Court’s request to utilize new case management system; transfer \$2,452.76 to IT Capital account.

Public Works – Requesting to change capital purchase from two (2) enclosed side by sides with snowplows to three (3) stand on snow machines with attachments with no change to original budgeted amount of \$60,000.

LINE ITEM TRANSFERS

Extension

Transfer \$2,700.00 from 100102-62260 Professional Services to 100101-60200 Part time Regular

Fleet

Transfer \$25.00 from 100016-65000 Vehicle/Equip Repair/Maint to 100016-62100 Advert/Publication/Legal Notice

OFFICIAL BOND AND OATH

Central Campbell County Improvement & Service District – Robert L. Zabel

HAND WARRANTS

State of Wyoming – Department of Revenue & Taxation	\$2,567.33
Campco Federal Credit Union	150.00
Circuit Court of Campbell County	483.96
Campbell County Clerk Tax Account	301,332.60
Campbell County Treasurer – FLX/HSA	39,128.71
Great West Trust Company	29,440.00
Wyoming Child Support	1407.36
HM Life Insurance	174,706.64

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

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

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

Office of County Commissioners
September 15, 2022
Gillette, WY

The Campbell County Board of Commissioners met with the Lodging Tax Board Thursday, September 15, 2022, at 3:00 PM.

Present were Rusty Bell, Don Hamm, Commissioners; Susan F. Saunders, County Clerk, and members of the Lodging Tax Board. Commissioner Colleen Faber was present telephonically. Chairman Del Shelstad and Commissioner Bob Maul were absent from the meeting.

An update was provided on revenue numbers, and the 10% MOU account.

Discussion was held on the increase of visitors in both Gillette and Wright Visitor Centers and the increase of people on Gillette Ave.

An update was provided on the Camporee and summer tours.

No action was taken by the Commissioners, and they left the meeting at 3:20 PM.

Susan F. Saunders, Clerk
Board of Commissioners

Rusty Bell, Commissioner
Board of Commissioners

Office of County Commissioners
September 19, 2022
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, September 19, 2022, at 1:00 PM.

Present were Rusty Bell, Colleen Faber, Don Hamm, Del Shelstad, Commissioners; Susan F. Saunders, County Clerk; Leslie Perkins, Community & Government Relations Coordinator; Matt Olsen, Public Works Director; Kelly Wallem, County Attorney Office Manager; Todd Chatfield, Airport Director; Phil Harvey, ITS Director;; David King, Emergency Management Coordinator; Trena Bauder, Early Childhood Special Ed Manager; Kim Fry, Extension Office; Liz Edwards, County Fair Coordinator; Jane Glaser, Public Health Director; Robert Henning, Museum Director; Jeff Bender, Fire Chief; ReNae Keuck, Cam-Plex; Darin Edmonds, Cam-Plex Board Member and Denton Knapp, Commissioners Director. Commissioner Bob Maul was absent from the meeting.

Discussion was held on the possibility of the VFW leasing space from the county.

Phil Harvey presented an update on the timeline for the Time and Attendance system, and the Cyber Security annual training.

Brandy Elder gave an update on the open enrollment schedule and discussion was held on the Change of Status form process.

Liz Edwards gave an update on the 2022 Fair.

Matt Olsen provided an update on the Pronghorn Industrial Park project and EDA Grant.

David King discussed holding an emergency tabletop exercise after the October 17th Managers Meeting.

Discussion was held on the process of hiring a new Director or Management Company for Cam-Plex.

Discussion was held on the Centennial section.

Discussion was held on changing the fee schedule for the 24-Hour Catering and Malt Beverage Permits.

The Commissioners held a workshop with PFM Asset Management.

Commissioner Bell moved to convene into an Executive Session to discuss Personnel. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

The Board reconvened into regular session at 4:10 PM.

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

Susan F. Saunders, County Clerk
Board of County Commissioners

Del Shelstad, Chairman
Board of County Commissioners

Office of County Commissioners
September 19, 2022
Gillette, WY

The Campbell County Board of Commissioners met with the Museum Board, Monday, September 19, 2022, at 6:00 PM.

Present were Rusty Bell, Don Hamm, Del Shelstad, Colleen Faber, Commissioners; Susan F. Saunders, County Clerk; Denton Knapp, Commissioners Executive Director, and members of the Museum Board. Commissioner Bob Maul was absent from the meeting.

Robert Henning, Museum Director, gave a Virtual Reality demonstration.

Discussion was held on the position vacancy at the Museum.

Discussion was held on the County creating a standard Code of Conduct Policy.

Discussion was held on events the Museum will be having during the Camporee event.

Robert announced that July 2024 will be the Museums 50th Anniversary.

No action was taken by the Commissioners, and they left the meeting at 6:45 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Del Shelstad, Chairman
Board of County Commissioners

Office of County Commissioners
September 20, 2022
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, September 20, 2022. Chairman Shelstad called the meeting to order at 9:00 AM. Clark Melinkovich led in prayer and Chairman Shelstad led the Pledge of Allegiance.

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

The following consent agenda was presented:

MINUTES

Board of Commissioners Senior Citizens Board Meeting, August 31, 2022
Board of Commissioners Children's Developmental Services Board Meeting,
August 31, 2022
Board of Commissioners Directors Workshop, September 6, 2022
Board of Commissioners Regular Meeting, September 7, 2022
Board of Commissioners Public Land Board Meeting, September 8, 2022
Board of Commissioners Public Health Board Meeting, September 8, 2022

MONTHLY REPORTS

Clerk of District Court – August 2022
County Clerk – August 2022
Sheriff's Office – August 2022
Treasurer's Office – August 2022

PAYROLL PAYMENTS

August 31, 2022
September 8, 2022

CANCELLATION/REBATE OF TAXES

#2021-91, 2021-92, 2021-93, 2021-94, 2021-95

CAPITAL REQUESTS

Parks & Recreation – Originally budgeted \$18,580 for the purchase of a Turfco Triwave 45 Seeder; requesting to reallocate \$3,445 from the Triplex Mowers to cover the \$1,264 price increase and the purchase of the additional Turfco Power Unit \$2,181, for a total amount of \$22,025

Public Works – Originally budgeted \$5,000 for the purchase of a 20" Scrubber Machine; requesting to reallocate \$700 from the 14" Scrubber Outlay funds to cover the \$700 price increase, for a total amount of \$5,700

FINANCIAL ASSISTANCE AWARD

Economic Development Administration (EDA) – Approval for a \$2,769,869 EDA investment for development of the Pronghorn Industrial Park

LINE-ITEM TRANSFERS

Clerk's Office – Elections - Transfer \$4,975.00 from 100023-63360 Election, Ballot, Coding to 100023-62260 Professional Services

Parks & Recreation - Transfer \$60.00 from 100778-65080 Build-Maint-Elecsupp to 100778-63420 SpecEvents ProgCost; transfer \$1,550.00 from 100772-65000 VehEqRep-Vehicle Maint to 100772-64000 Supplies-SkateSharp; transfer \$950.00 from 100772-65000 VehEqRep-Vehicle Maint to 100772-64000 Supplies-GenEquip

POSITION VACANCY JUSTIFICATIONS

Road & Bridge – Equipment Operator
Rockpile Museum – Museum Educator

HAND WARRANTS

CCEHBTA Health & Dental	\$715,847.07
Delta Plan of Wyoming	1,626.40
VSP of Wyoming	7,702.57
Campco Federal Credit Union	150.00
Circuit Court of Campbell County	483.96
Campbell County Clerk Tax Account	305,592.86
Campbell County Treasurer – FLX/HSA	39,342.88
Great West Trust Company	29,570.00
Wyoming Child Support	1,407.36
Gallagher Benefit Services (Reliance)	18,697.87
WAG – Division of Criminal Investigation	45.00
Wex Bank	946.66

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

Commissioner Bell presented the Commissioners upcoming calendar of events.

Commissioner Bell moved to approve Resolution Number 3025 proclaiming September as “Suicide Prevention Month,” as presented. Commissioner Hamm seconded the motion. All Voted – Aye. Carried.

Commissioner Maul moved to approve the submission of the Devon, Inc. grant application for Campbell County Emergency Management to utilize for the Community Emergency Response Team (CERT) Program, in the amount of \$10,000, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the Letter of Support for Visionary Broadband to seek grant funding to improve and expand services in the Wright and Oriva Hills communities, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the District Support Grant Application for Rafter D Improvement and Service District in the amount of \$2,103.06 from Optional One Percent Sales Tax fund for crushed concrete/asphalt road base, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Maul moved to approve the District Support Grant Application for Sundog Improvement and Service District in the amount of \$8,010.00 from Optional One Percent Sales

Tax fund for drainage improvements and crushed concrete road base, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to award the Congestion Mitigation Air Quality (CMAQ) FY2021 Dust Suppression Project to Dustbusters, Inc., in the amount of \$347,100 and authorize the execution of all documents to complete the project, as presented. Commissioner Maul seconded the motion. All Voted – Aye. Carried.

Commissioner Bell moved to approve the contract between the Wyoming Department of Family Services and Campbell County for the Temporary Assistance for Needy Families Community Partnership Initiative (TANF-CPI) program, in the amount of \$91,000 for the period of October 1, 2022, to September 30, 2023, as presented. Commissioner Hamm seconded the motion. All Voted – Aye. Carried.

Discussion was held on the Gillette College District.

A Public Hearing was held at 10:30 AM for the purpose of hearing the Natural Resource Land Use Plan Update.

Commissioner Faber moved to approve the 2022 Amended Campbell County Natural Resource Land Use Plan, in accordance with Wyoming Statute §16-3-103, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

No Public Comment was given.

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 10:40 AM. The next regular meeting of the Commissioners will be held Tuesday, October 4, 2022, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, County Clerk
Board of County Commissioners

Del Shelstad, Chairman
Board of County Commissioners

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

Office of County Commissioners
September 20, 2022
Gillette, WY

The Campbell County Board of Commissioners attended the Fair Board meeting, Tuesday, September 20, 2022, at 6:00 PM.

Present were Don Hamm, Bob Maul, Del Shelstad Commissioners; Susan F. Saunders, County Clerk; Denton Knapp, Commissioners Executive Director, Commissioner Colleen Faber was present telephonically and members of the Fair Board. Commissioner Rusty Bell was absent from the meeting.

Discussion was held on purchasing a scale for Central Pavilion.

Discussion was held on the County creating a standard Code of Conduct Policy.

Discussion was held on the public meeting on the Camporee Event and the date change to November 14, 2022.

No action was taken by the Commissioners, and their portion of the meeting concluded at 6:10 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Del Shelstad, Chairman
Board of County Commissioners

Office of County Commissioners
September 26, 2022
Gillette, WY

The Campbell County Board of Commissioners met with the Library Board, Monday, September 26, 2022, at 4:00 PM.

Present were Rusty Bell, Del Shelstad, Colleen Faber, Don Hamm, Commissioners; Susan F. Saunders, County Clerk; Denton Knapp, Commissioners Executive Director, and members of the Library Board. Commissioner Bob Maul was absent from the meeting.

Public Works and Terri Lesley provided an update on the water line break and the library closure.

Discussion was held on the County creating a standard Code of Conduct Policy.

Terri Lesley announced that she will be doing an educational presentation at the WLA Conference.

Commissioner Bell moved to approve the position vacancy justification for Clerk of District Court. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

The Commissioners concluded their portion of the meeting at 4:20 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Del Shelstad, Chairman
Board of County Commissioners

PAYROLL PAYMENT

FOR THE PAY PERIOD (s) ENDING

Sept 17, 2022

_____, _____

_____, _____

We do hereby approve the County Payroll as presented this 4 day of Oct, 2022

Member

Member

Member

Member

Chairman

CAMPBELL COUNTY
Request for Change of Capital Purchase

Agency Requesting Change: Clerk of District Court _____

Description of Original Purchase Item: Office Furniture for the Judges Office _____

(ALREADY PURCHASED) _____

Description of New Purchase Item: 10 New Monitors and 2 more desk scanners _____

Account Number: 111-68260 _____

Reason for Change: The Supreme Court would like for us to have 2 monitors at each desk for our new case management system, plus I am short 2 scanners _____

Do you intend to purchase the original capital item later this fiscal year? yes no (purchased)

If yes, how do you plan to fund the purchase? I already purchased the office furniture. The Judge went with the lower priced furniture, so I have funds left over. Would like to transfer some of these funds to the IT Dept. to purchase the monitors and scanners needed. _____


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



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

Review and Complete Purchase

COLEEN WINTERHOLLER,

Thank you for considering CDW•G for your technology needs. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1C8RVTT	9/20/2022	DISTRICT COURT CLERK	3391691	\$2,452.76

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Epson DS-530 II Color Duplex Document Scanner Mfg. Part#: B11B261202 Contract: National IPA Technology Solutions - State of WY (2018011-01)	2	6272846	\$357.93	\$715.86
ViewSonic VG2448 - LED monitor - Full HD (1080p) - 24" Mfg. Part#: VG2448A Contract: National IPA Technology Solutions - State of WY (2018011-01)	10	6763787	\$173.69	\$1,736.90

SUBTOTAL \$2,452.76

SHIPPING \$0.00

SALES TAX \$0.00

GRAND TOTAL \$2,452.76

PURCHASER BILLING INFO

Billing Address:
CAMPBELL COUNTY ITS
ACCOUNTS PAYABLE
500 S GILLETTE AVE STE B700
GILLETTE, WY 82716-4262
Phone: (307) 687-6383
Payment Terms:

DELIVER TO

Shipping Address:
CAMPBELL COUNTY ITS
ATTN: COLEEN WINTERHOLLER
500 S GILLETTE AVE
SUITE B700
GILLETTE, WY 82716
Phone: (307) 687-6383
Shipping Method: UPS Ground (2-3 days)

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Logan Slack | (877) 325-9495 | logan.slack@cdwg.com

CAMPBELL COUNTY
Request for Change of Capital Purchase

Agency Requesting Change: Public Works _____

Description of Original Purchase Item: 2- Enclosed Side by Sides with snowplow _____

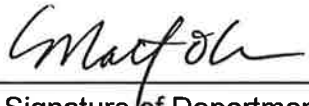
Description of New Purchase Item: 3 Stand on snow machines with attachments _____

Account Number: 100083-68200 _____

Reason for Change: Snow machines will do more and fit on sidewalks better than the side by sides. They also come with more attachments, and we can purchase 3 units versus the 2 side by sides. _____

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? We will use the same money that was budgeted for the side by sides. _____

originally \$68,000


Signature of Department Head

9-26-2022

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

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners
FROM: Extension
DATE: 09/26/2022
SUBJECT: Budget Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
09/26/2022	\$2700.00	402.62260 100102 -	Professional Services	104.60200 100101 -	Part Time Regular

***This amount is transferred to help cover the vacant 4H Educator position.*

Department Head Signature: Kimberly Fung *9/26/22*
Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners
FROM: Tony Langone
DATE: 9/27/22
SUBJECT: Budget Line-Item Transfer Request

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
9/27/22	25.00	100016-65000	Vehicle/Equip Repair/Maint	100016-62100	Advert/Publication/ Legal Notice

Department Head Signature: _____

Commissioner Signature: _____

vgd 9/27/22

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 71020946

That we Robert L. Zabel,

of Gillette, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto District, the State of Wyoming, in the penal

sum of Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 10th day of September, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden

Appointed ☒

Principal was duly Elected ☐ to the office of Treasurer

in the _____ of Central Campbell County Improvement & Service District,

and State aforesaid for the term beginning October 12th, 2022, and ending

October 12th, 2023.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Treasurer as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.

Approved by the Board of County

Commissioners this day of

..... A.D. 20

R. Zabel
Principal

WESTERN SURETY COMPANY

By Paul T. Briffat
Paul T. Briffat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 10th day of September, 2022, before me, appeared

Paul T. Bruflat to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



My Commission Expires June 18, 2025

P. Dahl

Notary Public

OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

R. Zabel

State of Wyoming

County of Campbell } ss

This Oath of Office was subscribed and sworn to before me by Robert L Zabel
on this 27 day of September, 2022
My commission expires:

1-3-2023

Susan Saunders

Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Campbell } ss

On this 27 day of September, 2022, before me, personally appeared

Robert L Zabel, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as his free act and deed.

My commission expires

1-3

2023

Susan Saunders

Notary Public, Wyoming

[Signature]

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Treasurer Central Campbell County Improvement & Service District

bond with bond number 71020946

for Robert L. Zabel

as Principal in the penalty amount not to exceed: \$ 10,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 10th day of September, 2022.

ATTEST

P. Leitheiser
P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY

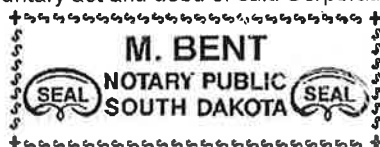
By

Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 10th day of September, 2022, before me, a Notary Public, personally appeared
Paul T. Bruflat and P. Leitheiser

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires March 2, 2026

M. Bent

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



The following page(s) contain the backup material for Agenda Item: [9:10 Domestic Violence Awareness Month 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.

2022 DOMESTIC VIOLENCE AWARENESS MONTH

RESOLUTION NO. 3026

WHEREAS, October is Domestic Violence Awareness Month;

WHEREAS, domestic violence and sexual violence are interrelated forms of violence that share common risk factors according to the National Center for Injury Prevention and Control;

WHEREAS, domestic violence, also known as intimate partner violence, is a serious crime that affects people of all races, ages, gender, and income levels. On average 24 people per minute are victims of sexual assault, physical violence, or stalking by an intimate partner in the United States. Domestic violence does not discriminate, over the course of one year that equals more than 12 million men and women;

WHEREAS, strangulation is, alarmingly, quite common in domestic violence. The Journal of Emergency Medicine indicates that 23% to 68% of female domestic violence victims experienced at least one strangulation-related incident from their abusive male partner during their lifetime;

WHEREAS, domestic violence costs our nation billions of dollars annually in medical expenses, law enforcement, court costs, shelter, foster care, sick leave, and no-productivity;

WHEREAS, children exposed to domestic violence are believed to be abused and neglected at a rate higher than the national average. According to the Department of Justice, nine out of ten children who are exposed to domestic violence in their lifetime are eyewitnesses to the event;

WHEREAS, in a national survey by the Department of Justice, children exposed to violence may suffer from difficulties with attachment, regressive behavior, anxiety, depression, aggression, and conduct problems. They may also be more prone to dating violence, delinquency, further victimization, and involvement with the juvenile justice system;

WHEREAS, only a coordinated community effort to educate all people and support victims and survivors will help bring awareness and prevent domestic violence. Prevention efforts should start by promoting and modeling healthy and respectful relationships and creating emotionally supportive home environments;

NOW, THEREFORE, BE IT PROCLAIMED, that the Campbell County Board of Commissioners, do hereby proclaim October as "Domestic Violence Awareness Month" in Campbell County and urge all our citizens to work together, in taking a stand against domestic violence. When we prevent domestic violence, we promote safety within our families and community. If you witness or suspect domestic violence, please contact our local law enforcement.

RESOLVED this 4th day of October 2022.

BOARD OF COUNTY COMMISSIONERS

CAMPBELL COUNTY, WYOMING

Del Shelstad, Chairman

Rusty Bell

Bob Maul

Colleen Faber

Don Hamm

ATTEST:_____
Susan F. Saunders, County Clerk

The following page(s) contain the backup material for Agenda Item: [9:15 Memorandum of Understanding for Public Health Facility Usage](#)

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

MEMORANDUM OF UNDERSTANDING FOR USE OF CAMPBELL COUNTY PUBLIC HEALTH FACILITIES

Between Obstetrix Medical Group of Colorado, P.C. (“Obstetrix” or “You”) and Campbell County Public Health (“Public Health”) to be effective September 1, 2022.

This Memorandum of Understanding (“MOU”) sets forth our binding agreement with respect to the terms of Obstetrix’ use of certain Public Health facilities at 2301 South 4-J Road, Gillette, WY, 82718 (further described on Exhibit A) to make certain services available in our community (hereinafter referred to as “Clinic”).

The intent of this arrangement is to improve access to specialty medical services that would otherwise be unavailable to the residents of Campbell County. Public Health has determined that there is a community need for Obstetrix’ professional services and that the availability of Obstetrix’ services is a valuable benefit to Campbell County.

Obstetrix desires to make its professional staff (hereinafter referred to as “Obstetrix Clinicians”) available in Campbell County.

However, because the Public Health has limited space and resources, we must pre-schedule Obstetrix visits and establish other conditions for use of PublicHealth facilities as set forth in this MOU.

AGREEMENT

1. Conditions of Your Participation.

1.1 No Obligation to Refer. There is no obligation on Obstetrix Clinician’s part to refer patients to Campbell County, or any governmental subdivision thereof, facilities or services. Obstetrix Clinicians are free to obtain medical staff membership and privileges at other hospitals and health care facilities and may refer patients to those hospitals and facilities as deemed appropriate. Obstetrix Clinicians shall not be required to take any action that they determine not to be in the patient's best interest. Notwithstanding any unanticipated effect of any of this MOU, neither of us will intentionally conduct ourselves in a manner that would constitute a violation of any applicable federal, state or local rule or regulation pertaining to improper inducements for patient referrals.

1.2 Billing. Obstetrix shall be responsible for all billing and collecting for the services rendered by Obstetrix under this MOU.

1.3 Scheduling Changes. The schedule for Clinic services shall be determined by mutual agreement. Because the availability of exam rooms is limited, you may use the PublicHealth facilities only when scheduled. Also, please keep in mind that patients rely on Obstetrix to receive specialty services and cannot readily obtain these services elsewhere in our community. In order to avoid inconvenience to patients and disruptions in care, scheduling changes must be arranged in advance with the Director of the PublicHealth. Except in the case of an emergency, schedule changes should be requested at least seven days prior to the scheduled date.

1.4 Purpose of Use and Participation. Obstetrix will use the PublicHealth facilities and resources only for the purpose of a providing specialty services to patients in accordance with the terms and conditions of this Agreement. Obstetrix will only utilize clinicians who are fully licensed to practice in the State of Wyoming by the applicable governing board.

1.5 Professional Conduct. Obstetrix understands that its behavior and demeanor at Clinic may also reflect on the reputation of Public Health and the other providers who practice at Public Health. You agree that you and your staff will conduct yourselves at all times in a professional manner and you will not discriminate against anyone on the basis of race, color, religion, age, national origin, gender, sexual orientation, ability to pay, or participation in a government health care program. You will accept and treat all scheduled patients including Medicare and Medicaid. You and your Staff will respect the confidentiality of patient information and will comply with the HIPAA privacy and security rules for protected health information. You will perform your Clinic services in accordance with applicable standards of care.

1.6 Personal Responsibility. You will be responsible for and shall indemnify and hold Campbell County and all its governmental subdivisions harmless from any and all liability, claims, damages, penalties, costs, and expenses including but not limited to reasonable attorneys' fees arising from your breach of any of your obligations under this MOU and your (or your Staff's) negligent acts or omissions or willful misconduct or otherwise resulting from your practice at Public Health Facilities.

1.7 Insurance. Obstetrix shall carry professional liability insurance sufficient to cover all reasonably foreseeable liability which may result from its practice and shall provide Public Health of proof of its coverage.

1.8 Governmental Immunity. Campbell County and all of its governmental subdivisions enjoy governmental immunity under the Wyoming Governmental Claims Act and hereby reserves all of its rights, immunities and defenses granted thereunder. Nothing in this agreement shall be interpreted as a waiver or any right, immunity or defense granted governmental entities in Wyoming.

1.9 Rent. As part of Campbell County Public Health's mission to provide public health services to the residents of Campbell County, no rent shall be charged to Obstetrix for providing services under this Agreement. Obstetrix shall provide a pediatric gastrointestinal clinic to the residents of Campbell County.

2. Term.

This MOU will be effective September 1, 2022 (the "Effective Date") and shall continue for one year, subject to automatic renewal for consecutive one-year terms thereafter unless terminated by Obstetrix with or without cause, upon thirty (30) days' written notice. Public Health may terminate this MOU and access to its facilities with or without cause without notice of any kind.

3. Relationship of the Parties.

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE NOT AN EMPLOYEE OF CAMPBELL COUNTY. CAMPBELL COUNTY SHALL NOT CONTROL THE METHOD, MANNER OR MEANS BY WHICH OBSTETRIX CLINICIANS PERFORM CLINIC SERVICES. NOTHING IN THIS AGREEMENT OR YOUR RELATIONSHIP WITH CAMPBELL COUNTY SHALL BE INTERPRETED TO AFFECT OR LIMIT THE EXERCISE OF OBSTETRIX CLINICIANS' INDEPENDENT PROFESSIONAL JUDGMENT. CAMPBELL COUNTY SHALL NOT PAY YOU ANY COMPENSATION FOR YOUR PARTICIPATION IN THE CLINIC OR THE CLINIC SERVICES THAT OBSTETRIX CLINICIANS PERFORM.

4. General Terms.

This MOU represents the complete agreement of the parties in connection with the subject matter herein. This MOU shall be interpreted and applied in accordance with the laws of the State of Wyoming. This MOU

shall be subject to all of the additional general terms set forth on Exhibit B which is incorporated by reference herein.

Please indicate your agreement with the above terms by your signature in the space provided on the following page.

Campbell County Public Health

By: _____
Chief Executive Officer or designee

Notice Address of Campbell County:

Jane Glaser, MSN,RN,APHN-BC

Executive Director of Campbell County Public Health

2301 South 4-J Road, Gillette, WY 82718

Obstetrix Medical Group of Colorado, P.C.

Printed Name

Signature

Notice Address of Obstetrix Medical Group of Colorado, P.C.:

3091 S. Jamaica Court

Suite 150

Aurora, Colorado 80014_____

Signature Page
Memorandum of Understanding

EXHIBIT A
SPACE, SCHEDULE, AND OTHER SERVICES

- ◆ You will have access to the following Public Health facilities (the “Clinic Space”) on a shared, non-exclusive, and pre-scheduled basis only during regular office hours of Public Health:
 - exam rooms (3)
- ◆ You will utilize the Public Health facilities according to a schedule mutually acceptable to you and Public Health.
- ◆ You will utilize the Clinic Space only for the purposes described in the MOU.

EXHIBIT B GENERAL TERMS

NOTICES. All notices permitted or required by this MOU shall be in writing and shall be personally delivered or sent by postage prepaid, certified U.S. Mail, return receipt requested to the recipient's address as set forth below his or her signature. All such notices shall be effective on the date of personal delivery or forty-eight (48) hours after deposit in the U.S. Mail. A party may change his, her or its address for notice purposes by providing written notice of such change to the other party.

TAXES, WITHHOLDING, AND BENEFITS EXCLUDED. OBSTETRIX IS AND SHALL BE SOLELY LIABLE FOR ANY FEDERAL AND STATE INCOME TAXES AND WITHHOLDING, UNEMPLOYMENT TAXES, FICA CONTRIBUTIONS, WORKERS' COMPENSATION PAYMENTS AND PREMIUMS APPLICABLE TO THE CLINIC SERVICES OR ANY OTHER SERVICES PERFORMED BY OBSTETRIX OR HIS/HER STAFF AT THE CLINIC. OBSTETRIX STAFF SHALL NOT BE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS THROUGH THIS MOU UNLESS UNEMPLOYMENT COMPENSATION OR BENEFITS ARE PROCURED OR PROVIDED BY SOME ENTITY OTHER THAN CAMPBELL COUNTY. OBSTETRIX HEREBY AGREES THAT CAMPBELL COUNTY SHALL NOT BE OBLIGATED TO PROVIDE OBSTETRIX OR HIS/HER STAFF, WITH VACATION PAY, DISABILITY INSURANCE, WORKERS' COMPENSATION INSURANCE OR ANY BENEFIT ARISING FROM AN EMPLOYMENT RELATIONSHIP. OBSTETRIX SHALL BE SOLELY LIABLE FOR ANY FEDERAL AND STATE INCOME TAXES AND WITHHOLDING, UNEMPLOYMENT TAXES, FICA CONTRIBUTIONS, AND WORKERS' COMPENSATION PAYMENTS AND PREMIUMS APPLICABLE TO THE PROFESSIONAL FEES THAT OBSTETRIX COLLECTS FOR HIS/HER CLINIC SERVICES.

MEDICARE/MEDICAID ELIGIBILITY. Obstetrix represents and certifies that neither Obstetrix nor any of its staff, agents, or employees (all collectively the "Agents") is currently excluded, suspended, debarred, or otherwise ineligible to participate in federal health care programs or in any other state or federal government payment program ("Program"), has been convicted of a crime relating to the provision of health care, or has been reinstated to participate in a Program after a period of exclusion, suspension, debarment or ineligibility. In furtherance of this certification, Obstetrix warrants and represents that he or she shall have queried the following databases with respect to each of the Agents: (i) the General Services Administration List of Parties Excluded from Federal Programs and (ii) the Department of Human Services, Office of Inspector General, List of Excluded Individuals and Entities. If Obstetrix or any of the Agents is excluded from participation in federal health care programs or any other state or federal government payment program, Obstetrix shall notify Campbell County immediately, but in no event more than five days after Obstetrix's knowledge of such fact, and Campbell County may immediately terminate this MOU.

MEDICARE ACCESS TO BOOKS AND RECORDS. The parties acknowledge and agree that this MOU is not intended to provide for the payment by Campbell County of any remuneration to Obstetrix. However, the parties agree that, if any provision of this Agreement is deemed to provide remuneration to Obstetrix, and if required by Section 952 of the Omnibus Reconciliation Act of 1980, Public Law No. 96-499, 94 Stat. 2599 (December 5, 1980) (the "Act"), then until the expiration of four (4) years following the furnishing of the services provided under this MOU, Obstetrix shall make available to Campbell County, the Secretary of the Department of Health and Human Services, or to the Comptroller General, or any of their duly authorized representatives, this MOU and any books, documents, or records of Obstetrix that are necessary to certify the nature and extent of the costs of the services provided by Obstetrix. Additionally, to the extent required by the Act, if Obstetrix carries out any of the services required by this MOU through a subcontract or assignment

worth Ten Thousand Dollars (\$10,000) or more with a related organization, such subcontract or assignment shall contain a clause requiring the subcontractor or assignee to make available to the above officials the subcontract and any books, documents, or records of the subcontractor or assignee that are necessary to verify the nature and extent of the costs of such services. This provision shall survive the expiration or termination of this MOU.

The following page(s) contain the backup material for Agenda Item: [9:20 Sole Source Purchase, Sheriff's Office](#)

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



CAMPBELL COUNTY
SHERIFF'S OFFICE
SCOTT MATHENY, SHERIFF

To: Campbell County Commissioners

From: Sheriff Scott Matheny

Reference: Sole Source Purchase Request for 2022
Taft Engineering

Justification:

The Campbell County Sheriff's Office is requesting a sole source purchase of an Aerco INN1060-N Innovation Potable Water Heater, required accessories, and freight from Taft Engineering. Taft Engineering is based in Centennial, CO in the amount of \$35,685.83. Please see the attached quote. The funding was approved for the 2022-2023 fiscal year budget in June of 2022.

The request for the sole source purchase derives from previous relationships with Taft Engineering representatives. The Campbell County Sheriff's Office currently has three Aerco domestic water heaters and three Aerco building heat units. All of these are controlled by a common control system. To be able to sole source this purchase from Taft Engineering would allow us to keep the control systems compatible, as well as allow consistency for any future heater maintenance.

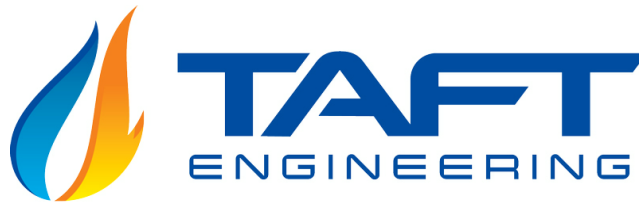
As mentioned above, Taft Engineering has worked with the Campbell County Sheriff's Office previously and installed the original water heaters. We would like to continue this fourteen-year working relationship.

Thank you for your time and consideration of this request.

Best regards,

Sheriff Scott Matheny





*Manufacturers' Representative for
High Efficiency HVAC & Plumbing Products*

12650 E Briarwood Ave Ste 203, Centennial, CO 80112 | t. (303) 753-4584 f. (720) 941-1199

Date: 08/30/22
Quote Number: TAFQ6900-01

Project Name: CAMPBELL COUNTY
SHERIFF'S OFFICE KC1000
REPLACEMENT

Company:
Attention:
Phone:
Fax:
Email:

Project Number: 32709
Location: Gillette, WY
Engineer:
Payment Terms: Net 30 Days
Freight Terms: FOB Factory

Quotation valid for 30 days
Quotation and sale subject to conditions and terms accompanying this quote.
Prices are exclusive of Sales tax where applicable. All orders subject to manufacturers acceptance.

We are pleased to quote the following equipment for your consideration:

Code	Qty	Description
*** This quotation is based on an email request for an Aerco Innovation INN1060 water heater to replace the discontinued KC1000. No drawings or specifications were provided. ***		
	1	Aerco INN1060-N Innovation Potable Water Heater, 1060 MBH Input, Natural Gas Firing, to Include the Following Features: - Precise Temperature Control +/- 4°F - Fully Modulating, 24:1 Energy Input - Condensing Design - Stainless Steel Heat Exchanger - NOx Emmissions: 6.8 Ng/J @ 3% O2 - Outlet Water Temp of 50° to 190°F - 160 PSIG ASME Working Pressure Certified - 6" Diameter Direct or Conventional Vent with PVC, CPVC, PP, or AL29-4C Materials - Not included within quotation unless specifically shown. - Remote Alarm Contacts - Sealed Combustion - UL, CUL Listed, FM Compliant, ASME Section IV (HLW) Stamped - Gas Pressure Requirements: 14" WC Maximum, 4" WC Minimum at Full Load - Electrical Requirements: 120V/1ph/60Hz, 20Amp, (9Amp FLA) - BACnet IP enabled
	1	Condensate Trap, Spare Ignitor, Spare Flame Detector, 6" PVC Exhaust Connection
	1	Condensate Neutralizer Kit - Up to 2000MBH
	1	Factory Certified Start-up Included: (1) Jobsite Visit for equipment startup and Owner's Training.
	1	Freight Charge to Jobsite

Code	Qty	Description
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Continued On Next Page ...

Standard Exclusions & Warranty Information:

This quotation includes the Standard Manufacturer's Warranty only, unless explicitly stated otherwise in the body of the quotation.

The Warranty Period begins at the Date of Equipment Shipment. If a warranty is required that starts from the date of substantial completion, then that date must be provided and a "special warranty" must be purchased. This will require a separate request for quotation. This coordination is the responsibility of the purchasing contractor, no exceptions.

If Bacnet or N2 compatibility is desired, then an optional communications gateway would be required (additional cost if not listed above). It is the responsibility of the purchasing contractor to coordinate the communications protocol with the controls contractor.

All Gas Fired Equipment will carry a de-rate based on the BTU content of the gas available.

CLEANING shall be by others.

Inspection Certificate shall be by others.

All field wiring, both primary and controls, shall be by others.

Wiring between any equipment and optional communications gateway(s) shall be by others.

All venting kits/materials and installation of such shall be by others. If venting is not listed as a separate line item above, then venting material is NOT included.

Any permits (including preparation of same) and associated fees shall be by others.

CSD-1 emergency shutdown switch(es) shall be by others and is not included. Terminals or an isolated contact shall be provided in boiler panels for field wiring of same in the non-recycle circuit as an auxiliary limit.

The following price is contractors Net, FOB-factory, freight INCLUDED to job-site. Unloading by others. Any and all piping, wiring, inspections, or associated fees are by others and not included in above quotation.

Total: \$35,685.83

** Plus Applicable Taxes*

Release for Production: Upon receipt of signed purchase order and signed submittal.

Submittals: 3-5 Days After Receipt of Purchase Order

Lead Time: 7-8 Weeks After Release for Production w/ Approved Submittals

Address Purchase Order To: Taft Engineering Inc.

12650 E Briarwood Ave., Ste 203 Centennial, CO 80112

Terms and Conditions: Factory Standard Terms and Conditions (See Attached)

Tax Exempt: Colorado Regulation 39-26-102.22. It is the duty of the vendor to collect the tax unless he is furnished with satisfactory proof that the sale is exempt by statute. Whenever there is a disagreement between a vendor and a buyer as to whether a given sale is tax exempt under this article, it shall be the duty of the vendor to collect and the duty of the buyer to pay the tax. The vendor shall thereupon give to the buyer a receipt (a copy of the sales invoice showing the amount of sales tax collected by the vendor will usually be sufficient) and the buyer may then make application to the department for a refund.

Pricing is only valid for 30 days and only if the purchaser's requested shipping date is within the stated lead time on this document.

Thank you for the opportunity to quote your requirements. Please feel free to contact me for any needed clarifications or questions.

Sincerely,

Ryan Zanini

Taft Engineering Inc.

A Manufacturers Representative Company

sales@taft-engineering.com | 303-753-4584

Technical Data Sheet

Innovation (600N-1350N) Water Heaters

The AERCO Innovation Water Heater utilizes state-of-the-art technology to easily meet highly diverse, demanding commercial and industrial hot water requirements in a compact and reliable condensing design. The durable, highly reliable AERguard™ stainless steel helical firetube heat exchanger assembly is thermal shockproof and scale resistant for extended life. The all stainless steel construction maximizes longevity in the condensing application and the corrugated tubes increase effective heat transfer surface area for optimal thermal efficiencies. Enhanced waterside flow distribution maintains constant minimum velocities across the heat exchanger; this keeps solids in suspension and greatly reduces scale dropout to maintain high efficiency performance and long life. The Innovation provides safe, instant hot water while mitigating the risks of Legionella and scalding due to lower set points, continual circulation and minimum water storage as buffer.

The advanced Edge [i] Controller incorporates dynamic feed-forward sensing for precise modulation of its turndown air/fuel delivery system. The Edge fires the unit to accurately match load requirements and produce tight hot water outlet temperature control. Edge includes onboard multi-unit sequencing logic for up to 16 units, eliminating a need for separate sequencing panel. Wasteful overshooting and cycling are virtually eliminated as is the need for storage tanks, mixing valves and other temperature averaging components in most applications. The set point is adjustable from 50°F to 190°F and control to $\pm 4^\circ\text{F}$ is easily achieved. Sidewall, through-the-roof, and sealed combustion capabilities provide broad installation flexibility. The small footprint, doorway size and quiet operation make it ideal for retrofit. With its tight temperature control, high efficiency, reliability and longevity the AERCO Innovation is truly a unique and advanced design.



U.S. Patent No.: 9,243,848

Features

- Precise temperature control $\pm 4^\circ\text{F}$
- Advanced Edge [i] Controller with 4.5" touchscreen
- Integrated Water Heater Management (WHM) multi-unit sequencing (up to 16 units)
- Fully modulating
- Condensing design
- AERguard stainless steel heat exchanger assembly
- Compact, space efficient design
- Natural gas
- Outlet water temperature of 50° to 190°F
- UL, cUL listed for closet installation on combustible flooring
- 160 PSIG ASME Working Pressure Certified
- Direct or conventional vent with PVC, CPVC, PP, or AL29-4C materials
- Whisper quiet operation
- Remote alarm contacts
- Ducted combustion air capable
- UL, cUL listed, FM compliant, ASME section IV (HLW) stamped

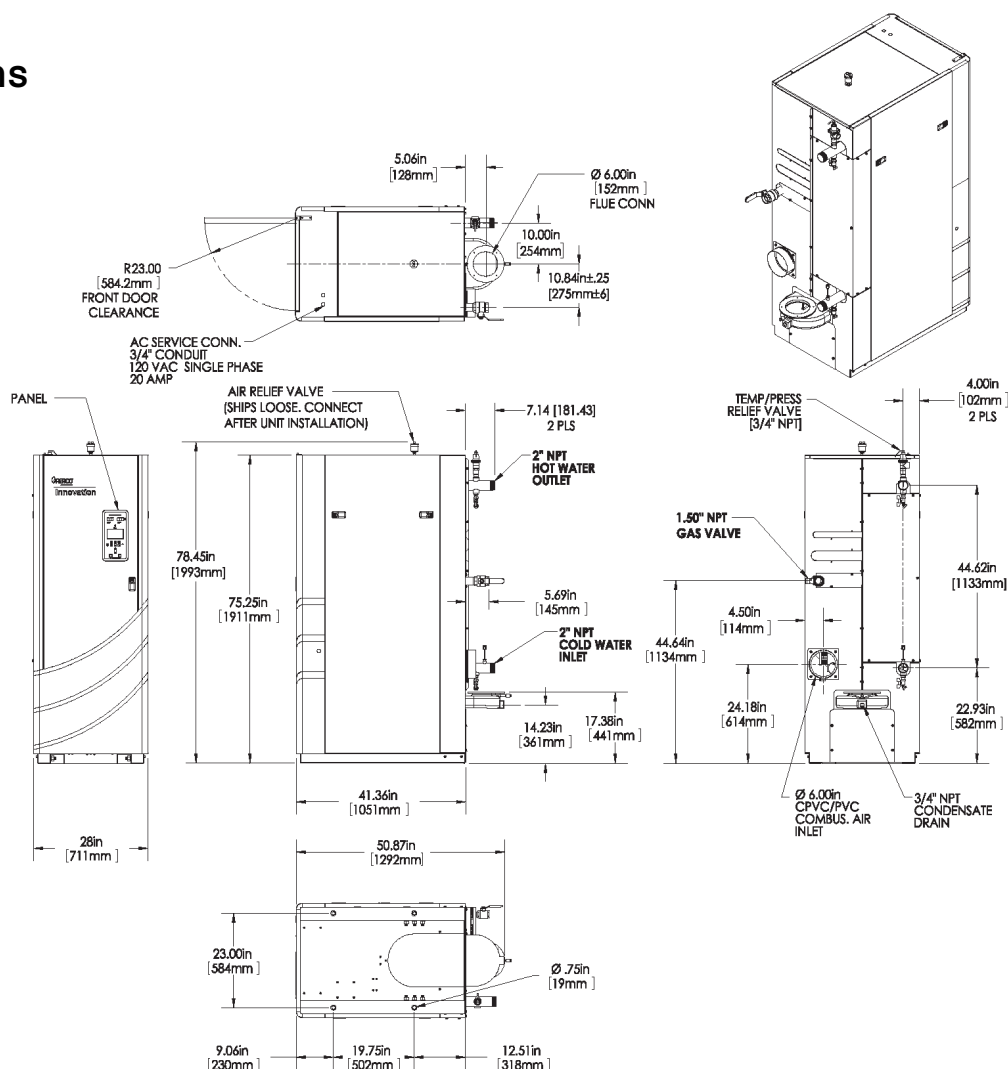
Recovery Capacity*

Innovation 600 [INN 600N]									
Temperature Rise [°F]	60°	70°	80°	90°	100°	110°	120°	130°	140°
Gallons Per Minute	19.3	16.5	14.5	12.8	11.6	10.5	9.6	8.9	8.3
Gallons Per Hour	1158	990	870	768	696	630	576	534	498
Innovation 800 [INN 800N]									
Temperature Rise [°F]	60°	70°	80°	90°	100°	110°	120°	130°	140°
Gallons Per Minute	25.7	22.0	19.3	17.1	15.4	14.0	12.8	11.9	11.0
Gallons Per Hour	1542	1320	1158	1026	924	840	768	714	660
Innovation 1060 [INN 1060N]									
Temperature Rise [°F]	60°	70°	80°	90°	100°	110°	120°	130°	140°
Gallons Per Minute	34.0	29.2	25.6	22.7	20.4	18.6	17.0	15.7	14.6
Gallons Per Hour	2040	1752	1536	1362	1224	1116	1020	942	876
Innovation 1350 [INN 1350N]									
Temperature Rise [°F]	60°	70°	80°	90°	100°	110°	120°	130°	140°
Gallons Per Minute	43.6	37.4	32.8	29.1	26.2	23.8	21.8	20.2	18.7
Gallons Per Hour	2616	2244	1968	1746	1572	1428	1308	1212	1122

*In condensing mode <2000 ft above sea level

Dimensions

[Inches]



Specifications

	INN 600N	INN 800N	INN 1060N	INN 1350N
Adjustable Temperature Control	50°F to 190°F			
Ambient Temperature	0°F to 130°F			
Accuracy	+/-4°F			
Input	625 MBH	800 MBH	1,060 MBH	1,350 MBH
Turndown Ratio (up to)	12:1	16:1	21:1	27:1
Flue and Air Intake	6" Diameter 4" Diameter Optional	6" Diameter		
Flue Material (per local code)	PVC, CPVC, PP or AL29-4C			
Water Inlet and Outlet	2" NPT Male			
Gas Connection - Natural Gas	1.5" NPT Male			
Gas Pressure Requirements (Nat. Gas)	14" WC Max			
	4" WC Minimum @ Full Load			
Maximum Continuous Water Flow	50 GPM			
Condensate Connection	3/4"NPT Female			
Maximum Condensate Flow	4.5 GPH	6 GPH	8 GPH	11 GPH
Pressure Rating	160 PSIG @ 210°F			
NOx Emissions Certifications	SCAQMD, TCEQ			
Standard Listing and Approvals	UL, cUL, ASME, (HLW)			
Gas Train Options	FM Compliant			
Electrical Requirements	120VAC, Single Phase, 60 Hz 20 Amp (11 FLA)			
Water Pressure Drop @ 15 gpm	1.25 psi			
Water Pressure Drop @ 30 gpm	2 psi			
Water Volume	25.3 gallons	25.3 gallons	22.0 gallons	19.9 gallons
Weight, Installed	980 lbs (dry), 1,202 lbs (wet)	980 lbs (dry), 1,202 lbs (wet)	1000 lbs (dry), 1,190 lbs (wet)	1,050 lbs (dry), 1,222 lbs (wet)
Weight Shipping	1,080 lbs	1,080 lbs	1,100 lbs	1,150 lbs



Heating and Hot Water Solutions

AERCO International, Inc. • 100 Oritani Drive • Blauvelt, NY 10913
USA: T: (845) 580-8000 • Toll Free: (800) 526-0288 • AERCO.com

© 2019 AERCO

PRESSURE VESSEL: 10 YEARS NON-PRORATED

The shell assembly shall carry a non-prorated 10 year limited warranty from date of shipment against leakage due to thermal shock, water side corrosion when operated within AERCO's published Water Quality Guidelines, mechanical defects or workmanship.

HEAT EXCHANGER TUBES/COMBUSTION CHAMBER: 10 YEARS

The heat exchanger/combustion chamber shall carry a 10 year prorated, limited warranty from date of shipment against typical condensate corrosion, thermal stress failure, mechanical defects or workmanship. Operation of the heater using contaminated air will void the warranty. The heat exchanger shall not be warranted from failure due to: scaling, liming, corrosion, erosion due to water or installation conditions, operation outside of AERCO's published Water Quality Guidelines, or damage due to freeze conditions. In the event of a covered defect during the warranty period, **AERCO** will, at its option, repair, or offer to exchange the heat exchanger for the same or equivalent model discounted according to the following schedule:

Year	Discount From Current List Price
1-5	100%
6	70%
7	60%
8	50%
9	40%
10	30%

EDGE [i] and C-MORE CONTROL PANEL: 2 YEARS FROM SHIPMENT

AERCO labeled control panels are warranted for (2) two years from shipment.

OTHER COMPONENTS

All other components, with the exception of the igniter and flame detector, are warranted against any failure for eighteen (18) months from shipment. The igniter and flame detector are warranted only against defects in material and workmanship for ninety (90) days from shipment.

The above limited warranty is in lieu of and not in addition to any other express or implied warranties in any documents, or under any law. No salesman or other representative of **AERCO** has any authority to expand warranties beyond the face of the above warranty and purchaser shall not rely on any oral statement except as stated in the above warranty. **THE WARRANTY SET FORTH HEREIN IS GIVEN EXPRESSLY AND IS THE ONLY WARRANTY GIVEN BY AERCO. AERCO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. AERCO HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR**

IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The remedy described in the above limited warranty shall constitute the sole and exclusive remedy for breach of warranty, and AERCO shall not be responsible for any incidental, special or consequential damages, including without limitation, lost profits or the cost of repairing or replacing other property which is damaged if this product does not work properly, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, damage from adverse water conditions, chemical, or any other circumstances over which AERCO has no control. This warranty shall be invalidated by any abuse, misuse, misapplication, improper installation or improper maintenance or alteration of the product.

Any claim relating to the product must be filed with **AERCO** not later than 14 days after the event giving rise to such claim. Any claims relating to this product shall be limited to the sale price of the product at the time of sale. The sale of the product is specifically conditioned upon acceptance of these terms.

Should an **AERCO** Innovation water heater fail for any of the above reasons within the applicable warranty period from the date of original shipment(s), AERCO shall at its option repair or exchange the defective item as outlined above. **AERCO** shall have the option of having the item returned, FOB its factory, or to make field replacements at the point of installation. **In no event shall AERCO be held liable for replacement labor charges** or for freight or handling charges.

AERCO shall accept no responsibility for products that have been improperly installed, operated, or maintained – as defined in the Maintenance section of the Innovation O&M manual – or if the buyer has permitted any unauthorized modification, adjustment, and/or repairs to the item. The use of replacement parts not manufactured or sold by **AERCO** will void any warranty, express or limited.

AERCO shall accept no responsibility for products that have been damaged due to contaminated combustion air containing but not limited to sheetrock particles, plaster board particles, dirt, dust, lint, and corrosive chemicals such as chlorine gas, halogenated hydrocarbons and refrigerants.

In order to process a warranty claim a formal purchase order number is required prior to shipment of any warranty item. In addition, the returned item must include a Returned Goods Authorization (RGA) label, attached to the shipping carton, which identifies the item's return address, register number and factory authorized RGA number.

Warranty coverage for all components and equipment mentioned in the above warranty are not valid unless the water heater is started up by a factory certified ATT (AERCO Trained Technician) and an AERCO start-up sheet is completed.

This warranty applies only to units sold to customers in North America.

PAYMENT TERMS

(For accounts with approved credit)

Standard Terms: Net 30 days from date of invoice

- A Finance Charge of 1.5% per month (18% annual) will be assessed on late balances.

Progressive Payment Terms: over \$300K

- Applicable to all orders in which all Purchase Orders from the same purchaser total more than \$300k.

Payment Schedule:

- **60%** Payment due immediately at time of formal "Release to Production Directive" and receipt of "Approved Submittals"
 - * Order is not placed into production until this payment is received.
- **40%** Due Net 30 Days from date of Invoice & shipment notification

*** Under no circumstances can Taft Engineering accept "Pay when Paid" terms or any similar terms. ***

*** If value of all open purchase orders currently into Taft exceeds \$300k, please call our office for special term requirements. ***

The following page(s) contain the backup material for Agenda Item: [9:25 Capital Fleet Purchase, Sheriff's Office](#)

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

**OFFICE**

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

Denton Knapp, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

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

MEMORANDUM

TO: Campbell County Board of Commissioners

FROM: Anthony Langone, Fleet Manager

RE: FY 2022/23 Capital Information for Sheriff's Office Transport Vehicles

Date: September 27, 2022

On August 24th I closed bids for county vehicles and did not receive any bids for the Sheriff's Office transport vehicles. On September 7th the Board of Commissioner's approved for me to go out and locate these vehicles. I was able to locate and order (2) 2023 Ford Transit 150 passenger vans. These vans are both under budget at **\$51,065.00** per unit. These vans were purchased locally from Thunder Basin Ford.

For the third transport vehicle, the Sheriff's Department suggested a large 4x4 SUV. I am currently searching for one within budget, I will let the Commissioners know as soon as I have secured that vehicle.

The following page(s) contain the backup material for Agenda Item: [9:30 Capital Contingency Request, Sheriff's Office](#)

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

**OFFICE**

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

Denton Knapp, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

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

MEMORANDUM

TO: Campbell County Board of Commissioners

FROM: Anthony Langone, Fleet Manager

RE: FY 2022/23 Capital Contingency Request for Sheriff's Office Skid Steer

Date: September 27, 2022

I recently received a request from the Sheriff's Office looking for a forklift to assist in unloading shipping orders when they receive them. They have had recent changes with their food delivery services, and the new delivery trucks are not equipped with lift gates. With Road & Bridge located north of town they have no equipment to unload these pallets and are currently unloading these trucks by hand. They receive these deliveries once a week, and with winter approaching they feel like they are asking for an injury.

As we talked more about the piece of equipment that should be used to assist in unloading the trucks, it was suggested that a skid steer with forks would work better. The thought is now the Sheriff's Office would have a piece of equipment to assist unloading trucks but also snow removal not only for their facility but also the fuel pumps and along the 4-J section of county facilities.

I got quotes from local vendors for a used skid steer the prices and equipment are listed below.

United Rentals quoted 2018 BOBCAT T550	3062 hours	\$49,200.00
Floyd's Truck quoted 2020 Gehl R190		\$52,035.00
Torgerson's quoted 2020 Case SR210B	3-4k hours	\$40,200.00 *

If approved, I would like to ask that **\$40,200.00** in contingency money be transferred from 1% Contingency 170013.69800 to 170051.66900 1% S.O. Emergency Safety.

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.



**CAMPBELL COUNTY
SHERIFF'S OFFICE**
SCOTT MATHENY, SHERIFF

August 30, 2022

TO: Campbell County Board of Commissioners
FROM: Campbell County Sheriff's Office
SUBJECT: Request for Purchase of a Skidster Skidloader for use by County facilities geolocated near the County Sheriff's Office

JUSTIFICATION:

A series of recent changes in Campbell County operations have created significant needs for county entities prompting the need for this request.

With the re-location of the Road and Bridge to the north edge of Gillette the Sheriff's Office, Library, Public Health and Children's Development Center, have been left without readily available equipment to handle certain needs that arise in our day-to-day operations.

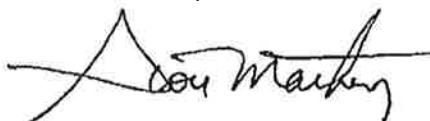
Changing our food service to Trinity Food Services had brought significant changes in the delivery from previous vendors. Trinity Food Services deliveries come in a regular 53foot semi-trailer from Arkansas once weekly with a minimum of two pallets to significantly more. These pallets can contain up to 2000 pounds of products. The Sheriff's Office does not have a loading dock/ramp and the pallets have to be opened and offloaded by hand to another pallet before being moved inside safely. This requires inmates or kitchen staff to climb into the back of the trailer and unload or hand products down from the trailer exposing them to fall or injury which could be avoided with the proper equipment.

During winter months the Sheriff's Office needs to maintain access to and from the Sheriff's Office to maintain Emergency Services and Detention for the County and currently during significant storms we are at the mercy of waiting for Road and Bridge to get to our area from their new location. During these events if equipped we would be willing to assist the other departments, Library, Public Health and Children's Development Center with maintaining access for their employees and services.

From time to time the Sheriff's Office receives other large freight and would benefit from having equipment on hand to unload it safely avoiding injury to employees. Typically, we are given a short notification that the freight is being delivered and we are unable to coordinate with Road and Bridge or Public Works to arrange for a forklift on site to assist and off load by hand which is not ideal.

The proposed purchase of the Skid Loader equipment would greatly increase the Sheriff's Office capabilities to safely off load freight and equipment as well as maintain access and our parking lot during winter and spring storms to maintain a safer service for the community.

Thank You for your consideration of this purchase outside of normal budgeting process.

 17-1

Serving Campbell County Since 1911



The following page(s) contain the backup material for Agenda Item: [9:35 Capital Fleet Request, Public Land Board](#)

*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.

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Gillette, Wyoming 82716
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Denton Knapp, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

Del Shelstad, Chairman
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Colleen Faber
Don Hamm

MEMORANDUM

TO: Campbell County Board of Commissioners

FROM: Anthony Langone, Fleet Manager

RE: FY 2022/23 Capital Request for Public Land Board

Date: September 27, 2022

This year during National Finals Rodeo Cam-Plex brought in several different brands of tractors for use during the event. They used this as somewhat of a test to see what tractors were performing to their needs with specific implements. After seeing what tractors were able to function as needed, we also considered serviceability as this has become an issue as of recently.

After consideration, the Case IH Farmall 120U provided by Torgerson's here in Gillette was the front runner. Not only did the tractor perform as needed, but they can also service locally which can be a large cost saver if we have issues in the future.

I would like to purchase this 2022 Case IH Farmall 120U from Torgerson's in Gillette for \$117,700.00. This purchase would be through the Sourcewell purchasing program, and this includes a trade in value of a 2015 John Deere 6125M at \$35,000. This purchase will be a total of **\$82,700.00** from 120123.68200 PLB fleet equipment account.

**Customer**

Company: Campbell County
Contact: Tony Langone
Email: tlangone@cccgov.net
Phone: 307-687-6346
Fax: _____

Address: 500 S. Gillette Ave- STE 1100
City: Gillette
State: WY
Zip: 82716
Account: Complex

Dates

Quote Issued: 26-Sep-22

Unit Number	Product Description	Quantity	List Price	TOTAL
	2022 Farmall 120U Tractor	1		\$99,700
	Suspended Cab, HI VIS, Heat and A/C			
	Performance Monitor w/ ISO			
	Premium Air Seat, moniter mount bracket			
	Heavy Battery, Cold Weather			
	16x16 Trans w/ auto shift, Less Radar			
	3 Rear remotes, Fixed Pump			
	540/ 540E/ 1000 RPM PTO			
	HD MFD w/ Hyd diff lock Front Axle			
	14.9R24 HD Rim Front Tires			
	460/85 R34 Rear Tires- HD Flange Axle			
	STD Rear Fenders, Dynamic Front Fenders			
	Loader Ready, 2 mid mount valves w/ Joystic			
	Fender PTO, 3 point controls, Rear axle diff lock			
	4 LED Work Lights- 2 Wide angle Mirrors			
	6 Rear Wheel Weights- Front Weight Carrier			
	L103 MSL Loader, Euro Coupler			\$18,000
	3rd Function Diverter, Quick Release Hyd			
	83" HD Bucket w/ Grapple			
	TRADE 2015 JD 6125M			\$35,000
	Serial # AEH8126			
	APPROX 4500 Hrs			
	NET TRADE			\$82,700

Sub Total:

Sales Tax

TOTAL:

Accepted By: _____

Date: _____

Signature: _____

Order Information

Torgersons LLC
4802 S. Garner Lake rd
Gillette WY 82718

Attn: Nick Baxter
Tel: 307-689-8069
Fax:
Email: nick.baxter@torgerson.biz

Terms & Conditions

Quote Good For 30 Days
Pricing and Availability may change

The following page(s) contain the backup material for Agenda Item: [9:40 Recreation Center Gym Floor Refinish Project Bid Award](#)

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

MEMORANDUM

TO: Board of Commissioners

FROM: Matt Olsen, Public Works Director

DATE: September 28 2022

SUBJECT: Recreation Center Gym Floor Refinish

Budget for refinishing the Recreation Center gym floor was included in the current fiscal year. The floor will need to be sanded to remove all the old finish and paint, then new lines and logos will be painted, and the floor will be refinished. The project was sent out for three (3) quotes and only one quote was received:

Wyoming Floors (Montana)	\$117,234.00
Allied Products Inc (Oregon)	No bid
Whited Flooring (Casper)	No reply

Wyoming Wood Floors LLC is from Montana but performs a lot of work in Wyoming. The local School Districts in the area all recommended them as they have done work for them in the past. Public Works recommends the Recreation Center Floor Refinish project be awarded to Wyoming Wood Floors LLC in the amount of \$117,234.00 which is within budget.

Wyoming Wood Floors LLC

20450 US Hwy 10 East
Clinton, MT 59825

Phone# 406-549-1900

Dan@wyomingwoodfloors.com

www.wyomingwoodfloors.com

Estimate

Date	Estimate #
8/16/2022	513

Name / Address
Campbell County Rec Center Bill Beastrom 250 Shoshone Ave Gillette, WY 82718

Ship To
Campbell County Rec Center Bill Beastrom 250 Shoshone Ave Gillette, WY 82718

P.O. No.	Terms	Due Date	Rep	Account #	Project
	50% Down balance...	9/15/2022			Sanding 2022

Description	Total
Sand, Seal with 2 coats oil modified gym floor sealer, paint and stain per layout, finish with 2 coats water-based gym floor finish. 18972 sq ft @ \$3.75/sq ft	71,145.00
Sand, Seal Fitness Gym with 2 coats oil modified gym floor sealer, No Paint, finish with 2 coats water-based gym floor finish. 1920 sq ft @ \$3.75/sq ft	7,200.00
3 Center Circle Logos - \$3950/each Stained Keys all 3 courts - \$3500/each court Lettering exterior courts (Large Lettering) - "Campbell County" - \$5900/each 3' Boundary on End Zones and 2' Boundary on the Sidelines - \$2595/each court Small Auxiliary Logos - \$2495/each X 4 - 2 on Center Court and 1 each on exterior courts Discount of Large Graphics Package - 10%	51,915.00 -13,026.00
Additional lines, lettering, graphics, staining etc. can be added for an additional fee.	
Work to take 4 to 6 weeks, gym will resume full use 48 hours after final coat of finish is applied	
Estimate good for 2022-2023, This price is for off-season work - Sept - Beginning of April	
Terms: 50% Down upon acceptance of this estimate to hold date, Balance due upon completion of project.	
	Total
	\$117,234.00

Customer Signature



Department of Public Works

Matt Oleson M.S., P.E., Director

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

Construction Price Quote **APPROVAL**

Contractor: Wyoming Wood Floors LLC

Project: Recreation Center Gym Floor Refinish

Date: 28 September 2022

Cost: Campbell County Public Works hereby accepts the Contractor's cost proposal in the amount of \$117,234.00 to perform and complete all of the work as defined, specified, and indicated on the Construction Price Quote REQUEST dated 16 Aug, 2022 including all references and attachments. Payment will be made on a lump sum or unit price basis as described in the Request.

Time: The Contractor shall complete the Project on or before June 30th, 2023. The work shall be coordinated through Bill Beastrom.

References: All information (terms, requirements, conditions, referenced drawings & specifications, etc) included in the Construction Price Quote REQUEST dated 16 Aug, 2022 is incorporated by reference into this Construction Price Quote APPROVAL.

Notice-to-Proceed: Once all documentation and requirements listed in the Construction Price Quote REQUEST dated 16 Aug, 2022 a Notice To Proceed will be issued.

Owner Signature _____

Approval:

Title _____

Date _____

Contractor Signature _____

**Acceptance
of all terms:**

Title _____

Date _____

The following page(s) contain the backup material for Agenda Item: [9:45 Cooperative Agreement for the Traffic Control and Blasting Plan](#)

*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.

Cooperative Agreement for the Traffic Control and Blasting Plan

Between Campbell County, Wyoming and Western Fuels, Wyoming, Inc. – Dry Fork Mine for North Garner Lake Road

This agreement made and entered into this 4th day of October 2022, by and between the CAMPBELL COUNTY ROAD AND BRIDGE, hereinafter referred to as the "County", and WESTERN FUELS, WYOMING, INC. – DRY FORK MINE, hereinafter referred to as "WFW". In consideration of mutual covenants herein contained, the parties hereto agree as follows:

A. General Conditions:

1. WFW, in the production of coal at the Dry Fork Mine, may blast overburden and coal to facilitate coal mining operations. Blasting will typically occur each day between the hours of 10:00 a.m. and 3:00 p.m., though exact times may vary without notice due to mine considerations. When blasting has the potential to impact travel along Garner Lake Road (GLR), or the physical well-being of the same, WFW will temporarily close the county road to traffic during the blasting process and said road area will be reopened after safety checks (debris, un-shot holes, other conditions believed and warranted to potentially endanger the traveling public) have been performed. For normal blasting procedures, traffic will be stopped for approximately 10-15 minutes. Blast activities will be optimized whenever possible to reduce impacts to public travel. The foregoing notwithstanding, mine blasting personnel may extend the road-closed period until they determine that the highway and the blast area are clear of hazards or unsafe conditions resulting from the blasting process. Longer delays may be required in the event of complications during the post-blast inspections.

2. In the event emergency vehicles need to pass through the controlled portion of the highway while traffic is stopped, blasting will be delayed until the emergency vehicles have passed. If a blast has already occurred, emergency vehicles will be given priority and allowed to pass as soon as blast personnel determine that the highway and blast area are clear of hazards and unsafe conditions.

3. To ensure traffic safety along GLR, WFW will attempt, when possible, to minimize road closures for blasting during adverse weather conditions such as icy road surfaces and/or poor visibility.

4. WFW will observe and comply with all laws, ordinances, regulations, orders, and decrees concerning notification of the public about their annual blasting and traffic control plans.

5. WFW will post the controlled portion of Garner Lake Road (STA1305+00 to STA1140+00) in both directions with advance warning signs, all in accordance with the Manual of Uniform Traffic Control

Devices (MUTCD) (Exhibit A). Signs will be constructed with bi-fold capability to allow for opening/displaying only when blasting occurs. Line-of-sight/visibility along the road alignment will be considered when determining sign spacing and placement to optimize traffic safety. Access from the Fort Union Industrial Park, Atlas Carbon, Paintbrush Services, and the Wyoming Innovation Center will also be signed and controlled – as needed – to ensure public safety by preventing access to and from those facilities as the access will usually fall within the blocking zone of Garner Lake Road. Signs shall be furnished and installed by WFW at locations staked or otherwise designated by the County. Likewise, WFW shall provide flaggers meeting State of Wyoming/Campbell County certification standard to implement the road closure. Flaggers shall be equipped by WFW with appropriate safety clothing, vests, hard hats, and have two-way radio contact at all times with mine personnel.

6. Ground vibration limitations, including peak particle velocities, set forth by Wyoming Department of Environmental Quality, Land Quality Division Rules and Regulations Chapter 6, and the Dry Fork Mine Permit 599 will be observed.

7. Any damage to the highway surface, culvert, right-of-way fence, etc., caused by blasting operations will be repaired, at no cost to the County, by WFW under the direction of the County's engineer.

8. Six months after blasting operations begin, and once a year afterwards, for an estimated 10 years, the County and WFW shall meet to review the blasting operation under the terms of this Agreement. It is specifically understood that there may be changed conditions during the life of this Agreement and the terms may be amended under mutual agreement initiated by either party.

B. Insurance Requirements:

1. Without limiting any obligations or liabilities of WFW, WFW shall secure and maintain policies of insurance as set forth below from an insurance company or companies authorized by the State of Wyoming with a minimum "A. M. Best" rating of at least A-. Such insurance will protect WFW or anyone directly or indirectly employed by WFW or for whose acts WFW would be liable. The insurance will also protect the County and its representatives, agents, and employees from claims for bodily injury, death, or property damage which may arise out of, or result from, WFW's operations when closing the road for blasting and during blasting.

Insurance policies shall contain a provision that coverage will not be cancelled or materially changed without thirty (30) days' notice unless written notice has been received by the County.

The County shall be named as an additional insured with a waiver of subrogation.

WFW shall not commence any Work (defined as temporary road closure operations during blasting, hereafter referred to as "the Work") until all required insurance has been obtained and certificates of insurance have been delivered to the County.

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

Each occurrence	\$1,000,000
Personal and advertising injury	\$1,000,000
General aggregate	\$2,000,000
Products and completed operations	\$2,000,000

(To be enforced for two (2) years after road closures for blasting are no longer required.)

3. Automobile Liability. Must include owned, leased, and hired vehicles and must cover bodily injury and property damage.

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

4. Umbrella or excess liability.

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

5. Provide Certificate of Good Standing with Wyoming Workers Compensation and Unemployment.

WFW shall require all contractors associated with the Work to obtain, maintain, and keep valid at all times the same limits and terms as required of WFW. WFW shall obtain certificates of insurance evidencing such coverage, and provide copies to the County, as requested. This paragraph does not limit any other requirement in this section with respect to contractors.

C. Indemnification:

1. To the fullest extent permitted by law, WFW shall indemnify, defend and hold harmless the County and its representatives, agents, and employees from and against all claims, demands, damages, causes of action, liabilities, losses and expenses, including, without limitation, attorneys' and consultants' fees and expenses arising out of, or resulting from, performance of the Work by WFW, or anyone employed by them or for whose acts they may be liable.

D. Participation in Project Costs:

1. WFW agrees to pay for the entire cost of roadway closures and implementing traffic control.
2. WFW further agrees to reimburse the County for cleaning of any blast debris from the roadway by the County, said reimbursement shall be the actual costs incurred for the cleaning. WFW will pay the reimbursement within thirty days after billing by the County.

E. Governmental Immunity:

1. Campbell County and the Road and Bridge Department do not waive their governmental immunity by entering into this Agreement and fully retain all immunities and defenses provided by law in respect to any action based on or occurring because of this Agreement.

F. Binding Effect:

1. The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the parties hereto, their administrators and successors.

G. Notices

1. Any notices, as mentioned above, shall be sent to the parties at the following addresses:
 - i. Western Fuels, Wyoming – Dry Fork Mine
3629 N. Garner Lake Road
Gillette, WY 82716
 - ii. Campbell County Road and Bridge
5901 Hannum Rd
Gillette, WY 82716

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under their respective names and seals through their duly authorized officers the day and year first above written.

ATTEST:

WESTERN FUELS, WYOMING, INC.

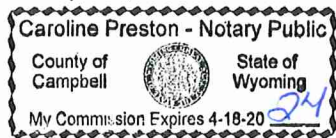
By: _____

By: _____

TITLE: _____

TITLE: _____

(SEAL)



ATTEST:

CAMPBELL COUNTY ROAD & BRIDGE

By: _____

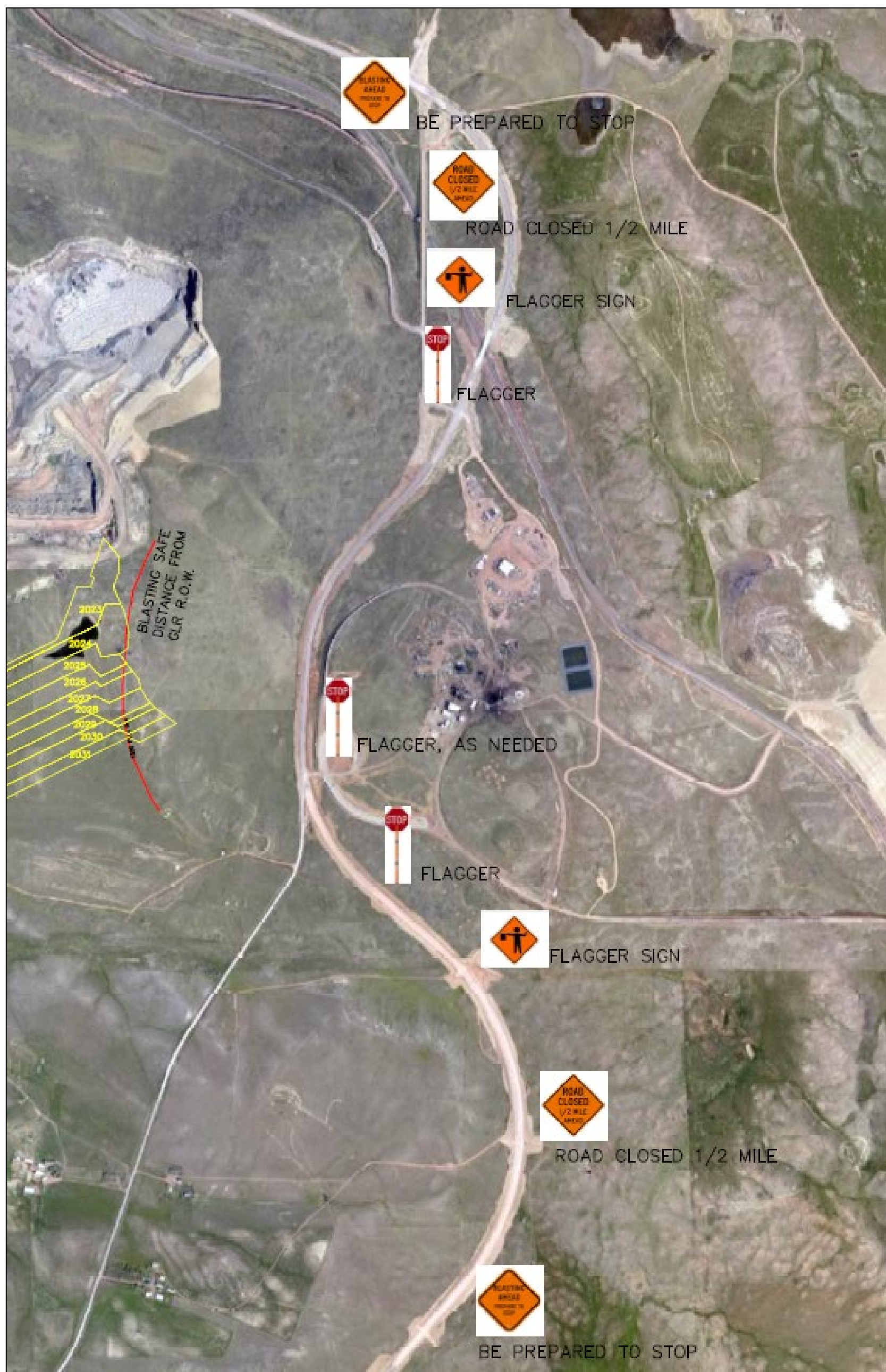
By: _____

TITLE: _____

TITLE: _____

(SEAL)

EXHIBIT A



The following page(s) contain the backup material for Agenda Item: [9:50 Christopher & Dana Reeve Foundation Grant Application](#)

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

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Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS

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

MEMORANDUM

TO: Elected Officials & Department Directors
FROM: Kristin Young, Grants Specialist & Dwane Dillinger, Parks & Rec Executive Director
RE: Christopher and Dana Reeve Foundation Grant Application
DATE: October 4th, 2022

Attached you will find an application seeking funding from the Christopher and Dana Reeve Foundation's Direct Effect Quality of Life grant fund, Tier 1, which funds adaptive sports and other related programs. The application is for the purchase of a mobility-assisted golf cart (SoloRider), for Bell Nob Golf Course. The United States Golf Association (USGA) suggests facilities can be more inclusive and accessible to people with disabilities by making available mobility-assisted carts which, with proper instruction, can be safely operated even on the putting green. The golf cart would be available to the public, free of charge at Bell Nob Golf Course. Bell Nob will also be responsible for maintaining the golf cart and supporting users. Bell Nob has had community interest over the years for a mobility-assisted cart.

According to the Center for Disease Control (CDC), 23.5% of Wyoming adults have some type of disability, and 9% of those with disabilities have mobility issues. Further, 39% of Wyomingites with disabilities suffer from depression and obesity, compared to 14% and 28% of the population without disabilities respectively. The National Center for Accessibility (NCA) estimates that nationwide 8 million people would consider playing golf if given the opportunity. A mobility-assisted golf cart would serve many in our community desiring to lead active and fulfilling lives.

The cost of the SolorRider golf cart is \$14,700 and that is the amount that we are seeking from the Foundation. There are no matching funds required.