

AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

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

OCTOBER 1, 2021

09:00 MEETING CALLED TO ORDER PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- A. [Consent Agenda](#)
-

VOUCHERS

REGULAR BUSINESS

- | | |
|---|---------------------------|
| B. 9:05 Domestic Violence Awareness Month Proclamation | Shawna McDonald |
| C. 9:10 Certificate of State Aid, 2022 NAVAID Maintenance | Shelly Besel |
| D. 9:15 Community Services Block Grant (CSBG) Contract | Beth Raab |
| E. 9:20 Marchbank Simple Subdivision Request | Sam Proffer |
| F. 9:25 Hess Rezoning Request | Sam Proffer |
| G. 9:30 Hunter/Hess Subdivision Final Plat | Sam Proffer |
| H. 9:35 County Fleet Vehicle Bids FY2021-22 | Tony Langone |
| I. 9:40 Annex Building Lease Agreement | Bill Beastrom/Jane Glaser |
| J. 9:45 Resolution for Special Prosecution | Sean Brown |

BOARD OF EQUALIZATION

- K. [9:50 Findings of Fact, Conclusions of Law and Final Order – Fort Union Gas Gatherings, LLC](#)

PUBLIC COMMENT

- L. 10:00 For the Good of the County*

WORKSHOP

- M. [2:30 Campbell County - Redistricting Region 6](#)

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 16, 2021
Board of Commissioners Directors Workshop, September 20, 2021
Board of Commissioners Regular Meeting, September 21, 2021
Board of Commissioners Library Board Meeting, September 27, 2021

MONTHLY REPORTS

Sheriff's Office Detention – August 2021

CANCELLATION/REBATE OF TAXES

#4318, 4319, 4320, 4321, 4322, 4325, 4326

LINE ITEM TRANSFERS

Children;s Developmental Services

Transfer \$4,000 from 702.6665 Food to 702.6665.1 Food Non-Reimbursable USDA

Extension Office

Transfer \$30.00 from 102.6517.2 Staff Development to 102.6517.3 Conference Seminar Work

Transfer \$42.04 from 103.6517.5 Meals & Lodging to 103.6283 Meals & Lodging

POSITION VACANCY JUSTIFICATIONS

Children's Developmental Services – Early Childhood Instructor

County Clerk – Deputy Clerk

Road & Bridge – Equipment Operator

Sheriff's Office – Detention Office

SICK LEAVE TRANSFERS

Request Transfer of 20 hours from Employee #439283 to Employee #688538

Request Transfer of 20 hours from Employee #668692 to Employee #688538

HAND WARRANTS

Circuit Court of Campbell County	\$70.00
Campbell County Sheriff Civil Account	50.00
Campco Federal Credit Union	226.01
Campbell County Clerk Tax Account	277,573.10
Campbell County Treasurer – FLX/HSA	43,142.15
Great West Trust Company	29,417.50
Wyoming Child Support	1,535.15
State of Wyoming – Department of Revenue & Taxation	33.07
CCEHBTA – Health	726,550.07
CCEHBTA – Dental	41,284.80
Delta Dental Plan of Wyoming	1,820.20
HM Life Insurance Company	179,854.93

*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.

Gallagher Benefit Services (Reliance)
VSP of Wyoming

18,726.26
8,198.12

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 16, 2021
Gillette, WY

The Campbell County Board of Commissioners met with the Lodging Tax Board, Thursday, September 16, 2021 at 3:00 PM.

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

An update was provided on calendar year end and fiscal year end revenue numbers.

Discussion was held on the Lodging Board's grant program.

An update was provided on the balance in the 10% MOU account and the upcoming Camporee event.

Discussion was held on using a building for the Curative Testing site.

Commissioner Bell moved to use the annex building for the Curative Testing site. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Sean Brown or Carol Seeger will work on a contract between Curative and the County for the annex.

No further action was taken by the Commissioners and they left the meeting at 3:40 PM.

Kendra Anderson, Deputy Clerk
Board of Commissioners

Bob Maul, Chairman
Board of Commissioners

Office of County Commissioners
September 20, 2021
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, September 20, 2021 at 1:30 PM.

Present were Rusty Bell, Colleen Faber, DG Reardon, Del Shelstad, Commissioners; Kendra Anderson, Deputy County Clerk; Sean Brown, Deputy County Attorney; Todd Chatfield, Airport Director; Bob Tranas, Children's Developmental Services Director; Brandy Elder, HR Director; Jeff Bender, Fire Chief; Dwayne Dillinger, Park and Recreation Director; Liz Edwards, Fair Coordinator; Matt Olsen, Public Works Director; Jane Glaser, Public Health Director; Terri Lesley, Library Director; Robert Henning, Museum Director and Kim Fry, Extension Director. Chairman Bob Maul and Carol Seeger, Commissioners Administrative Director were absent from the meeting.

Brandy Elder discussed NACo Leadership training and long and short-term disability for part-time employees.

Discussion was held on the properties owned by Campbell County, the Economic Development Administration (EDA) Grant and on the Child Support Authority Board vacancy.

There being no further business to come before the Board the meeting was adjourned at 2:15 PM.

Kendra Anderson, Deputy Clerk
Board of County Commissioners

Del Shelstad, Commissioner
Board of County Commissioners

Office of County Commissioners
September 21, 2021
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, September 21, 2021. Chairman Maul called the meeting to order at 9:00 AM. Commissioner Del Shelstad led in prayer and Chairman Maul led the Pledge of Allegiance.

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

The following consent agenda was presented:

MINUTES:

Board of Commissioners Board of Equalization, August 20, 2021
Board of Commissioners Directors Workshop, September 7, 2021
Board of Commissioners Executive Session, September 7, 2021
Board of Commissioners Regular Meeting, September 8, 2021
Board of Commissioners Public Land Board Meeting, September 9, 2021

MONTHLY REPORTS:

Clerk of District Court – August 2021
County Clerk – August 2021
Sheriff's Office – August 2021
Treasurer's Office – August 2021

PAYROLL PAYMENTS:

September 4, 2021

CANCELLATION/REBATE OF TAXES:

#4316

CAPITAL REQUESTS:

Human Resources/Risk – To purchase six Zoll Pedi-padz II replacement pads for the AED defibrillators in the amount of \$756 from account 020.7531.

CONTINGENCY REQUESTS:

Gillette College Foundation – Grant Writer to complete the Economic Development Administration (EDA) FY2021 American Rescue Plan Act Economic Adjustment Assistance grant application in the amount of \$10,000 from account 020.7531 Contingency.

CHANGE IN POSITION ALLOCATION REQUESTS:

Children's Developmental Services – Change the Senior Administration Assistant, Band/Range 104-106, position to an Administrative Coordinator, Band/Range 108.

Parks and Recreation – Change the two benefited Part-Time, 31 hr/week and 35 hr/week, Recreation Desk Coordinator positions to Full-Time 40 hour per week.

LINE-ITEM TRANSFERS:

Public Health - Transfer \$15,461 from 503.6042 Benefits to 503.7488 Misc. Program Support

Fleet - Transfer \$80.50 from 086.6711 Safety Supplies to 086.6153.1 Annual System Certifications

POSITION VACANCY JUSTIFICATIONS:

CAM-PLEX – Box Office Personnel
CAM-PLEX – Event Custodial Supervisor
County Attorney’s Office – Deputy County Attorney
Sheriff’s Office – Administrative Assistant

SICK LEAVE TRANSFERS:

Request transfer of 40 hours from Employee #207415 to Employee #583488

HAND WARRANTS:

CCEHBTA – Health	\$726,279.19
CCEHBTA – Dental	41,113.60
Delta Dental Plan of Wyoming	1,816.40
Gallagher Benefit Services (Reliance)	18,284.20
VSP of Wyoming	8,198.12
Campco Federal Credit Union	226.01
Campbell County Clerk Tax Account	277,607.39
Campbell County Treasurer – HSA/FLX	43,914.65
Great West Trust Company	29,467.50
Wyoming Child Support	1,348.23

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

Commissioner Reardon moved to approve the CARES Airport Rescue Plan Application to provide relief from rent and minimum annual guarantees to small airport concessions at the Northeast Wyoming Regional Airport in the amount of \$25,270, as presented. Commissioner Faber seconded the motion. All Voted - Aye. Carried.

Commissioner Reardon moved to approve the CARES Airport Rescue Plan Application to replace a lift station, update the HVAC system and fixtures to help stop the spread of pathogens at the Northeast Wyoming Regional Airport in the amount of \$1,145,381, as presented. Commissioner Bell seconded the motion. All Voted - Aye. Carried.

Commissioner Del Shelstad provided comment regarding a book he challenged at the library.

Commissioner Shelstad moved to approve the contract between the Wyoming Department of Family Services and Campbell County to operate the Temporary Assistance for Needy Families Community Partnership Initiative (TANF/CPI), in the amount of \$91,000 for the period of October 1, 2021 to September 30, 2022, as presented. Commissioner Faber seconded the motion. All Voted - Aye. Carried.

Commissioner Bell moved to appoint Shane Sumners, Aric See and Kenneth McMillin to each serve on the Cottonwood Improvement and Service District until the next election to be held March 2022, as presented. Commissioner Reardon seconded the motion. All Voted - Aye. Carried.

Commissioner Bell moved to approve the submission of the Economic Development Administration Grant Application for the Pronghorn Industrial Project in the amount of 14,117,340 with a 2,823,468 local cash match, as presented. Commissioner Faber seconded the motion. All Voted - Aye. Carried.

Commissioner Faber moved to approve Resolution Number 2092 for the appointment of Marcia Bean, Big Horn County Attorney, in and for Big Horn County, or other designee of the Big Horn County Attorney's Office, to represent Campbell County and to make, in their sole discretion, a proper disposition of all potential criminal matters involving Case Numbers CR-2021-1030, in which the Campbell County Attorney's Office has a conflict of interest. Commissioner Shelstad seconded the motion. All Voted - Aye. Carried.

Commissioner Bell moved to approve the Mutual Waiver and Release of Claims, Settlement Agreement between Campbell County and Ranch Oil Company for a payment plan for all amounts due by Ranch Oil for 2018, 2019 and 2020 Tax Years, in the amount of \$232,656.04 to be paid by October 1, 2022, as presented. Commissioner Faber seconded the motion. All Voted - Aye. Carried.

Several people provided public comment.

A public hearing was held at 10:15 AM for the purpose of hearing comments on the rezoning of Lot 1 of Moser Subdivision.

Commissioner Faber moved to approve the Rezoning Request submitted by Mark & Judy Moser, Case Number 21.03 COZ, to rezone a portion of Lot 1 of Moser Subdivision from R-R (Rural Residential) to I-1 (Light Industrial), contingent upon the final approval of the Administrative Plat, as presented. Commissioner Bell seconded the motion. All Voted - Aye. Carried.

Several people provided public comment.

There being no further business to come before the Commissioners the meeting was adjourned at 10:45 AM. The next regular meeting of the Commissioners will be held Tuesday, October 5, 2021, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Kendra Anderson, Deputy County Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

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

Office of County Commissioners
September 27, 2021
Gillette, WY

The Campbell County Board of Commissioners met with the Library Board, Monday, September 27, 2021 at 4:00 PM.

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

Commissioner Bell moved to approve the letter of support for the T-Mobile Hometown Grant request for improvements to the Northern Campbell County Center located in Recluse. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Commissioner Shelstad moved to approve the In-Kind Donation Agreement for Campbell County to donate office space at Gillette College Technical Education Center, including furniture and utilities, for contractors working on the EDA Grant – American Rescue Plan to the Gillette College Foundation, in the amount of \$24,640, for a two-year period. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Chairman Maul made a personal statement regarding the library's process for challenging books.

Commissioner Faber also made a statement regarding the library's process for challenging books.

Terri Lesley, Library Director, discussed the timeline for a book challenge and discussed items with possible misunderstandings.

Discussion was held on the timeline and process for a book challenge.

Discussion was held on the Children of Stewards training.

No further action was taken by the Commissioners and they left the meeting at 5:30 PM.

Kendra Anderson, Deputy Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

Sheriff's Office Detention
Monthly Statement
August 2021

The State of Wyoming } ss.
County of Campbell

This instrument was filed
on the ____ day of ____
20 ____

County Clerk

By _____
Deputy

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



MONTHLY SHERIFF'S STATEMENT-*DETENTION CENTER*

Statement of the collection of **Scott D. Matheny** as Sheriff within and for the County of Campbell, State of Wyoming, for the month ending **August 2021** and filed with the County Clerk for presentation of the Board of County Commissioners of said County as required by Wyoming State Statute 18-3-814.

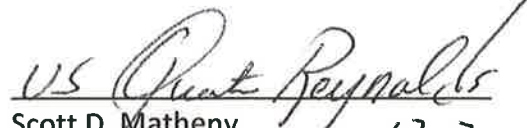
COUNTY SHERIFF

City of Gillette Housing	\$3,625.00
Juvenile Housing	\$2,250.00
Restitution	\$61.35
Parolee Housing	\$390.00
Probation Sanctions	\$540.00
CCCF Housing	\$960.00
Split Sentence	\$14,940.00
Split Sentence Medical	\$73.47
Blood Draw	\$50.00
U.A. Payments	\$14.00
Housing-Other Jurisdiction	\$130.00
24/7 Program	\$12,255.00
Juvenile Housing	\$2,775.00
TOTAL	\$38,063.82

Direct Deposit

I hereby certify that the above is a true and correct statement of the monies collected by me as such officer during the month above mentioned and that the same has been paid into the County Treasury, the appropriate court, or entity.

Date: 09-22-2021


Scott D. Matheny
Campbell County Sheriff 17-2

PETITION FOR REBATE/CANCELLATION OF TAXES

9-7-21
date processed

STATE OF WYOMING
COUNTY OF CAMPBELL

No: 4318

NAME: CITATION OIL & GAS CORPORATION

NOTICE ISSUED FOR:

NOVC# 2021-0311

OTHER:

☒ PARTIAL
☒ REBATE
☐ CANCELLATION

YEAR 2018

ACCOUNT/PARCEL# 20543

TAX NOTICE NO. 974

DISTRICT NO. 100

ASSESSED VALUATION: 209

AMOUNT:\$ 12.46

Froy A. Clemente COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS 5 DAY OF Oct, 2021

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20__

COUNTY CLERK



WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF
CITATION OIL & GAS
CORPORATION**

Operator ID: 00531

**NOTICE OF VALUATION CHANGE
2021-0311**

**ASSESSOR
Campbell, Crook, Johnson, Natrona, Park**

Page 1 of 3

On July 19, 2021, a deficiency assessment was issued by the Wyoming Department of Revenue to Citation Oil & Gas Corporation 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. CITATION OIL & GAS CORPORATION address is:

CITATION OIL & GAS CORPORATION
LORETTA COOKSEY
14077 CUTTEN ROAD
HOUSTON, TEXAS 77069-2212

**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**

**CITATION OIL & GAS
CORPORATION**

Operator ID: 00531

**NOTICE OF VALUATION CHANGE
2021-0311**

ASSESSOR

Campbell, Crook, Johnson, Natrona, Park

Page 2 of 3

<u>Tax Year</u>	<u>Prod Year</u>	<u>Group Name</u>	<u>Group Number</u>	<u>County</u>	<u>Tax District</u>	<u>Mineral</u>	<u>Taxable Value Change</u>
2018	2017	SEMLEK WEST	004468	Crook	0100	Oil	70
2018	2017	NOTCHES	004501	Natrona	0120	Oil	(293)
2018	2017	RAVEN CREEK	010011	Campbell	0100	Oil	(2)
2017	2016	LITTLE BUFFALO BASIN	010485	Park	1616	Oil	2
2018	2017	LITTLE BUFFALO BASIN	010485	Park	1616	Oil	1
2017	2016	GUTHREY	004466	Crook	0100	Oil	(5,260)
2018	2017	HALVERSON	010010	Campbell	0100	Oil	(207)
2017	2016	SEMLEK WEST	004468	Crook	0100	Oil	60
2017	2016	NOTCHES	004501	Natrona	0120	Oil	3,394
2017	2016	CASPER CREEK SOUTH	010193	Natrona	0120	Oil	(1,587)
2018	2017	CASPER CREEK SOUTH	010193	Natrona	0120	Oil	476
2017	2016	CELLARS RANCH UNIT	051504	Johnson	0101	Oil	(124)
2017	2016	HALVERSON	010010	Campbell	0100	Oil	106
2017	2016	RAVEN CREEK	010011	Campbell	0100	Oil	(2)
2018	2017	CELLARS RANCH UNIT	051504	Johnson	0101	Oil	(94)
2018	2017	GUTHREY	004466	Crook	0100	Oil	(2)

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

CITATION OIL & GAS
CORPORATION

Operator ID: 00531

NOTICE OF VALUATION CHANGE
2021-0311

ASSESSOR

Campbell, Crook, Johnson, Natrona, Park

Page 3 of 3

MADE AND ENTERED at Cheyenne, Wyoming, this 31st day of August, 2021.

WYOMING DEPARTMENT OF REVENUE



Brenda L. Henson
Director, Department of Revenue



Craig Grenvik
Administrator, Mineral Tax Division

9-7-21

Nov #2021-0311

2017-011

Added Roll
see sch #47673

\$104

MLX 59.466

\$6.18

(R.W. #20543)

2018-011

Rebate #4318
see sch #20543

(\$289)

MLX 59.802

(\$12.46)

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

Receipt: 974 Year: 2018 See Notes CITATION OIL & GAS CORPORATIONPaid Date: 9 / 21 / 2021

Parcel: 20543 Dist: 0100

<u>First Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$189307.16	11/05/2018	\$.00	\$.00	\$189307.16
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$189307.16		\$.00	\$.00	\$189307.16

Due: 11/10/2018

CP#: _____ CR#: _____

<u>Second Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$189307.16	5/21/2019	\$.00	\$.00	\$189307.16
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$189307.16		\$.00	\$.00	\$189307.16

Due: 5/10/2019

CP#: _____ CR#: _____

\$378614.32	\$.00	\$.00
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FDIC#: _____

Tax Deed Issued: _____

Paid: \$378614.32

Bankruptcy Date: _____

Outstanding: \$.00

F24 - Functions

Pagedown/Pageup

Rebate
4318

PETITION FOR REBATE/CANCELLATION OF TAXES

9-7-21
date processed

STATE OF WYOMING
COUNTY OF CAMPBELL

No: 4319

NAME: BUCKSKIN MINING COMPANY

NOTICE ISSUED FOR:

NOVC# 2021-0297

OTHER:

☒ PARTIAL
☒ REBATE
☐ CANCELLATION

YEAR 2016

ACCOUNT/PARCEL# 42249

TAX NOTICE NO. 701

DISTRICT NO. 100

ASSESSED VALUATION: 18,856

AMOUNT:\$ 1,122.91

Froy A. Gorman COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS 5 DAY OF Oct, 2021

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20__

COUNTY CLERK



WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF
BUCKSKIN MINING COMPANY**

Operator ID: 09426

**NOTICE OF VALUATION CHANGE
2021-0297**

**ASSESSOR
Campbell**

Page 1 of 2

1. On July 14, 2021, a deficiency assessment was issued by the Wyoming Department of Revenue to Buckskin Mining Company for the attached properties or mine.

2. The Wyoming Department of Revenue issued the deficiency assessment as a result of an audit conducted by the Wyoming Department of Audit for discrepancies discovered in the reporting of surface coal production for the above mentioned properties or mine. W.S. 39-14-109(d)(ii) may be applicable.

In accordance with W.S. 39-14-108(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. 39-14-108(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. BUCKSKIN MINING COMPANY address is:

BUCKSKIN MINING COMPANY
BRENT SMITH
1550 MIKE FAHEY ST
OMAHA, NEBRASKA 68102 - 4727

**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
BUCKSKIN MINING COMPANY**

**NOTICE OF VALUATION CHANGE
2021-0297**

Operator ID: 09426

**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>
2017	2016	BUCKSKIN MINE	098258	Campbell	0100	Surface Coal	11,493
2016	2015	BUCKSKIN MINE	098258	Campbell	0100	Surface Coal	(18,856)
2018	2017	BUCKSKIN MINE	098258	Campbell	0100	Surface Coal	25,317

MADE AND ENTERED at Cheyenne, Wyoming, this 23rd day of August, 2021.

WYOMING DEPARTMENT OF REVENUE

Brenda L. Henson

Craig Grenvik

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

**Craig Grenvik
Administrator, Mineral Tax Division**

9-7-21

NOV 24 2021-0311

(\$18,856)

2016

MLX 59.552

Rebate #4319

(\$1,122.91)

see Schl #42249

2017

\$11,493

*Added Roll
see Schl #47674*

MLX 59.466

\$683.44

(A.W. #42249)

2018

\$25,317

*Added Roll
see Schl #47675*

MLX 59.607

\$1,509.02

C.R.W. #42249

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

Receipt: 701 Year: 2016 See Notes BUCKSKIN MINING COMPANYPaid Date: 9 / 21 / 2021

Parcel: 42249 Dist: 0100

<u>First Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$3612651.01	11/04/2016	<u>\$.00</u>	\$.00	\$3612651.01
Spec. Assmnt.	<u>\$.00</u>		<u>\$.00</u>	<u>\$.00</u>	<u>\$.00</u>
	\$3612651.01		\$.00	\$.00	\$3612651.01

Due: 11/10/2016

CP#: _____ CR#: _____

Second Half

Property. . .	\$3612651.01	5/04/2017	<u>\$.00</u>	\$.00	\$3612651.01
Spec. Assmnt.	<u>\$.00</u>		<u>\$.00</u>	<u>\$.00</u>	<u>\$.00</u>
	\$3612651.01		\$.00	\$.00	\$3612651.01

Due: 5/10/2017

CP#: _____ CR#: _____

\$7225302.02	\$.00	\$.00
--------------	--------	--------

FDIC#: _____

Tax Deed Issued: _____

Paid: \$7225302.02

Bankruptcy Date: _____

Outstanding: \$.00

Rebate # 4319

PETITION FOR REBATE/CANCELLATION OF TAXES

9-2-21
date processed

STATE OF WYOMING
COUNTY OF CAMPBELL

No: 4320

NAME: CORDERO MINING I LLC

NOTICE ISSUED FOR:

NOVC# 2021-0318

OTHER:

☒ PARTIAL
☒ REBATE
☐ CANCELLATION

YEAR 2017

ACCOUNT/PARCEL# 20304

TAX NOTICE NO. 1121

DISTRICT NO. 100

ASSESSED VALUATION: 152,469

AMOUNT:\$ 9,066.72

Joy A. Clements COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS 5 DAY OF Oct, 2021

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20____

COUNTY CLERK



WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF
CORDERO MINING COMPANY**

Operator ID: 09024

**NOTICE OF VALUATION CHANGE
2021-0318**

**ASSESSOR
Campbell**

Page 1 of 2

1. On July 21, 2021, a deficiency assessment was issued by the Wyoming Department of Revenue to Cordero Mining Company, c/o Navajo Transitional Energy Company for the attached properties or mine.

2. The Wyoming Department of Revenue issued the deficiency assessment as a result of an audit conducted by the Wyoming Department of Audit for discrepancies discovered in the reporting of surface coal production for the above mentioned properties or mine. W.S. 39-14-109(d)(ii) may be applicable.

In accordance with W.S. 39-14-108(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. 39-14-108(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. CORDERO MINING COMPANY address is:

CORDERO MINING COMPANY
ANGEL LEEGAARD
PO BOX 3001
GILLETTE, WYOMING 82717-3001

**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
CORDERO MINING COMPANY

NOTICE OF VALUATION CHANGE
2021-0318

Operator ID: 09024

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>
2018	2017	CORDERO ROJO	090024	Campbell	0100	Surface Coal	323,390
2017	2016	CORDERO ROJO	090024	Campbell	0100	Surface Coal	(152,469)
2019	2018	CORDERO ROJO	090024	Campbell	0100	Surface Coal	(967)

MADE AND ENTERED at Cheyenne, Wyoming, this 30th day of August, 2021.

WYOMING DEPARTMENT OF REVENUE

Brenda L. Henson

Brenda L. Henson
Director, Department of Revenue

Craig Grenvik

Craig Grenvik
Administrator, Mineral Tax Division

9-7-21

Nov-2021-0318
2017
Rebate #4320
see Sch #20304

EB 152,469
ml.x 59.466
(\$9,066.72)

CR.W #20304

2018
Adjusted Roll
see Sch #49678

\$323,390
ml.x 59.607
\$19,276.31

2019
Rebate #4321
see Sch #20304

(\$967)
ml.x 59.912
(\$57.93)

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

Receipt: 1121 Year: 2017

CORDERO MINING I LLC

Paid Date: 9 / 21 / 2021

Parcel: 20304 Dist: 0100

<u>First Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$4467645.62	11/09/2017	<u>\$.00</u>	\$.00	\$4467645.62
Spec. Assmnt.	<u>\$.00</u>		<u>\$.00</u>	<u>\$.00</u>	<u>\$.00</u>
	\$4467645.62		\$.00	\$.00	\$4467645.62

Due: 11/10/2017

CP#: _____ CR#: _____

Second Half

Property. . .	\$4467645.62	5/10/2018	<u>\$.00</u>	\$.00	\$4467645.62
Spec. Assmnt.	<u>\$.00</u>		<u>\$.00</u>	<u>\$.00</u>	<u>\$.00</u>
	\$4467645.62		\$.00	\$.00	\$4467645.62

Due: 5/10/2018

CP#: _____ CR#: _____

\$8935291.24

\$.00

\$.00

FDIC#: _____

Tax Deed Issued: _____

Paid: \$8935291.24

Bankruptcy Date: _____

Outstanding: \$.00

Rebate #4320

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4321

9-7-21
date processed

NAME: CORDERO MINING I LLC

NOTICE ISSUED FOR:

NOVC# 2021-0318

OTHER:

☒ PARTIAL
☒ REBATE
☐ CANCELLATION

YEAR 2019

ACCOUNT/PARCEL# 20304

TAX NOTICE NO. 1126

DISTRICT NO. 100

ASSESSED VALUATION: 967

AMOUNT:\$ 57.93

Joy A. Clements COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS 5 DAY OF Oct, 2021

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20__

COUNTY CLERK



WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF
CORDERO MINING COMPANY**

**NOTICE OF VALUATION CHANGE
2021-0318**

Operator ID: 09024

**ASSESSOR
Campbell**

Page 1 of 2

1. On July 21, 2021, a deficiency assessment was issued by the Wyoming Department of Revenue to Cordero Mining Company, c/o Navajo Transitional Energy Company for the attached properties or mine.
2. The Wyoming Department of Revenue issued the deficiency assessment as a result of an audit conducted by the Wyoming Department of Audit for discrepancies discovered in the reporting of surface coal production for the above mentioned properties or mine. W.S. 39-14-109(d)(ii) may be applicable.

In accordance with W.S. 39-14-108(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. 39-14-108(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. CORDERO MINING COMPANY address is:

CORDERO MINING COMPANY
ANGEL LEEGAARD
PO BOX 3001
GILLETTE, WYOMING 82717-3001

**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
CORDERO MINING COMPANY

NOTICE OF VALUATION CHANGE
2021-0318

Operator ID: 09024

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>
2018	2017	CORDERO ROJO	090024	Campbell	0100	Surface Coal	323,390
2017	2016	CORDERO ROJO	090024	Campbell	0100	Surface Coal	(152,469)
2019	2018	CORDERO ROJO	090024	Campbell	0100	Surface Coal	(967)

MADE AND ENTERED at Cheyenne, Wyoming, this 30th day of August, 2021.

WYOMING DEPARTMENT OF REVENUE



Brenda L. Henson
Director, Department of Revenue



Craig Gronvik
Administrator, Mineral Tax Division

9-7-21

Nov-2021-0318

EB 152,469

2017

Rebate #4370

MLX 59,466

see Sch #20304

(#9,066.72)

2018

Added Roll
see Sch #49678

\$323,390

MLX 59,607

#19,276.31

(CR.W #20304)

2019

Rebate #4321
see Sch #20304

(#967)

MLX 59,912

(#57.93)

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

Receipt: 1126 Year: 2019

CORDERO MINING I LLC

Paid Date: 9 / 21 / 2021

Parcel: 20304 Dist: 0100

<u>First Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$2836794.23	2/26/2021	\$.00	\$.00	\$2836794.23
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$2836794.23		\$.00	\$.00	\$2836794.23

Due: 11/10/2019

CP#: _____ CR#: _____

Second Half

Property. . .	\$.00	9/21/2021	\$698154.35	\$2836794.23	\$3534948.58
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$.00		\$698154.35	\$2836794.23	\$3534948.58

Due: 5/10/2020

CP#: _____ CR#: _____

\$2836794.23	\$698154.35	\$2836794.23
--------------	-------------	--------------

FDIC#: _____

Tax Deed Issued: _____

Paid: \$2836794.23Bankruptcy Date: 5/10/2019 BANKRUPTCYOutstanding: \$3534948.58

Rebate # 4321

PETITION FOR REBATE/CANCELLATION OF TAXES

9-7-21
date processed

STATE OF WYOMING
COUNTY OF CAMPBELL

No: 4322

NAME: TRUE OIL LLC

NOTICE ISSUED FOR:

NOVC# 2021-0306

OTHER:

☒ PARTIAL
☒ REBATE
☐ CANCELLATION

YEAR 2019

ACCOUNT/PARCEL# 47418

TAX NOTICE NO. 25305

DISTRICT NO. 100

ASSESSED VALUATION: 74,986

AMOUNT:\$ 4,492.56

 COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS 5 DAY OF Oct, 2021

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK



WYOMING DEPARTMENT OF REVENUE

**IN THE MATTER OF THE
ASSESSMENT OF**

TRUE OIL, LLC.

Operator ID: 00248

**NOTICE OF VALUATION CHANGE
2021-0306**

ASSESSOR

Campbell

Page 1 of 2

1. On August 3, 2021, True Oil, LLC (True), filed amended returns for the attached properties.
2. True filed the amended returns in response to a letter from the Mineral Tax Division of the Wyoming Department of Revenue informing True of discrepancies discovered in an examination of Severance Tax and Gross Products Tax production 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. TRUE OIL, LLC. address is:

TRUE OIL, LLC.
AMBER MORTENSEN
TRUE OIL ROYALTY ACCOUNTING
PO DRAWER 2360
CASPER, WYOMING 82602-2360

**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

Receipt: 25305 Year: 2019 See Notes TRUE OIL LLCPaid Date: 9 / 21 / 2021

Parcel: 47418 Dist: 0100

<u>First Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$697263.92	11/19/2019	\$.00	\$.00	\$697263.92
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$697263.92		\$.00	\$.00	\$697263.92

Due: 11/10/2019

CP#: _____ CR#: _____

<u>Second Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$697263.92	2/24/2020	\$.00	\$.00	\$697263.92
Spec. Assmnt.	\$.00		\$.00	\$.00	\$.00
	\$697263.92		\$.00	\$.00	\$697263.92

Due: 5/10/2020

CP#: _____ CR#: _____

\$1394527.84	\$.00	\$.00
--------------	--------	--------

FDIC#: _____

Tax Deed Issued: _____

Paid: \$1394527.84

Bankruptcy Date: _____

Outstanding: \$.00

Rebate # 4322

PETITION FOR REBATE/CANCELLATION OF TAXES

9-21-07
date processed

STATE OF WYOMING
COUNTY OF CAMPBELL

No: 4325

NAME: VANGUARD OPERATING LLC

NOTICE ISSUED FOR:

NOVC#

OTHER: SETTLEMENT AGREEMENT

☒ PARTIAL
☐ REBATE
☒ CANCELLATION

YEAR 2017

ACCOUNT/PARCEL# 50060213

TAX NOTICE NO. 5615

DISTRICT NO. 100

ASSESSED VALUATION: 3,004,491

AMOUNT:\$ 178,665.03 ob

 COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS 5 DAY OF Oct, 2021

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20____

COUNTY CLERK

V57111

Maintain Past Years

Action Code: I

V5711

Schedule #: 50060213 Yr: 2017 Owner: VANGUARD OPERATING LLC
 Receipt #: 5615 Addr1: ATTN AMY SOLBERG W/K E ANDREWS
 Parcel ID: 17555500060213 Addr2: 3615 S HURON ST STE 200
 City: ENGLEWOOD St CO Zip 801103494

Book Page

District . . . : 100 CAMPBELL COUNTYOwner Type . . : 2 Dept of RevenueZone Code. . . : Imps Code. . . : Status : ACTIVESq. Ft: Acres : Yr Blt: MarketTaxable

Land :

Imps :

Eqlz :

Pers :

Exmpt:

----- DESCRIPTION -----

S: CERTIFIED BY DOR-GASLot/Sec: Block/Twnshp: Range: House#: Dir: St:

State: 6,008,981 6,008,981

Total: 6,008,981 6,008,981

Suf: Unt:

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

9-20-21

Settlement Agreement
2ml. half Taxes

#6,008,981

÷ 2

#3,004,491

x ml. 59.466

#178,665.03

Cancellation #4325

for addl Roll
see sch #47678

CRE521

Inquire Property Tax Accounts Receivable

9/17/21

Receipt: 5615 Year: 2017 See Notes VANGUARD OPERATING LLC
 Paid Date 00 / 00 / 0000 Full Yr: Parcel: 50060213 Dist: 0100

<u>First Half</u>	<u>Tax Paid</u>	<u>Date Pd</u>	<u>Interest</u>	<u>Tax Due</u>	<u>Totals</u>
Property. . .	\$178665.03	11/14/2017	\$.00	\$.00	\$178665.03
Spec. Assmnt.	<u>\$.00</u>		<u>\$.00</u>	<u>\$.00</u>	<u>\$.00</u>
	\$178665.03		\$.00	\$.00	\$178665.03
Due: 11/10/2017			CP#:	CR#:	

<u>Second Half</u>					
Property. . .	\$.00	\$108032.17	\$178665.03	\$286697.20	
Spec. Assmnt.	<u>\$.00</u>	<u>\$.00</u>	<u>\$.00</u>	<u>\$.00</u>	
	\$.00	\$108032.17	\$178665.03	\$286697.20	
Due: 5/10/2018		CP#:	CR#:		

\$178665.03	\$108032.17	\$178665.03
-------------	-------------	-------------

FDIC#:

Tax Deed Issued:

Paid: \$178665.03

Bankruptcy Date: 2/02/2017 BANKRUPTCY

Outstanding: \$286697.20

F3 - Exit F13 - Notes F15 - Payment Detail

Cancelation
#4325

PETITION FOR REBATE/CANCELLATION OF TAXES

9-20-21
date processed

STATE OF WYOMING
COUNTY OF CAMPBELL

No: 4326

NAME: VANGUARD OPERATING LLC

NOTICE ISSUED FOR:

NOVC#

OTHER: SETTLEMENT AGREEMENT

☐ PARTIAL
☐ REBATE
☒ CANCELLATION

YEAR 2017

ACCOUNT/PARCEL# 47194

TAX NOTICE NO. 25568

DISTRICT NO. 100

ASSESSED VALUATION: 161

AMOUNT:\$ 9.58

 COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS 5 DAY OF Oct, 2021

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20__

COUNTY CLERK

V57111

Maintain Past Years

Action Code: I

V5711

Schedule #: 47194 Yr: 2017 Owner: VANGUARD OPERATING LLC
 Receipt #: 25568 Addr1: ATTN AMY SOLBERG W/K E ANDREWS
 Parcel ID: Addr2: 3615 S HURON ST STE 200
 City: ENGLEWOOD St CO Zip 801103494

Book Page

District . . . : 100 CAMPBELL COUNTY

Owner Type . . . : 2 Dept of Revenue

Zone Code. . . :

Imps Code. . . : DR Dept of Revenue

Status . . . : ACTIVE

Sq. Ft:

Acres :

Yr Blt:

Market

Taxable

Land :

Imps :

Eqlz :

Pers :

Exmpt:

----- DESCRIPTION -----

S:

CERTIFIED BY DEPT OF REVENUE - GAS

Lot/Sec:

Block/Twnshp: Range:

State: 161

161

Total: 161

161

House#: Dir: St: Suf: Unt:

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

9-28-77

Settlement Agreement

Cancellation #4320

**OFFICE**

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

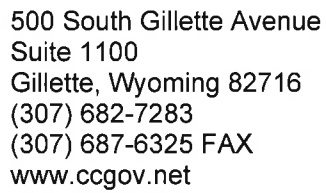
TO: Board of Commissioners
FROM: Children's Developmental Services
DATE: September 30, 2021
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
9/30/21	4000.00	702.6665	Food	702.6665.1	Food – Non-Reimbursable USDA

Explanation: 702.6665.1 is an additional line that was created this month to differentiate our USDA reimbursable and non-reimbursable food. We need to move \$4000 budgeted for 702.6665 to 702.6665.1. Thanks!

Director Approval: _____



Please make the following line item transfers:

[illegible]

2021-075

POSITION VACANCY JUSTIFICATION

Department:	CDS-CC			Date:	9/28/2021		
Position Title: Early Childhood Instructor							
Classification Band:	108		Current Salary:	47,091.20			
Salary Range:							
Minimum:	22.57	Mid-Point:	28.21	Maximum:	33.85		
Position Justification: To provide quality early childhood services to children by planning, supervising and implementing an educational program in line with the philosophy and curriculum of Children's Developmental Services of Campbell County following National Association for the Education of Young Children (NAEYC) accreditation and Developmentally Appropriate Practice (DAP).							
Termed incumbent: [REDACTED]							
Position Originated:							
Funding Source for Position:	County	☒		State		WIC Program	
	Federal			Other		(Please explain)	
Classification:	Full Time	☒	Part Time		Number of Hours	2080	
	Exempt	☒	Non-Exempt				
Reason for Vacancy:	Replacing Termination	☒	New Position				
Existing Budgeted Position:	Yes	☒	No		If No, Please explain:		
Benefit Eligible:	Yes	☒	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.

S:\Hiring Process\County vacancy forms\Position Vacancy Justification EC.docx

 9/28/21

Position Vacancy Justification

2021-078

Department:	County Clerk			Date:	09/28/2021
Position Title:	Deputy Clerk				
Classification Grade:	103	Current Salary of Incumbent:			
Salary Range:	Min \$30,513.60	Mid \$38,136.48	Max \$45,763.77		
Justification for Hiring Position:	To replace an employee due to retirement.				
Termed Incumbent:	[REDACTED]				
Position Originated:	1913				
Funding Source for Position:	County: Yes	State: No	Federal: No	Other:	Explain Other:
Status Code:	Full-Time Yes	Part-Time No	Number of Annual Hours:		2,080 + overtime
Reason for Vacancy:	Replacement due to Termination:		Replacement due to Retirement: Yes		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date					
Commissioner Approval & Date:					

 9/29/21

2021-076

POSITION VACANCY JUSTIFICATION

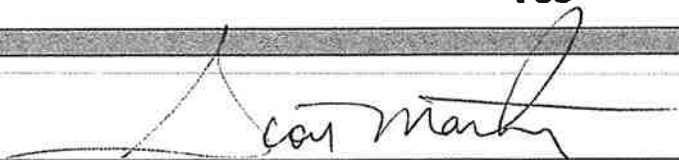
Department:	Road & Bridge			Date:	September 28, 2021		
Position Title: Equipment Operator							
Classification Band:	105			Current Salary:	\$27.34		
Salary Range:							
Minimum:	\$17.43	Mid-Point:	\$21.78	Maximum:	\$26.14		
Position Justification: Budgeted, approved position that will need rehired following termination of existing employee.							
Termed incumbent: [REDACTED]							
Position Originated:							
Funding Source for Position:	County	X		State		WIC Program	
	Federal			Other		(Please explain)	
Classification:	Full Time	X	Part Time		Number of Hours	40	
	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:	Kerri Deis 9-28-2021						
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.

S:\Office Manager\Job Info\POSITION JUSTIFICATION\Pos Vacancy Justification Eq Op - 9-28-2021.docx

2021-077

Position Vacancy Justification

Department:	Sheriff's Office			Date:	08/16/2021
Position Title:	Detention Officer				
Classification Band / Range:	\$01	Current Salary of Incumbent:	\$24.48		
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					9/28/2021
Commissioner Approval & Date:					


 9/28/21

SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: PUBLIC WORKS

Receiving Department: PUBLIC WORKS

DATE: 9/23/2021

Please consider this request to transfer up to 20 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: 9/21/21 Through: 9/30/21

Anticipated return: 9 - 30 - 21

From: 439283
Employee Number

To: 688538
Employee Number


Department Head Approval


Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

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



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

For Commission Office Use Only:

Date - Board of Commissioner Action: _____

Approved _____ Disapproved _____ Pending _____

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

SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: PUBLIC WORKS Receiving Department: PUBLIC WORKS

DATE: 9-23-21

Please consider this request to transfer up to 20 hours of accrued sick leave. No single donation should exceed 40 hrs.

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

Dates of absence: Beginning: 9-21-21 Through: 9-30-21

Anticipated return: 9-30-21

From: 668692
Employee Number

To: 688538
Employee Number


Department Head Approval


Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

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


9/24/21

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 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.

OCTOBER as “DOMESTIC VIOLENCE AWARENESS MONTH”
RESOLUTION NO. 2093

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, the COVID-19 pandemic is linked to a ten percent increase in domestic violence cases across the country, creating a pandemic within a pandemic, straining already limited resources in communities across the nation.

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 RESOLVED that the Campbell County 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 5th day of October, 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 Certificate of State Aid, 2022 NAVAID Maintenance](#)

*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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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: Airport Navaid Contract

DATE: 09/28/2021

Attached you will find the Airport Navaid grant contract. These funds will be used for NAVAID Maintenance for the 2022 year. The award amount is \$25,248 and are State funds.

The document was reviewed by HR/Risk, County Attorney and Grants. Revisions were requested and completed.

A representative from the Airport will present this contract.

Thank you!



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

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

The Administrator of the Wyoming Department of Transportation, Aeronautics Division, (hereinafter referred to as the "Division,") does hereby certify that a Grant-in-Aid of state funds for State Project No. AGC030X to CAMPBELL CO (hereinafter referred to as the "Sponsor") has been approved by the Wyoming Aeronautics Commission (hereinafter referred to as the "WAC"), in accordance with Wyoming Statutes §§ 10-3-401 and 10-3-402, for improvements at Gillette - Northeast Wyoming Regional Airport. The WAC is authorized, as a body, to make Grants-in-Aid from state funds for construction and development of Wyoming airports. The Division is the administrative branch for actions taken by the WAC.

The Division will reimburse the Sponsor for a portion of the actual costs incurred in completing said airport construction and development up to a maximum of \$25,248.00, or at a rate of One Hundred percent (100.00%) of eligible costs, whichever is the lesser.

The Sponsor's minimum share of this project is \$0.00, or at a rate of percent (0.00%) of eligible costs.

The description of work to be accomplished is as follows:

2022 NAVAID Maintenance

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

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

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

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

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

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

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

Sponsor’s Representative

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

Title

Date

Aeronautics Administrator

Date

The following page(s) contain the backup material for Agenda Item: [9:15 Community Services Block Grant \(CSBG\) Contract](#)

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

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OFFICE

500 South Gillette Avenue
Suite 1100
Gillette, Wyoming 82716
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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: CSBG Contract

DATE: 09/28/2021

Attached you will find the Community Services Block Grant Contract for FY 21/22. These funds will be used to provide funding and the oversight of the CSBG grant in Campbell County. The award amount is \$225,586.00 and these are federal funds (CFDA# 93.569). The CARE Board recommends funding the following programs with CSBG funds:

- Council of Community Services: food pantry and medical/dental services \$95,507.00 (2,044 clients)
- Gillette Abuse Refuge Foundation: housing and utility deposits and payments for sexual violence/domestic violence victims \$22,747.00 (86 clients)
- Gillette Reproductive Health: medical services \$29,167.00 (470 clients)
- Personal Frontiers Inc.: Substance abuse counseling adults \$30,207.00 (85 clients)
- Youth Emergency Services: Substance abuse counseling youth \$25,957.00 (27 clients)
- CARE Board Administration: Grant administration, publishing, needs assessment \$17,001.00
- Discretionary: Needs assessment \$5,000

These agencies predict serving 2,712 clients with the above-mentioned funds.

The document was reviewed by HR/Risk, County Attorney and Grants. Revisions were requested and completed.

A representative from the Commissioners Office and the CARE Board will be presenting this application .

Thank you!

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
CAMPBELL COUNTY**

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, Third Floor West, Cheyenne, Wyoming 82002, and Campbell County (Subrecipient), whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716. This Contract pertains to the Community Services Program.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide funding and oversight of the Community Services Block Grant (CSBG) program in Campbell County, Wyoming to assist low-income individuals and families with activities and supportive services that empower them to overcome the effects of poverty and to support their progress toward greater self-sufficiency.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from October 1, 2021, or Effective Date, whichever is later, through November 15, 2022. All services shall be completed during this term. The period of performance with which Subrecipient must spend grant funds runs through September 30, 2022.
4. **Payment.**
 - A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed two hundred twenty-five thousand, five hundred eighty-six dollars (\$225,586.00). An initial one-twelfth (1/12th) payment shall be made upon execution of the Contract in the amount of eighteen thousand, seven hundred ninety-eight dollars and eighty-three cents (\$18,798.83). Thereafter, Subrecipient will send a monthly invoice to the Agency for the prior month of services. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. The maximum amount of federal funds provided under CFDA# 93.569 shall not exceed two hundred twenty-five thousand, five hundred eighty-six dollars (\$225,586.00).
 - C. No payment shall be made for work performed before the Effective Date of this Contract. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.

- D. Except as otherwise provided in this Contract, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Contract.
5. **Responsibilities of Subrecipient.** The Subrecipient agrees to:
- A. Provide the services described in Attachment A, Statement of Work.
6. **Responsibilities of Agency.** The Agency agrees to:
- A. Pay Subrecipient in accordance with Section 4 above.
- B. Recognize this Contract is subject to the FFY 2022 Wyoming CSBG State Management Plan and the Subrecipient's FFY 2022 CSBG Application, both of which shall be available for review at the Agency and are incorporated into this Contract by this reference.
- C. Consult with the Subrecipient, as necessary, regarding the requirements of this Contract.
- D. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.
- E. Provide training and technical assistance as necessary.
7. **Special Provisions.**
- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) Procures a commercial sex act during the period of time that the award is

in effect; or

- (iii) Uses forced labor in the performance of the award or subawards under the award.

- D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. **Limitations on Lobbying Activities.** By signing this Contract, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.
- G. **Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract. Federal law requires the Subrecipient to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each sub-subrecipient.
- H. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

- J. Suspension and Debarment.** By signing this Contract, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; Subtitle B of Public Law 105-285, the “Community Services Block Grant Act”; C.F.R. Title 45, Part 96, Subpart I; the U.S. Department of Health and Human Services 2020 Poverty Guidelines, which are incorporated into this Contract by this reference; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Contract. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency’s records.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.

- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.
- P. Health Equity.** The Subrecipient shall ensure that services are equitable to under-resourced, socially disadvantaged, and ethnically diverse groups; provide services that are culturally and linguistically appropriate; collect demographic information, to the extent practicable; and engage in partnerships with other public or private providers to eliminate health disparities and improve the health of all people.
- Q. Construction Prohibitions.** Subrecipient agrees this Contract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.
- R. Drug-Free Workplace Requirement.** Subrecipient agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Subrecipient agrees to notify the Agency if an employee is convicted of violating a criminal drug statute so the Agency can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.
- S. Pro-Kids Act of 1994.** Subrecipient agrees to not permit smoking in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of eighteen (18), if the services are funded by CSBG or any other Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The above language must be included in any subcontracts that contain provisions for children's services and all sub-subrecipients shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to one thousand dollars (\$1,000.00) per day.

- T. Purchase of American-Made Equipment.** Subrecipient agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.
- U. Religious Activities.** The Subrecipient and any sub-subrecipient shall not use the CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services

funded under this program.

V. Whistleblower Protection Act. Pursuant to 41 U.S.C. § 4712, an employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate for misconduct), a court or grand jury, the head of a federal agency, or their representatives, information that the employee reasonably believes is evidence of:

- (i) Gross mismanagement of a federal contract or grant relating to covered funds;
- (ii) A gross waste of covered funds;
- (iii) A substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (iv) An abuse of authority related to the implementation or use of covered funds; or
- (v) A violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Subrecipient shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other Subrecipients for work related to this Contract. The Subrecipient shall cooperate fully with other Subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Contract, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Contract.** This Contract, consisting of eleven (11) pages; and Attachment A, Statement of Work, consisting of three (3) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Contract.
- O. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and

documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- S. Insurance Requirements.** Subrecipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq. Subrecipient certifies that it carries its own insurance through a private carrier. Subrecipient shall provide a certificate of insurance to the Agency providing proof of insurance coverage with limits that match or exceed the amounts allowed under Wyo. Stat. § 1-39-118.
- T. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

- W. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Contract. If at any time during the performance of this Contract, in the opinion of the Agency, the work is not progressing satisfactorily or within the terms of this Contract, then, at the discretion of the Agency and after written notice to the Subrecipient, the Agency may terminate this Contract or any part of it. As of the termination date, the Subrecipient will be entitled to a pro rata payment for all work accomplished and accepted by the Agency; however, the Subrecipient shall be liable to the Agency for the entire cost of replacement services for the duration of the Contract term.
- X. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- AA. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Subrecipient of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency. The Subrecipient's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Agency within five (5) business days shall be considered a material breach and may result in immediate termination of this Contract by the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:

WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION

Stefan Johansson, Interim Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

SUBRECIPIENT:

Campbell County

Robert Maul, Chairman

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Tyler M. Renner, Senior Assistant Attorney General

09-20-2021
Date

ATTACHMENT A
STATEMENT OF WORK
Community Services Block Grant

General Description

This document is intended as a Statement of Work (SOW) to identify and describe projects to be performed through the Community Services Block Grant in Campbell County, Wyoming during the term of this Contract. The goal of the program is to provide activities and supportive services to low-income individuals and families that empower them to overcome the effects of poverty and to support their progress toward greater self-sufficiency.

Responsibilities of Subrecipient

Campbell County (Subrecipient) agrees to:

- A. State Management Plan and Application.** Recognize this Contract is subject to the FFY 2022 Wyoming CSBG State Management Plan and addendums and the Subrecipient's FFY 2022 CSBG Application, both of which shall be located for review at the Wyoming Department of Health, Public Health Division (Agency).
- B. Annual Report.** Collect, maintain, and compile the federally required demographic, programmatic, and financial data and submit in compiled format the Annual Report to the Agency by a date determined by the Office of Community Services and the Agency. This is generally between the months from December to March.
- C. Organizational Standards.** Upload the most recent required documentation showing that the Organizational Standards have been met into the State approved database by January 31, 2022. For those Grantees below a 70%, a Technical Assistance Plan (TAP) will be required to be turned in and approved by the State office by May 31, 2022. For those Grantees below a 70% by July 1, 2022, a Quality Improvement Plan will be administered by the State office.
- D. Data Reporting.** Subrecipient shall utilize the CSBG statewide data system provided by the Agency.
- E. Eligibility Requirements.** Abide by the federal eligibility requirements of the program through an application process which requires proof of income that indicates the applicant(s) is at or below one hundred twenty-five percent (125%) of the FFY 2021 Federal Poverty Guidelines and verify every 90 days for clients with continued services.
- F. Grant Recovery.** Subrecipient agrees to return any unexpended grant funds from the FFY22 Grant to the Agency by November 15, 2022. CSBG funds cannot be carried over. The Agency shall also be entitled to recover from the Subrecipient any full or partial payment made under this Contract for: 1) any payments used for purposes not authorized, or performed outside the Contract; 2) any payments for services the Subrecipient is unable to provide; and 3) any payments for services the Subrecipient did not provide but was required to provide under the terms of this Contract.
- G. Monitoring.** Monitor each sub-subrecipient on-site at least one (1) time every one (1) year period to assure compliance with federal requirements and performance goals. Monitoring reports should be completed within sixty (60) days after the visit and copies of the report should be provided to the sub-subrecipient and

ATTACHMENT A
STATEMENT OF WORK
Community Services Block Grant

the Agency. Any findings should be noted and required follow-up should be explained in detail. Any sub-subrecipient with significant findings should be placed on a Corrective Action Plan (CAPL) or Quality Improvement Plan (QIP) and provided training. A follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within sixty (60) days after the visit and copies of the report sent to the sub-subrecipient and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.

- H. Monthly Expenditure Report.** Submit monthly expenditure reports by the 10th day of each month for the preceding month. These reports should be completed by each service provider and a compiled report shall be completed by the Subrecipient. This report shall indicate the actual current month expenses, year-to-date expenses for the grant term, and percent expended by line item, as approved and submitted in the Subrecipient's application.
- I. Monthly Programmatic Report.** Submit programmatic detail reports, generated by the statewide data system, by the 10th day of each month for the preceding month. These reports shall include data points as necessitated by Agency and federal requirements.
- J. Quarterly Performance Reports.** Submit a Quarterly Performance Report (QPR) to the Agency on the 10th day of the following month preceding the completion of a quarter. QPRs should be completed with input and guidance from the Tripartite Board, and will require a Board Chair signature upon submission to the Agency. Failure to complete a QPR in the timeframe listed above will result in a hold placed on your monthly reimbursement.
- K. Referral for Employment and Training Activities.** To refer, as appropriate, income eligible clients to the Wyoming Department of Workforce, One-Stop Centers.
- L. Child Support Services Referrals.** To refer, as appropriate, custodial parents in single-parent families that participate in CSBG-funded programs, and eligible parents to the Wyoming Department of Health, Child Support Program.
- M. Retention of Records.** Maintain records, documents, and other evidence which sufficiently reflects all expenditures under this Contract for a period of three (3) years after the termination of this Contract. Such records shall be made available to the Agency or its designee, or the appropriate federal agency for review and audit.
- N. Subcontracts.** Sign a legally binding agreement or contract with any and all CSBG sub-subrecipients to include the provisions of this Contract, as applicable. Provide the Agency with a copy of the agreement(s) no later than October 31, 2021.
- O. Time Allocation Analysis.** Conduct a time allocation analysis for any position dually-funded from other sources of funds to account for apportioned time charged against this Contract.
- P. Meals.** Meals and travel charged to CSBG are not to exceed the U.S. General Services Administration (GSA) meals and incidental expenses (M&IE) rates.

ATTACHMENT A
STATEMENT OF WORK
Community Services Block Grant

Q. Financial Statements and Audits. Abide by the Wyoming Department of Health Financial Statements and Audit policy FS-2011.

Timelines and Deliverables

The following table shows specific projects, estimated number of clients to be served, amount of funding allocated to each project, and end dates Campbell County will provide services and activities to low-income individuals and families until September 30, 2022 and will continuously pursue all options to effectively serve as many clients in need with the amount of funding granted to each project. Up to thirty percent (30%) of the total allocation can be shifted between the services and activities categories with prior approval by the Community Services Program Manager.

Campbell County CSBG Projects				
Project	Program Name	Estimated Clients to be Served	Amount Funded not to Exceed	Grant End Date
	Description			
1	Council of Community Services	2044	\$95,507.00	09/30/2022
	Food Pantry, Medical and Dental Services.			
2	Gillette Abuse Refuge Foundation	86	\$22,747.00	09/30/2022
	Housing and Utility Deposits and Payments			
3	Gillette Reproductive Health	470	\$29,167.00	09/30/2022
	Medical Services			
4	Personal Frontiers, Inc.	85	\$30,207.00	09/30/2022
	Substance Abuse Counseling- Adults			
5	Youth Emergency Services	27	\$25,957.00	09/30/2022
	Substance Abuse Counseling- Youth			
6	Campbell County CARE Board- Administrative	N/A	\$17,001.00	09/30/2022
	Grant Administration, Publishing, etc.			
7	Discretionary	N/A	\$5,000.00	09/30/2022
	Community Needs Assessment			
TOTALS		2712	\$225,586.00	09/30/2022

The following page(s) contain the backup material for Agenda Item: [9:20 Marchbank Simple Subdivision Request](#)

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



Memorandum Department of Public Works

TO: Campbell County Board of Commissioners

FROM: Sam Proffer, Planner and Zoning Administrator

DATE: October 5th, 2021 Meeting

SUBJECT: Marchbank Simple Subdivision Request

Case Number: 21.06.CRSD

Summary:

The applicants David and/or Nathan Marchbank submitted an application to subdivide on July 28th of this year. They propose to subdivide a 41.27-acre tract of land into two parcels: Tract 'A', a 30.95-acre parcel, and Tract 'B', a 10.32-acre tract.

The parent parcel is part of a larger section of land previously owned by the Walker Family Trust. The Walker family created a Record of Survey of 35 acre or more parcels back in 2019 in compliance with the Statutory Exemptions to subdividing found in Section 3.3(b)(xi) of Campbell County Chapter 6 Subdivision Regulations.

The Walker Record of Survey included required easements and covenants for future subdividing and road maintenance at the time of recordation. Roads to the parcels have been installed utilizing the easements provided.

Current Zoning: None

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

Background:

The Marchbank case was presented to the Planning Commission at their regularly scheduled meeting on September 16th, 2021. The findings of fact at that hearing showed that the applicant met all requirements for subdividing except for one item. It was noted during that meeting that the applicant did not provide proof of publication of intent to

subdivide as required by Chapter 6 Subdivision Regulations Section 6.8(e)(iv) and State Statute 18-5-3069(a)(ix).

Planning Commission Recommendation:

The Planning Commission unanimously approved the request provided that the one Planning Consideration is satisfied.

Findings of Fact:

In accordance with the Planning Consideration, the applicant advertised the intent to subdivide as required by law. (Ref. Exhibit 'A')

Exhibits:

- Exhibit 'A' Planning Consideration Documents, Affidavit of Publication (Page 3)
- Exhibit 'B' Planning Commission Case Sheet (Pgs. 4 - 32)

Staff Recommendation:

Staff recommends approval of the Marchbank Simple Subdivision, Case Number 21.06.CRSD.

AFFP

Subdivision Permit- Marchbank

Affidavit of Publication

STATE OF WYOMING }
COUNTY OF CAMPBELL } SS

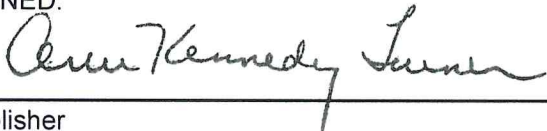
Ann Kennedy Turner, being duly sworn, says:

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:

September 14, 2021, September 21, 2021

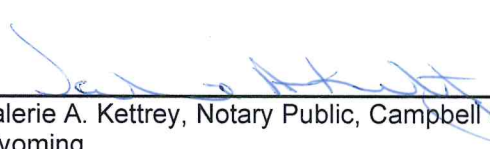
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Publisher

Subscribed to and sworn to me this 21st day of September 2021.


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

My commission expires: August 03, 2027

Publication Fees: \$ 99.76

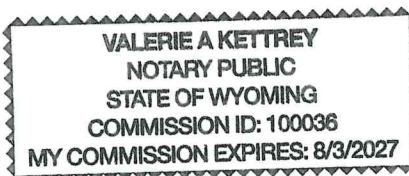
pd

00010115 00369992

Land Surveying Inc.
209 N. Works Ave.
GILLETTE, WY 82716

NOTICE OF
APPLICATION FOR
SUBDIVISION
PERMIT

NOTICE IS HEREBY GIVEN THAT DAVID MARCHBANK, GILLETTE, WYOMING APPLIED FOR A PERMIT TO SUBDIVIDE PART OF THE NW1/4 NE1/4, OF SECTION 18, T 49 N - R 69 W, CAMPBELL COUNTY, WYOMING. A FINAL PLAT WILL BE REVIEWED AT THE CAMPBELL COUNTY BOARD OF COMMISSIONER'S MEETING ON OCTOBER 5, 2021, AT 9 A.M. IN THE CAMPBELL COUNTY COMMISSION CHAMBERS AT 500 SOUTH GILLETTE AVENUE. THE PLAT CAN BE REVIEWED AT THE CAMPBELL COUNTY PUBLIC WORKS DEPARTMENT, 500 SOUTH GILLETTE AVENUE, GILLETTE, WYOMING. September 14, 21, 2021



ENCLOSURE 1

21.06.CRSD

**MARCHBANK SIMPLE
SUBDIVISION**



Marchbank Simple Subdivision

September 9, 2021

Planning Commissioners Meeting
September 16th, 2021

Board of Commissioners Meeting

Applicant: David and/or Nathan Marchbank

Case Number: 21.06 CRSD

Agent: Cevin Imus, Land Surveying Incorporated

Summary: The applicant is proposing to subdivide a 41.27-acres tract of land into two parcels; Parcel One, a 10.32-acre tract and Parcel Two a 29.95-acre tract.

The land is part of a larger section of land previously owned by the Walker Family Trust. The Walker family created a Record of Survey of 35 acre or more parcels back in 2019 in compliance with the Statutory Exemptions to subdividing found in Section 3.3(b)(xi) of Campbell County Chapter 6 Subdivision Regulations. The Record of Survey included required easements and covenants for future subdividing at the time of recordation.

Roads to the parcels currently being sold have been installed utilizing the easements provided.

Legal Description: NW ¼ NE ¼ Sec. 18 T49N-R69W, Campbell County

Location: The property is located off Bishop Rd, Rozet WY.

Current Zoning: Unzoned

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

Existing Land Use: Residential, Agricultural.

Adjacent Land Use: North: Agricultural/Residential (UZ)
South: Agricultural/Residential (UZ)
East: Agricultural/Residential (UZ)
West: Agricultural/Residential (UZ)

Water Source: Private Wells

Wastewater: Individual Septic Systems

Exhibits:

- Application and Checklist (pgs. 5-7)
- Neighbor Letter with Exhibits and Recipient List (pgs. 8-11)
- Record of Survey (pg. 12)
- Tract 'A' Legal Description (pg. 13)
- Tract 'B' Legal Description (pg. 14)
- Warranty Deed (pg. 15)
- Adjacent Landowners Exhibit (pg. 16)
- Vicinity Map Exhibit (pg. 17)
- Record of Survey Walker Trust Road Easements (pg. 18)
- Title Guarantee (pgs. 19-25)
- Declaration of Covenants (pgs. 26-29)

Findings of Fact:

- 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' (or less) contours—OK
 - c. Title Report—OK
 - d. Consent to Subdivide—Not applicable—No encumbrances exist
 - e. Approach permit—Not applicable
 - f. Copy of deed—Provided
 - g. Covenants—Existing
 - h. Publishers Affidavit—Missing, see Planning Considerations below

Planning Considerations:

Publisher's Affidavit: The applicant missed the deadline for advertising; however, it will be acceptable to advertise and list the Board of Commissioner's meeting as the hearing date.

Staff Recommendation:

Staff recommends approval of the proposed Marchbank Simple Subdivision, pending completion of planning considerations.

Planning Commission Recommendation:

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

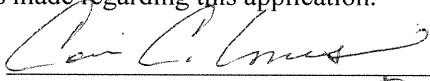
Applicant Information

Name of Applicant: David or Nathan Marchbank	
Applicant Phone Number: 307-391-1112	Applicant Fax Number:
Applicant Mailing Address: 202 Primrose Drive, Gillette, WY 82716	
Applicant Email Address: ndmarch@outlook.com	
Relationship of Applicant to Property:	☒ Owner ☐ Tenant ☐ Lessee ☐ Other

Agent Information

Name of Authorized Agent (if applicable): Land Surveying Incorporated	
Agent Phone Number: 307-682-1661	Agent Fax Number: 307-682-1660
Agent Mailing Address: 209 North Works Ave.	
Agent Email: cimus@lsi-inc.us	

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



 Applicant Agent

7/28/2024

 Date

INFORMATION REQUIRED FOR REVIEW:

1. Legal Description of Area: NW 1/4 NE 1/4 Sec. 18 T49N-R69W
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: 41.27 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: 10.32 Acres Parcel 2: 29.95 Acres

Campbell County Simple Subdivision Check List

A-6

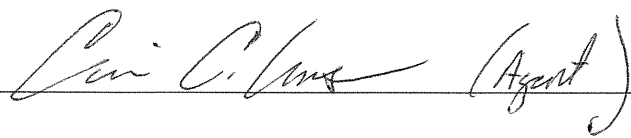
- | | Agent | County |
|---|--|--------|
| 1) Parcel is unplatted and 35 acres or greater in size | <u>Yes ☒ No ☐</u> | _____ |
| 2) Land surrounding parcel is owned by others. Sudivider has not completed another Simple Subdivision nearby or adjacent to this subdivision. | <u>Yes ☒ No ☐</u> | _____ |
| 3) Parcel will be divided into two parcels that contains ten acres or more. | <u>Yes ☒ No ☐</u> | _____ |
| 4) Access easement of 40' to publicly dedicated right-of-way.
(Book and page of recorded document) | <u>Yes ☐ No ☒</u> | _____ |

MINIMUM APPLICATION REQUIREMENTS

- | | | |
|--|--|-------|
| 1) Legal description of parcel and resulting units by aliquot parts or metes and bounds. | <u>Yes ☒ No ☐</u> | _____ |
| 2) Copy of deed. | <u>Yes ☒ No ☐</u> | _____ |
| 3) Copy of County Assessor's plat with adjacent landowners names and addresses. | <u>Yes ☒ No ☐</u> | _____ |
| 4) Vicinity Map | | |
| a) Adequate clarity | <u>Yes ☒ No ☐</u> | _____ |
| b) Subdivision location | <u>Yes ☒ No ☐</u> | _____ |
| c) Location and names of roads | <u>Yes ☒ No ☐</u> | _____ |
| 5) Recordable record of survey certified by Wyoming P.L.S.
(8 1/2" x 14") containing: | | |
| a) Location (Section, Township, Range, Principal Meridian, etc.) | <u>Yes ☒ No ☐</u> | _____ |
| b) North Arrow | <u>Yes ☒ No ☐</u> | _____ |
| c) Monuments (set and found) | <u>Yes ☒ No ☐</u> | _____ |
| d) Basis of Bearing | <u>Yes ☒ No ☐</u> | _____ |
| e) Parcel and two resulting units | <u>Yes ☒ No ☐</u> | _____ |
| f) Access and Utility easements to both units | <u>Yes ☒ No ☐</u> | _____ |
| g) Bk & page of recorded access and utility easements, not less than 40 feet wide, to and for both resulting units | <u>Yes ☐ No ☒ NA ☐</u> | _____ |
| 6) Copies of recorded access and utility easements | <u>Yes ☐ NA ☒</u> | _____ |

	Agent	A-7 County
7) DEQ review and approval needed on all commercial or industrial parcels with on-site waste water disposal.	Yes ☐ NA ☒	_____
8) Site Plan and resulting two units:		
a) Dimensions	Yes ☒ No ☐	_____
b) Acreage	Yes ☒ No ☐	_____
c) Drawn to scale	Yes ☒ No ☐	_____
d) Existing use	Yes ☐ No ☒	_____
e) Existing Structures	Yes ☐ NA ☒	_____
h) Features - Natural or Manmade – Immediate and Adjacent (drainage ways, streams, roads, buildings, etc.)	Yes ☒ NA ☐	_____
i) Topography (5' intervals or USGS)	Yes ☐ No ☒	_____
i) Potable water existing	Yes ☐ NA ☒	_____
j) Potable water proposed	Yes ☐ No ☒	_____
k) Waste water disposal onsite	Yes ☐ NA ☒	_____
l) Public waste water disposal	Yes ☐ NA ☒	_____
m) Utility lines inside	Yes ☐ NA ☒	_____
n) Utility lines adjacent	Yes ☒ No ☐	_____
o) Oil & gas lines/infrastructure existing on property	Yes ☒ No ☐	_____
9) Full Title Report	Yes ☒ No ☐	_____
10) Consent to Subdivide	Yes ☐ No ☒	_____
11) Monuments set and found	Yes ☒ No ☐	_____
12) Publishers Affidavit	Yes ☐ No ☒	_____
13) WYDOT approach permit if applicable	Yes ☐ NA ☒	_____
14) Existing or Proposed Covenants if applicable.	Yes ☒ NA ☐	_____

Disclaimer: This checklist is not comprehensive and it is recommended that interested parties familiarize themselves with the Campbell County Subdivision Regulations.

Signature:  (Agent) _____
 Title: _____
 Date: 7/20/2021 _____

ENGINEERING FIRM

<u>Land Surveying Inc.</u>	<u>682-1661</u>
Address <u>209 North Works Ave</u>	Phone <u>682-1660</u>
<u>Gillette, WY 82716</u>	Fax _____

DEPARTMENT OF PUBLIC WORKS

Building & Planning Division

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

8/30/2021

RE: Marchbank Simple Subdivision
Legal Description: 49N 69W

Dear Neighboring Landowner:

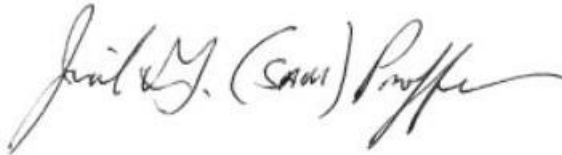
I would like to inform you of a proposed Aliquot Parcel (Simple Subdivision) request in your area. If you should have any concerns or comments, you are invited to attend the following public hearing:

The County Planning Commission will review the Aliquot Parcel request at their meeting on Thursday, September 16, 2021 at 7 p.m. in the Commissioners' Chambers of the Courthouse, 500 South Gillette Avenue, Gillette, Wyoming.

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

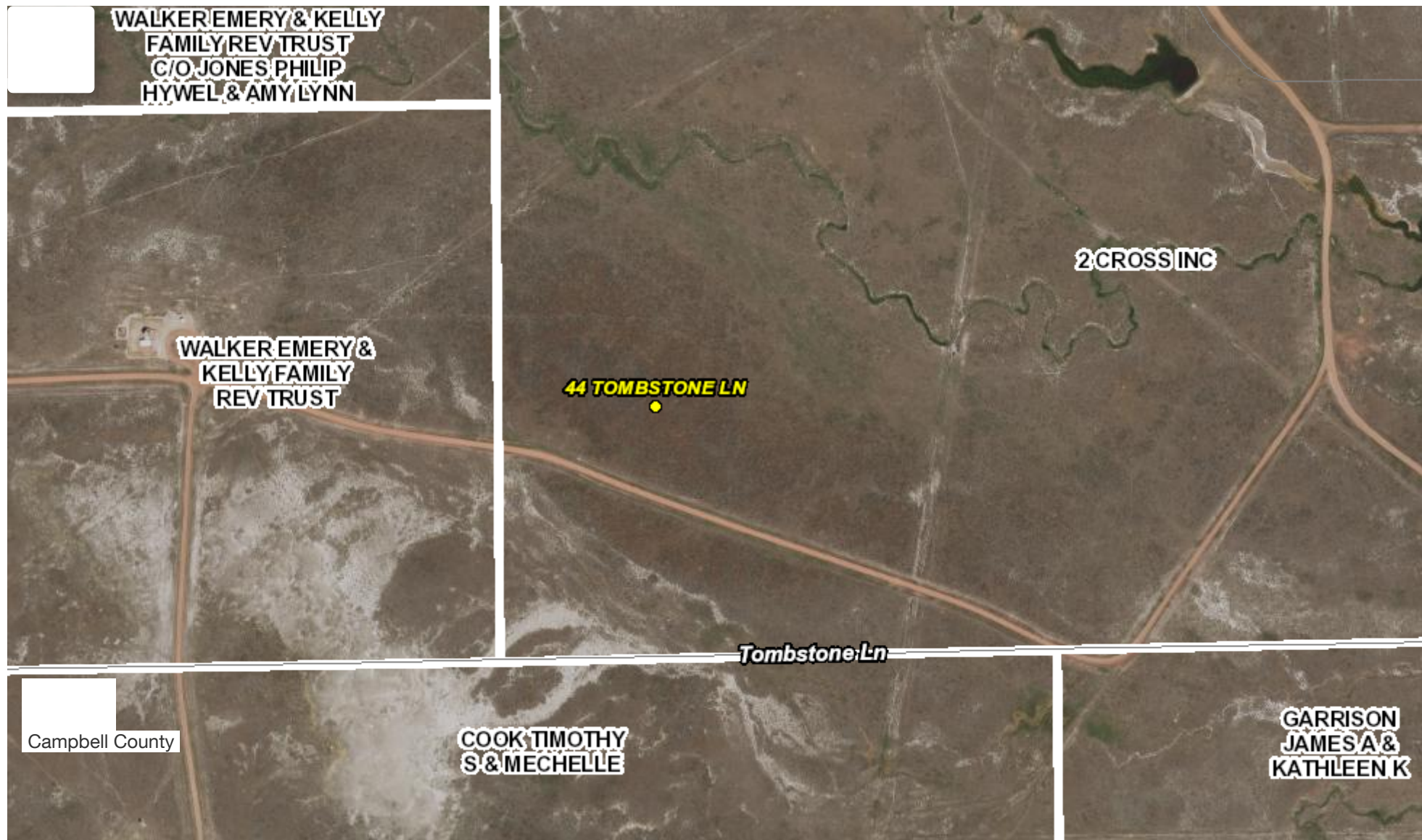
If you are unable to attend the meeting and have any comments regarding this proposal, you may send a signed letter or fax to this office and it will be forwarded to the Commissioners on your behalf. Copies of project documents are enclosed for your review. Please do not hesitate to contact us at 685-8061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

Sincerely,

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

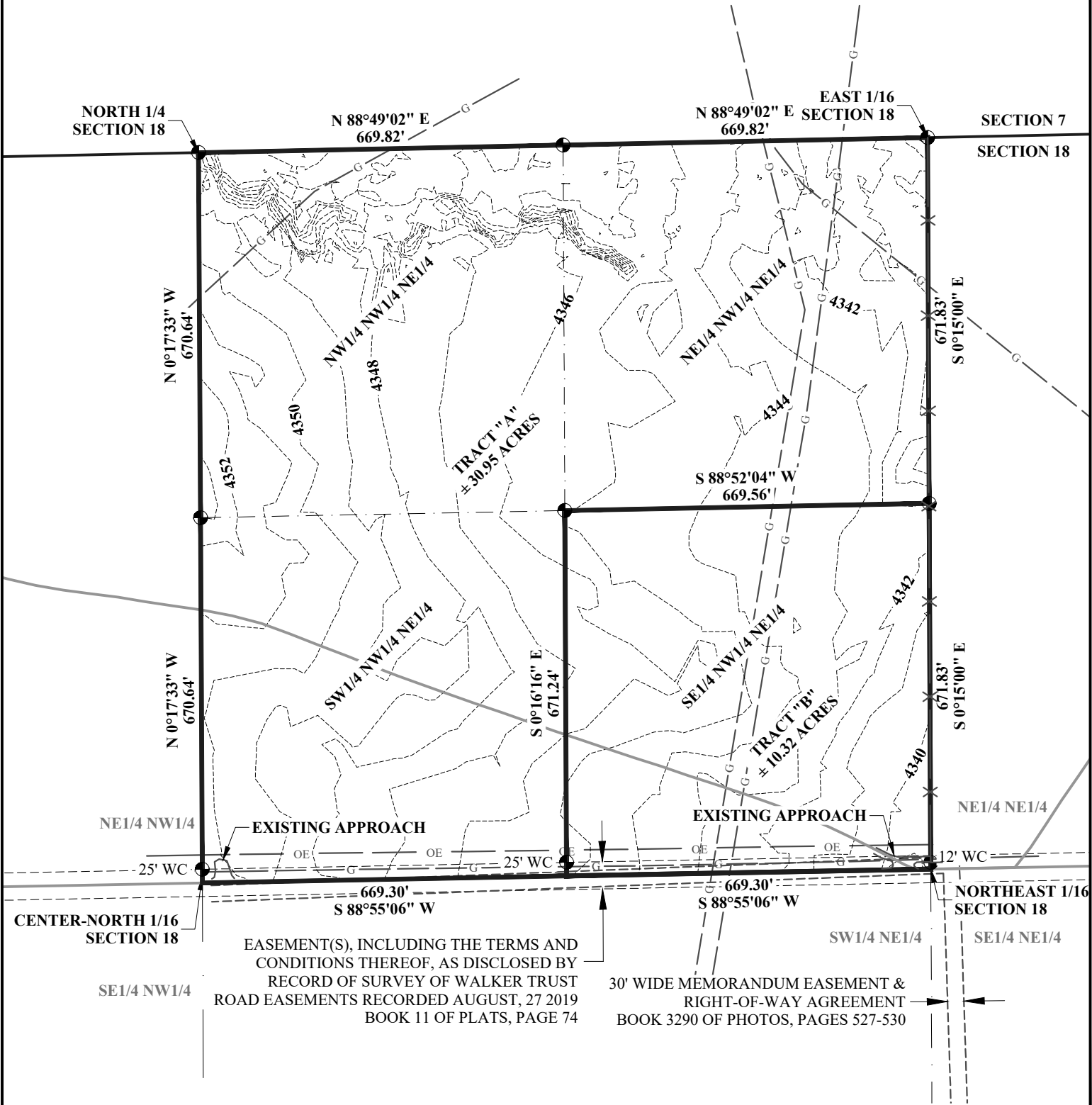
Sam Proffer
Planner and Zoning Administrator

Enclosure: Aerial photo, Site Plan



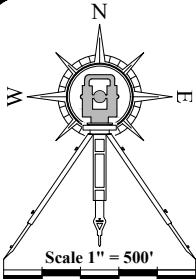
▼ 44 TOMBSTONE LN X Q

SITE PLAN
TRACTS "A" & "B"
SITUATED IN THE NW1/4 NE1/4,
OF SECTION 18,
T 49 N - R 69 W OF THE SIXTH P.M.,
CAMPBELL COUNTY, WYOMING



NOTE: THE EXISTING LEASE ROADS AND OIL & GAS CORRIDORS ARE SHOWN IN PROXIMITY, THERE WAS NO CORRESPONDING DOCUMENTS IN THE TITLE REPORT TO DETAIL THE SPECIFICATIONS OF EACH.

PRELIMINARY



BASIS OF BEARING:
GPS GRID BEARINGS

REVISION HISTORY

CREATED BY: CLEPINE	CREATION DATE: 7/27/2021
REVIEWER: CCI	APPROVED DATE: 8/25/2021

LEGEND

- = (SET) 2021 ALUMINUM CAP, PLS 9328
- = WITNESS CORNER
- = EXISTING LEASE ROAD
- = EXISTING OIL & GAS CORRIDOR
- = EXISTING OVERHEAD POWER LINE
- = EXISTING FENCE LINE
- = 1' CONTOUR LINES

ALL COURSES ARE MEASURED, UNLESS NOTED

Prepared For:
DAVID MARCHBANK
202 PRIMROSE DRIVE
GILLETTE, WY 82716

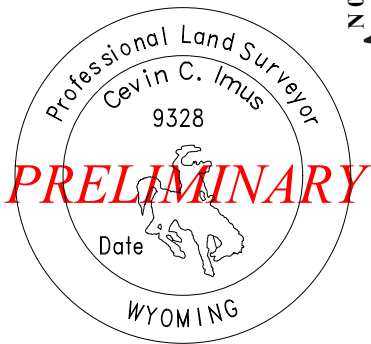
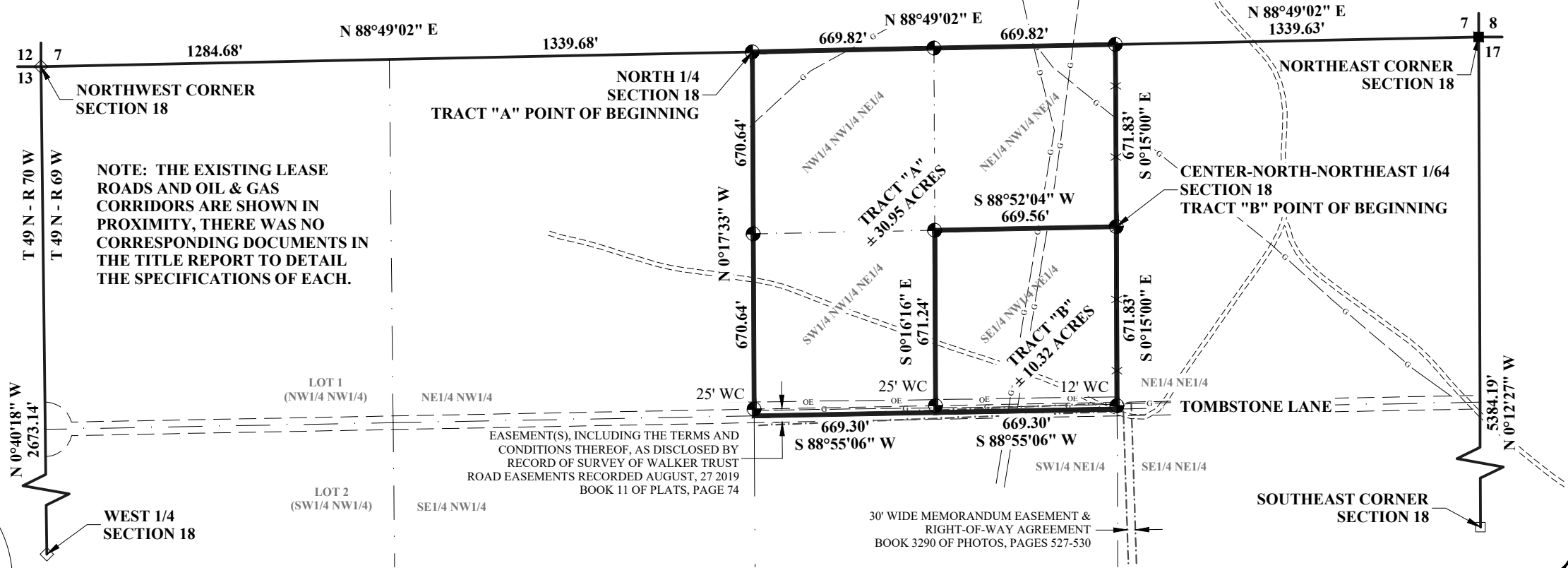
Prepared By:
LAND SURVEYING INCORPORATED
209 N. WORKS AVENUE
GILLETTE, WY 82716



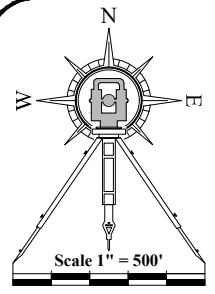
Location:
SITE PLAN
TRACTS "A" & "B"
SITUATED IN THE NW1/4 NE1/4,
OF SECTION 18,
T 49 N - R 69 W, OF THE SIXTH P.M.,
CAMPBELL COUNTY, WYOMING

Name	Mailing Address	Mailing City	Mailing St	Mailing Zip
Walker Emery & Kelly Family Rev Trust	110 Gunsmoke Rd	Rozet	WY	82727
Reel Ranch Limited Partnership	4063 Valley West Dr	Rapid City	SD	57702
Gary & Susan L Thar	194 Timber Creek Rd	Rozet	WY	82727
Shipwheel Livestock Corp	PO Box 648	Moorcroft	WY	82721
Carl F & Vicky Black	PO Box 95	Rozet	WY	82727

RECORD OF SURVEY
SITUATED IN THE NW1/4 NE1/4,
OF SECTION 18,
T 49 N - R 69 W OF THE SIXTH P.M.,
CAMPBELL COUNTY, WYOMING



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 July 21, 2021 and from information on file in this office that the RECORD OF SURVEY is accurately represented on this plat.



BASIS OF BEARING:
GPS GRID BEARINGS

LEGEND

- = (SET) 2021 ALUMINUM CAP, PLS 9328
 - ◇ = (FOUND) 1984 B.L.M. ALUMINUM CAP
 - = (FOUND) 1989 B.L.M. BRASS CAP
 - = (FOUND) 1962 BRASS CAP, LS 520
 - WC = WITNESS CORNER
 - x — x — = EXISTING FENCE LINE
 - G — = EXISTING OIL & GAS CORRIDOR
 - OE — = EXISTING OVERHEAD POWER LINE
 - = EXISTING LEASE ROAD
- ALL COURSES ARE MEASURED, UNLESS NOTED**

REVISION HISTORY

CREATED BY: CLEPINE	CREATION DATE: 8/24/2021	
REVIEWER: CCI	APPROVED DATE: 8/25/2021	SHEET: 1 OF 3

Prepared For:
DAVID MARCHBANK
202 PRIMROSE DRIVE
GILLETTE, WY 82716

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



Location:
RECORD OF SURVEY
SITUATED IN THE NW1/4 NE1/4,
OF SECTION 18,
T 49 N - R 69 W, OF THE SIXTH P.M.,
CAMPBELL COUNTY, WYOMING

TRACT "A" LEGAL DESCRIPTION

N1/2 NW1/4 NE1/4 & SW1/4 NW1/4 NE1/4,
OF SECTION 18,
T 49 N - R 69 W OF THE SIXTH P.M.,
CAMPBELL COUNTY, WYOMING

Legal Description:

N1/2 NW1/4 NE1/4 & SW1/4 NW1/4 NE1/4 of Section 18, Township 49 North, Range 69 West, of the Sixth Principal Meridian, Campbell County, Wyoming, and being more particularly described as follows:

Commencing at the Northwest corner of said Section 18, said corner being monumented with a 1984 B.L.M. Brass cap; Thence N 88°49'02" E for a distance of 2,624.36 feet along the North line to the North quarter corner of said Section 18, said corner being monumented with a 2021 Aluminum cap, PLS 9328, being the POINT OF BEGINNING:

Thence continuing along said North line N 88°49'02" E for a distance of 669.82 feet to the West-East 1/64 corner of Sections 18 & 7, said corner being monumented with a 2021 Aluminum cap, PLS 9328; Thence continuing along said North line N 88°49'02" E for a distance of 669.82 feet to the East 1/16 corner of Sections 18 & 7, said corner being monumented with a 2021 Aluminum cap, PLS 9328; Thence S 0°15'00" E for a distance of 671.83 feet along the East line of the NE1/4 NW1/4 NE1/4 of Section 18 to the Center-North-Northeast 1/64 corner of said Section 18, said corner being monumented with a 2021 Aluminum cap, PLS 9328; Thence S 88°52'04" W for a distance of 669.56 feet along the South line of said NE1/4 NW1/4 NE1/4 of Section 18 to the Northwest-Northeast 1/64 corner of said Section 18, said corner being monumented with a 2021 Aluminum cap, PLS 9328; Thence S 0°16'16" E for a distance of 671.24 feet along the East line of the SW1/4 NW1/4 NE1/4 of Section 18 to the Center-West-Northeast 1/64 of said Section 18, said corner being monumented with a Witness corner being 25' North of the true corner position and stamped 2021 Aluminum cap, PLS 9328; Thence S 88°55'06" W for a distance of 669.30 feet along the South line of said SW1/4 NW1/4 NE1/4 to the Center-North 1/16 corner of said Section 18, said corner being monumented with a Witness corner being 25' North of the true corner position and stamped 2021 Aluminum cap, PLS 9328; Thence N 0°17'33" W for a distance of 670.64 feet along the West line of said SW1/4 NW1/4 NE1/4 to the Center-North-North 1/64 of Section 18, said corner being monumented with a 2021 Aluminum cap, PLS 9328; Thence N 0°17'33" W for a distance of 670.64 feet along the West line of the NW1/4 NW1/4 NE1/4 of said Section 18 to the POINT OF BEGINNING:

Said tract having a total area of 30.95 acres, more or less.

Prepared For:

DAVID MARCHBANK
202 PRIMROSE DRIVE
GILLETTE, WY 82716

Prepared By:

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



Location:

TRACT "A" LEGAL DESCRIPTION
N1/2 NW1/4 NE1/4 & SW1/4 NW1/4 NE1/4
OF SECTION 18,
T 49 N - R 69 W, OF THE SIXTH P.M.,
CAMPBELL COUNTY, WYOMING

REVISION HISTORY

CREATED BY: CLEPINE	CREATION DATE: 7/27/2021	
REVIEWER: CCI	APPROVED DATE: 7/28/2021	SHEET: 2 OF 3

TRACT "B" LEGAL DESCRIPTION

SE1/4 NW1/4 NE1/4,
OF SECTION 18,
T 49 N - R 69 W OF THE SIXTH P.M.,
CAMPBELL COUNTY, WYOMING

Legal Description:

SE1/4 NW1/4 NE1/4 of Section 18, Township 49 North, Range 69 West, of the Sixth Principal Meridian, Campbell County, Wyoming, and being more particularly described as follows:

Commencing at the Northwest corner of said Section 18, said corner being monumented with a 1984 B.L.M. Brass cap; Thence N 88°49'02" E for a distance of 2,624.36 feet along the North line to the North quarter corner of said Section 18, said corner being monumented with a 2021 Aluminum cap, PLS 9328; Thence continuing along said North line N 88°49'02" E for a distance of 1,339.64 feet to the East 1/16 corner of Sections 18 & 7, said corner being monumented with a 2021 Aluminum cap, PLS 9328; Thence S 0°15'00" E for a distance of 671.83 feet along the East line of the NW1/4 NE1/4 of said Section 18 to the Center-North-Northeast 1/64 of said Section 18, said corner being monumented with a 2021 Aluminum cap, PLS 9328, and the POINT OF BEGINNING:

Thence S 0°15'00" E for a distance of 671.83 feet along the East line of the SE1/4 NW1/4 NE1/4 of Section 18 to the Northeast 1/16 corner of said Section 18, said corner being monumented with a Witness corner being 12' North of the true corner position and stamped 2021 Aluminum cap, PLS 9328; Thence S 88°55'06" W for a distance of 669.30 feet along the South line of said SE1/4 NW1/4 NE1/4 to the Center-West-Northeast 1/64 of said Section 18, said corner being monumented with a Witness corner being 25' North of the true corner position and stamped 2021 Aluminum cap, PLS 9328; Thence N 0°16'16" W for a distance of 671.24 feet along the West line of said SE1/4 NW1/4 NE1/4 to the Northwest- Northeast 1/64 corner of said Section 18, said corner being monumented with a 2021 Aluminum cap, PLS 9328; Thence N 88°52'04" E for a distance of 669.56 feet along the North line of said SE1/4 NW1/4 NE1/4 to the POINT OF BEGINNING:

Said tract having a total area of 10.32 acres, more or less.

Prepared For:

DAVID MARCHBANK
202 PRIMROSE DRIVE
GILLETTE, WY 82716

Prepared By:

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



Location:

TRACT "B" LEGAL DESCRIPTION
SE1/4 NW1/4 NE1/4,
OF SECTION 18,
T 49 N - R 69 W, OF THE SIXTH P.M.,
CAMPBELL COUNTY, WYOMING

REVISION HISTORY

CREATED BY: CLEPINE	CREATION DATE: 7/27/2021	
REVIEWER: CCI	APPROVED DATE: 7/28/2021	SHEET: 3 OF 3

P:\2021\MARCHBANK, DAVID\21-108A\DRAFTING\21-108A 20210707 CAL\21108A_ROS.DWG

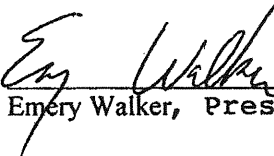
WARRANTY DEED

2 Cross, Inc, a Wyoming corporation, *Grantor*, of Campbell County, WY for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEYS AND WARRANTS to **David Marchbank**, *Grantee*, TBD, Rozet, Wy, Rozet, WY, the following described real estate, situate in the County of Campbell, State of WY, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of WY, to-wit:

**Township 49 North, Range 69 West, 6th P.M., Campbell County, Wyoming
Section 18: NW1/4NE1/4**

Subject to any and all transfers or ownership of mineral interests, rights-of-way, easements, agreements, restrictions, reservations, and covenants of record.

WITNESS our hands this 25th day of June, 2021
2 Cross, Inc, a Wyoming corporation


Emery Walker, President

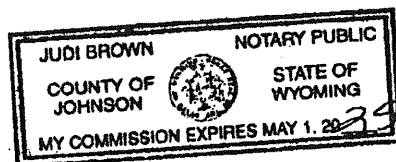
STATE OF WYOMING)

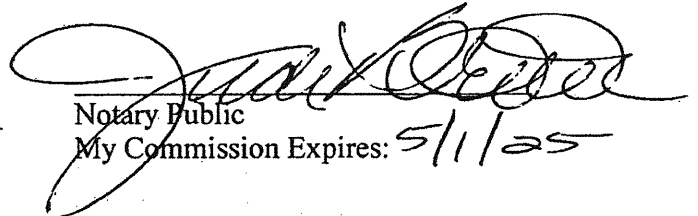
)ss

COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Emery Walker, ~~member~~ of 2
Cross, Inc, a Wyoming corporation, this 25th day of June, 2021. President BB

Witness my hand and official seal.

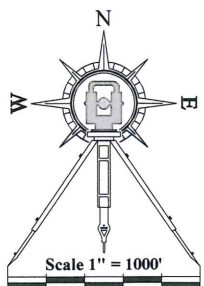
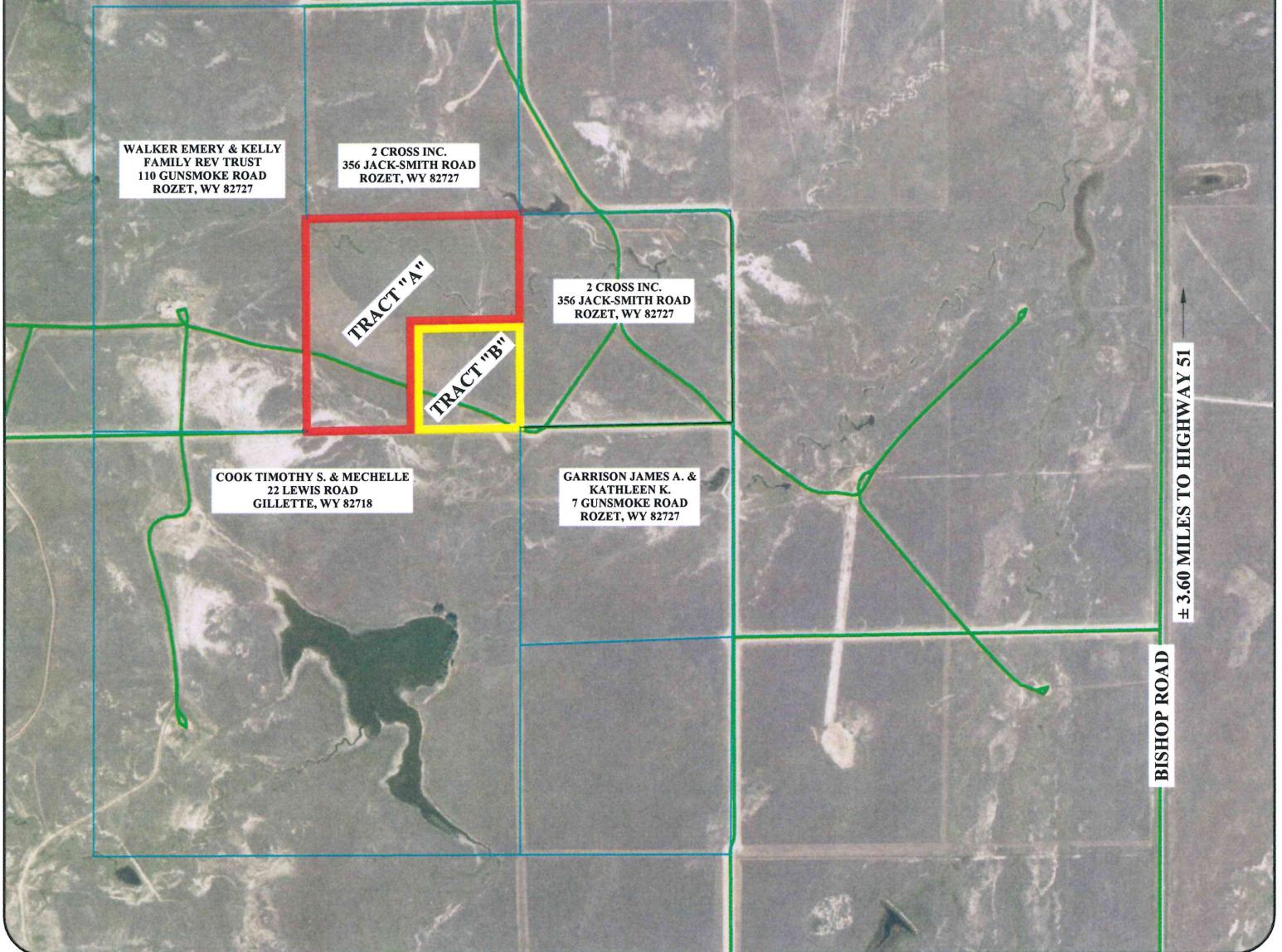



Notary Public
My Commission Expires: 5/1/25

ADJACENT LANDOWNERS

TRACTS "A" & "B"

SITUATED IN THE NW 1/4 NE 1/4,
OF SECTION 18,
T 49 N - R 69 W OF THE SIXTH P.M.,
CAMPBELL COUNTY, WYOMING



LEGEND

- = GRADED ROAD
- = PROPERTY BOUNDARY

Prepared For:

DAVID MARCHBANK
202 PRIMROSE DRIVE
GILLETTE, WY 82716

Prepared By:

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



Location:

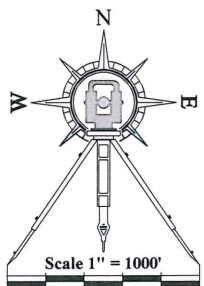
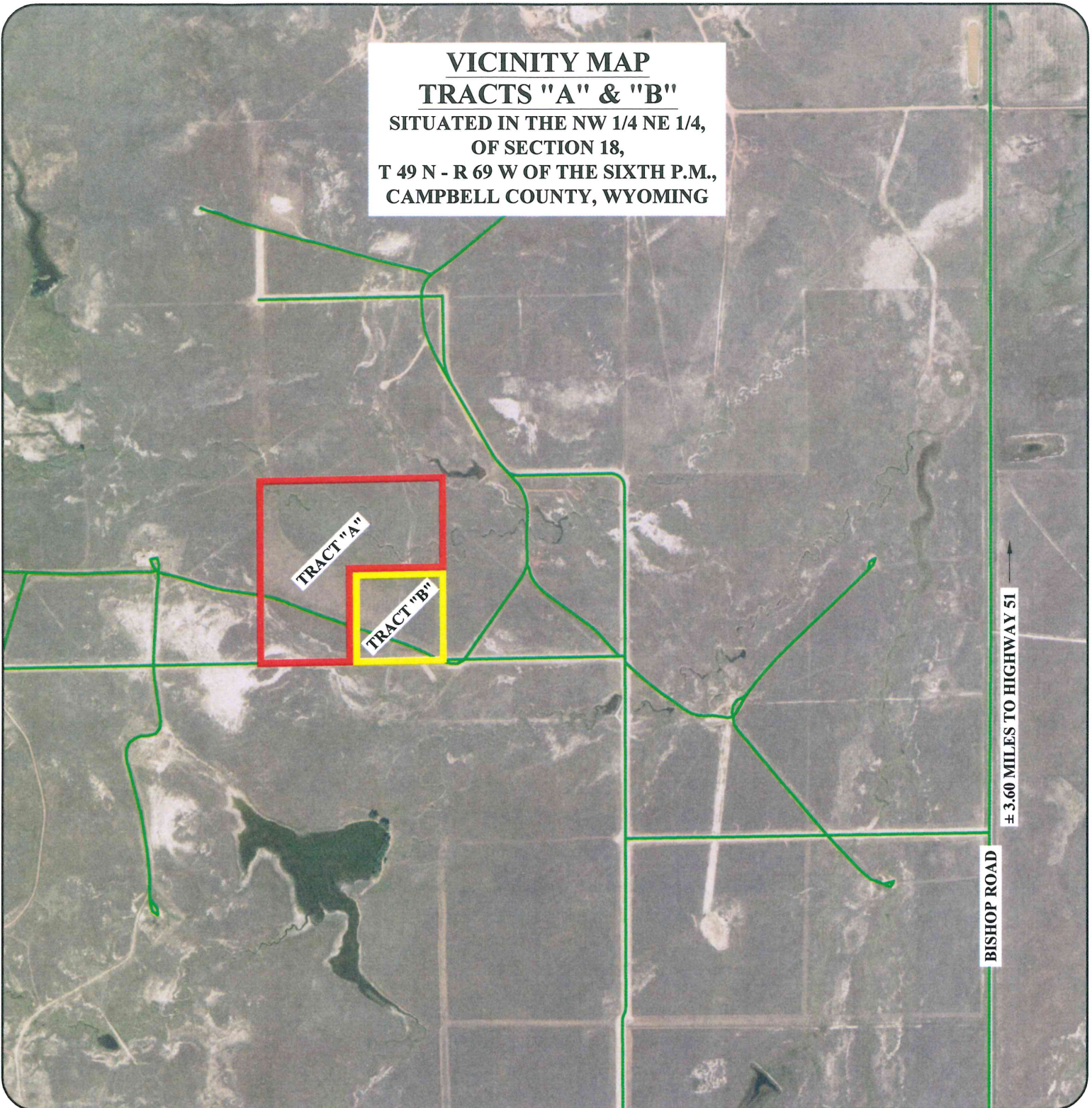
ADJACENT LANDOWNER
TRACTS "A" & "B"
SITUATED IN THE NW 1/4 NE 1/4,
OF SECTION 18,
T 49 N - R 69 W, OF THE SIXTH P.M.,
CAMPBELL COUNTY, WYOMING

REVISION HISTORY

CREATED BY: CLEPINE	CREATION DATE: 7/28/2021
REVIEWER: CCI	APPROVED DATE: 7/28/2021

P:\2021\MARCHBANK, DAVID\21-108A\DRAWING\21-108A 20210707 CAL\21108A_VIC.DWG

VICINITY MAP
TRACTS "A" & "B"
 SITUATED IN THE NW 1/4 NE 1/4,
 OF SECTION 18,
 T 49 N - R 69 W OF THE SIXTH P.M.,
 CAMPBELL COUNTY, WYOMING



LEGEND

 = GRADED ROAD

Prepared For:
DAVID MARCHBANK
 202 PRIMROSE DRIVE
 GILLETTE, WY 82716

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



Location:
VICINITY MAP
TRACTS "A" & "B"
 SITUATED IN THE NW 1/4 NE 1/4,
 OF SECTION 18,
 T 49 N - R 69 W, OF THE SIXTH P.M.,
 CAMPBELL COUNTY, WYOMING

REVISION HISTORY

CREATED BY: CLEPINE	CREATION DATE: 7/28/2021
REVIEWER: CCI	APPROVED DATE: 7/28/2021



First American

Guarantee

Condition of Title Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

50036956-3779330

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)**



First American

Schedule A

Condition of Title Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

3779330

File No.: 4539-3779330

Guarantee No. 3779330

Amount of Liability: \$300.00

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

Fee: \$250.00

1. Name of Assured:

Land Surveying Incorporated

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:

TOWNSHIP 49 NORTH, RANGE 69 WEST, 6TH P.M., CAMPBELL COUNTY, WYOMING

Section 18: NW $\frac{1}{4}$ NE $\frac{1}{4}$

Account No. (for reference only): 10061871 (WITH OTHER LAND)

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:

David Marchbank

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

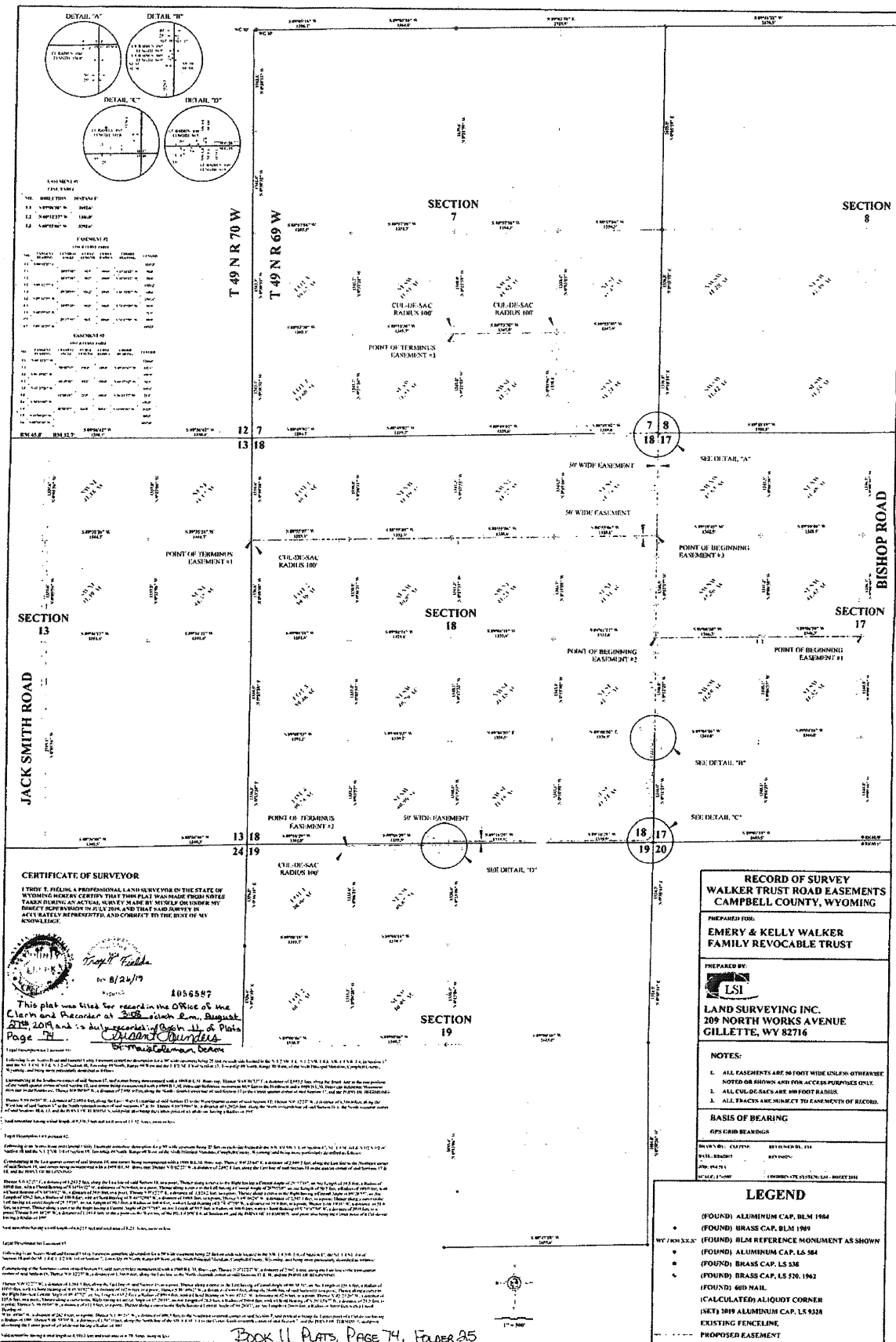
First American Title Insurance Company

GUARANTEE NUMBER

3779330

File No.: 4539-3779330

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. Easement(s), including the terms and conditions thereof, as disclosed by Record of Survey of Walker Trust Road Easements:
Recorded: August 27, 2019
Recording Information: [Book 11 of Plats, Page 74](#)
3. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
Recording Information: August 28, 2019 in [Book 3223 of Photos, Page 208](#)
4. Memorandum of Easement and Right-of-Way Agreement including the terms and conditions thereof:
Between: 2 Cross, Inc.
And: Powder River Energy Corporation (PRECorp)
Recorded: August 7, 2020
Recording Information: [Book 3290 of Photos, Page 527](#)
5. Tombstone Lane as it may cross the Land.



1056599

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, is made on the date hereinafter set forth by Emery and Kelly Walker, Trustees of the Emery and Kelly Walker Family Trust dated 6 January 2017, hereinafter referred to as Declarants.

WITNESSETH

WHEREAS, Declarants are the owners of property located in Campbell County, Wyoming; and,

WHEREAS, Declarants have installed roads and recorded road easements for the property owned by Declarants as shown on the Record of Survey recorded on August 27, 2019, in Book 11 of Plats, Page 74, in the records of the Campbell County Clerk, Campbell County, Wyoming; and,

WHEREAS, Declarants wish to bind the above described property by the following Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, Declarants hereby declare that the property described above (hereinafter "property") shall be held, sold and conveyed subject to this declaration for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The "Declarant" shall mean Emery and Kelly Walker, Trustees of the Emery and Kelly Walker Family Trust dated 6 January 2017
2. The "Land" shall mean the following described real property located in Campbell County, Wyoming:

T49N, R69W, 6th PM

Section 7: SE1/4, E1/2SW1/4

Section 17: W1/2NW1/4, SE1/4NW1/4, N1/2SW1/4

Section 18: ALL

Section 19: NW1/4

T49N, R70W, 6th PM

Section 13: NENE, SENE

3. "Tract or Tracts" shall mean all land owned by an entity. An "entity" is defined as a single person, married couple, partnership, corporation, limited liability company or other organization or association comprised of one or more people.

4. The "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title in any Tract which is part of the property, including contract sellers, but excluding any of those having an interest merely as security for the performance of an obligation.

5. "Covenants" or "Declaration" shall mean the Declaration of Covenants, Conditions and Restriction in this Document.

ARTICLE I.

ROAD MAINTENANCE

It shall be the responsibility of the owners of property described in this Declaration to maintain the roads located with the boundaries of the described property. In order to insure that the roads remain passable and/or usable, the owners shall meet at least semiannually to determine what maintenance is needed for the roads located within the boundaries of the property. A majority of those owners voting in favor of a plan of maintenance shall determine what is to be done to maintain the roads for the coming 6 months. Maintenance will not include any cost related to removal of snow. Any expenses related to snow removal from the roads will be the expense of the owner which needs snow removal services.

The cost of the road maintenance shall be borne equally by the homeowners in accordance with the number of tracts owned. The failure of a homeowner to pay their proportionate share of the maintenance expense will subject that homeowner to interest at the rate of 10% commencing within 30 days of the initial billing, along with attorney fees and costs that may be awarded against the homeowner for the failure to pay the amount owing.

ARTICLE II.

WAIVER OF LIABILITY

Section 1. Waiver of Liability. By the acceptance of their deed, all owners, heirs, successors and assigns waive all claims against Declarants.

ARTICLE III.

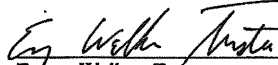
GENERAL PROVISIONS

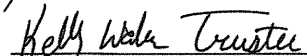
Section 1. Enforcement. Any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges nor or hereafter imposed by the provisions of this declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. These Covenants shall run with the Land and shall be for the benefit of and binding on each Owner, and their respective heirs, assigns, agents, invitees, social guests, and successors in interest and shall continue to be of full force and effect perpetually, unless these Covenants are terminated pursuant to the laws of the State of Wyoming or otherwise amended. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions in this declaration shall run with the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This declaration may be amended at any time by the undersigned or by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, the declarants and owners, have hereunto set their hands and seals effective the 28 day of Aug, 2019.


Emery Walker, Trustee


Kelly Walker, Trustee

STATE OF WYOMING)
) ss.
 COUNTY OF CAMPBELL)

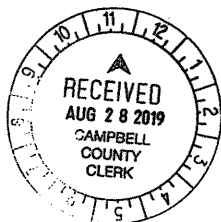
On this, the 28th day of August, 2019, before me, the undersigned officer, personally appeared Emery Walker and Kelly Walker, Trustees of the Emery and Kelly Walker Family Trust dated 6 January 2017, known to me or satisfactorily proven to be the persons subscribed to in the within instrument and acknowledged that they executed the same for the purposes therein contained and as their own free act and deed.

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

Annette Hauschild
 Notarial Officer

My commission expires: August 8, 2020

(Seal)



RECORDED
 ABSTRACTED
 INDEXED
 CHECKED

1056599 Recorded on 08/28/2019 at 11:16 Fee 21.00
 Book 3223 of PHOTOS Pages 208 to 211
 Susan F. Saunders, Campbell County Clerk by: S. WALTER

The following page(s) contain the backup material for Agenda Item: [9:25 Hess Rezoning Request](#)

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



Memorandum Department of Public Works

TO: Campbell County Board of Commissioners

FROM: Sam Proffer, Planner and Zoning Administrator

DATE: October 5th, 2021 Meeting

SUBJECT: Hess Rezoning Request

Case Number: 21.04.COZ

Summary: The applicant Allen Hess has applied for a resubdivision of Lot 1, Block 2 of Hunter Estates Phase II (5201 Penny Lane) and Tract 3 Hunter Estates Phase III (6302 Tassel Ave.) under Case No. 21.08.COSP.

The resubdivision of land entails taking .265 acres from the Tassel Ave. location currently zoned R-S Residential Suburban and incorporating it into the 5201 Penny Lane location currently zoned R-1 Residential Single Family. Multiple zoning classifications for a single property are not allowed, therefore the applicant has applied for a Zoning Request to run concurrently with the Subdivision Request.

Current Zoning: R-S (Residential Suburban District)

Proposed Zoning: R-1 (Residential Single Family)

Finding of Fact: The zoning request is compliant with Chapter 7 Zoning Regulations and has no effect on the existing zoning conditions or surrounding properties.

Exhibits: Exhibit 'A', Zoning Publication Notice (Pg. 2.)

Exhibit 'B', Planning Commission Case File 21.04.COZ (Pgs. 3-16)

Planning Commission Recommendation: On September 16th, 2021, the Planning Commission recommended approval of the zoning request Case No. 21.04.COZ.

Staff Recommendation: Staff recommends approval of the zoning request effective upon approval of the Subdivision Request Case No. 21.08.COSP.

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



Department of Building and Zoning

ZONING NOTICE

A public hearing will be held by the Campbell County Commissioners on Tuesday October 5th, 2021 at 10:15 A.M. in the Campbell County Courthouse, Commissioners' Chambers, 500 South Gillette Avenue, Gillette, Wyoming for the purpose of hearing a zoning request for a portion of Tract 3, Hunter Estates, Phase III (6302 Tassel Ave.) The applicant has requested that a portion of Tract 3 be rezoned from R-S Residential Suburban to R-1 Single Family Dwelling.

Anyone having an interest in the property should attend the meeting.

Sam Proffer
Planning & Zoning Administrator

Publish: Tuesday, September 21st, 2021

ENCLOSURE 2

21.04.COZ

HESS REZONING REQUEST

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



Hess Zoning Request

September 7, 2021

Planning Commission Meeting
September 16th, 2021

Board of Commissioners Meeting
October 5th, 2021 (Tentative)

Applicant: Allen Hess

Case Number: 21.04.COZ

Agent: Richard Doyle, Doyle Land Surveying Inc.

Summary: The applicant applied for a Resubdivision Major Plat, Case No. 21.08.COSP that entails increasing the size of what is currently Lot 1, Block 2 of Hunter Estates Phase II (5201 Penny Lane) now zoned R-1 by taking a .265-acre portion of Tract 3 Hunter Estates Phase III (6302 Tassel Ave.) now zoned R-S and adding it to the 5201 Penny Lane property.

To complete the Major Subdivision Plat, the area currently zoned R-S that will be added to the Penny Lane address currently zoned R-1 must be approved for rezoning to R-1 to make the entire lot one zoning classification.

Legal Descriptions:

Lot 1, Block 2 of Hunter Estates Phase II (6302 Tassel Ave.)
Tract 3 Hunter Estates Phase III (5201 Penny Lane.)

Location: The proposed subdivision and rezoning area is located at the end of Tassel Avenue in the Sleepy Hollow development off Union Chapel Road.

Exhibits:

- Application with Legal Description and Site Plan
- Neighbor Letter with Aerial Maps and Site Plan with Recipient List

Current Zoning:

Lot 1, Block 2 of Hunter Estates Phase II (5201 Penny Lane.) R-1
Tract 3 Hunter Estates Phase III (6302 Tassel Ave.) R-S

Proposed Zoning:

R-1 for the .265-acre area currently zoned R-S to be added to Lot 1, Block 2 of Hunter Estates Phase II (5201 Penny Lane.)

Existing Land Use: Developed residential subdivision lots.

Adjacent Land Use:

North: Residential (R-S)
South: Residential (R-1)
East: Residential (R-1)
West: Residential (R-S)

Zoning Considerations:

The proposed rezoning has no effect on the existing zoning classifications and does not create or increase any conflicts with current zoning regulations.

Staff Recommendation:

Staff recommends approval of the zoning request.

Planning Commission Recommendation:**Board of Commissioners' Decision:**



Application for Zoning Amendment

Permit Cost: \$200.00

Primary Code Reference: Chapter 7, Sections 10.60 and 10.5

Applicant Information

Name of Applicant: Allen Hess	
Applicant Phone Number: 307-299-8877	Applicant Fax Number:
Applicant Mailing Address: 6302 Tassel Ave, Gillette, WY 82718	
Applicant Email Address: lori Hess2019@gmail.com	
Relationship of Applicant to Property:	☒ Owner ☐ Tenant ☐ Lessee ☐ Other
Name of Authorized Agent (if applicable): Doyle Surveying Inc	
Agent Phone Number: 307-686-2410	Agent Fax Number: 307-685-2054
Agent Mailing Address: 801 E Fourth St., Ste 15, Gillette, WY 82716	
Agent Email: dls@vcn.com	

Property and Use Information

Property Address (if different from applicant):	
Current Zoning: R-S	Current Use: Residential
Proposed Zoning: R-1	Proposed Use: Residential
Legal Description(s): see attached land description	

Project Information

Description of Amendment: Please describe your project/use in as much detail as you feel necessary. Use extra sheets if required.
To adjust zoning to proposed development

FOR USE BY COUNTY STAFF – DO NOT WRITE HERE

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



Application for Zoning Amendment

Page 2

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

Required Materials:

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

Acknowledgement of Right to Appeal

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

Applicant Signature: _____

Authorized Agent: _____

Agent

Agent Authorization and Request for Notification of Changes

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

Applicant Signature: _____

Date: _____

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

LAND DESCRIPTION

A tract of land being a portion of Tract 3, Hunter Estates, Phase III, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Beginning at the Southwest corner of said Tract 3, Hunter Estates, Phase III;

thence $N00^{\circ}18'58''E$ along the West line of said Tract 3 a distance of 130.00 feet;

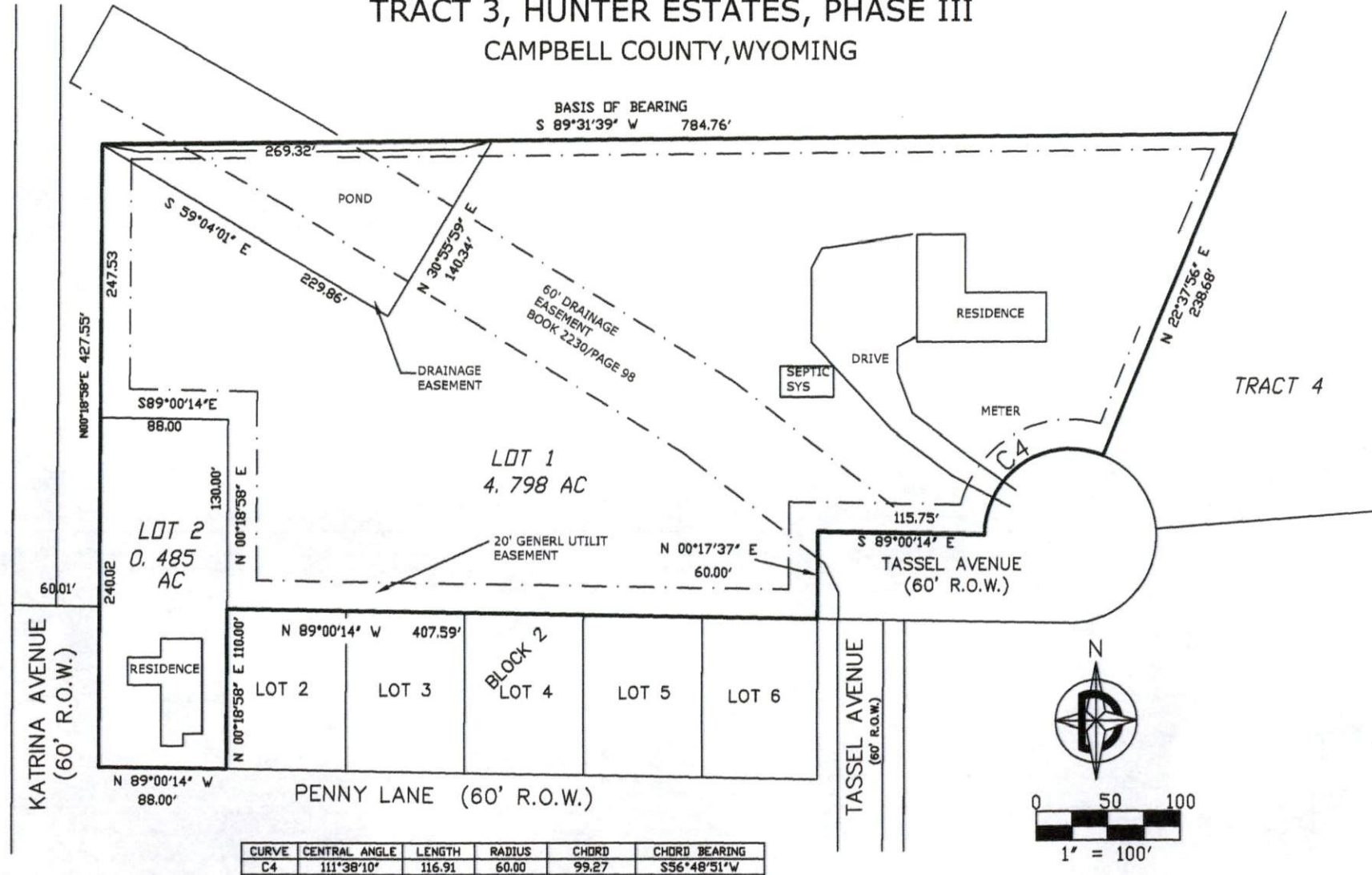
thence $S89^{\circ}00'14''E$ a distance of 88.00 feet;

thence $S00^{\circ}18'58''W$ a distance of 130.00 feet;

thence $N89^{\circ}00'14''W$ a distance of 88.00 feet to the POINT OF BEGINNING.

Said tract of land contains 11,440 square feet, more or less, subject to all rights, restrictions, reservations, and/or easements of sight and record.

SITE PLAN
 LOT 1, BLOCK 2, HUNTER ESTATES
 AND
 TRACT 3, HUNTER ESTATES, PHASE III
 CAMPBELL COUNTY, WYOMING



DEPARTMENT OF PUBLIC WORKS

Building & Planning Division

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

8/30/2021

RE: Hess Re-Zoning

Legal Description: 49N 71W

Dear Neighboring Landowner:

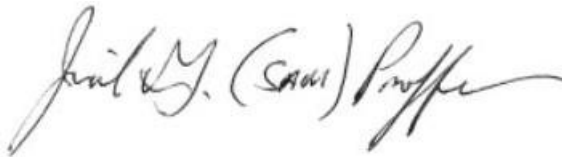
I would like to inform you of a proposed Rezoning request in your area. If you should have any concerns or comments, you are invited to attend the following public hearing:

The County Planning Commission will review the Rezoning request at their meeting on Thursday, September 16th, 2021 at 7 p.m. in the Commissioners' Chambers of the Courthouse, 500 South Gillette Avenue, Gillette, Wyoming.

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

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

Enclosures: Proposed Zoning Map, Site Plan, Aerial Lot Map

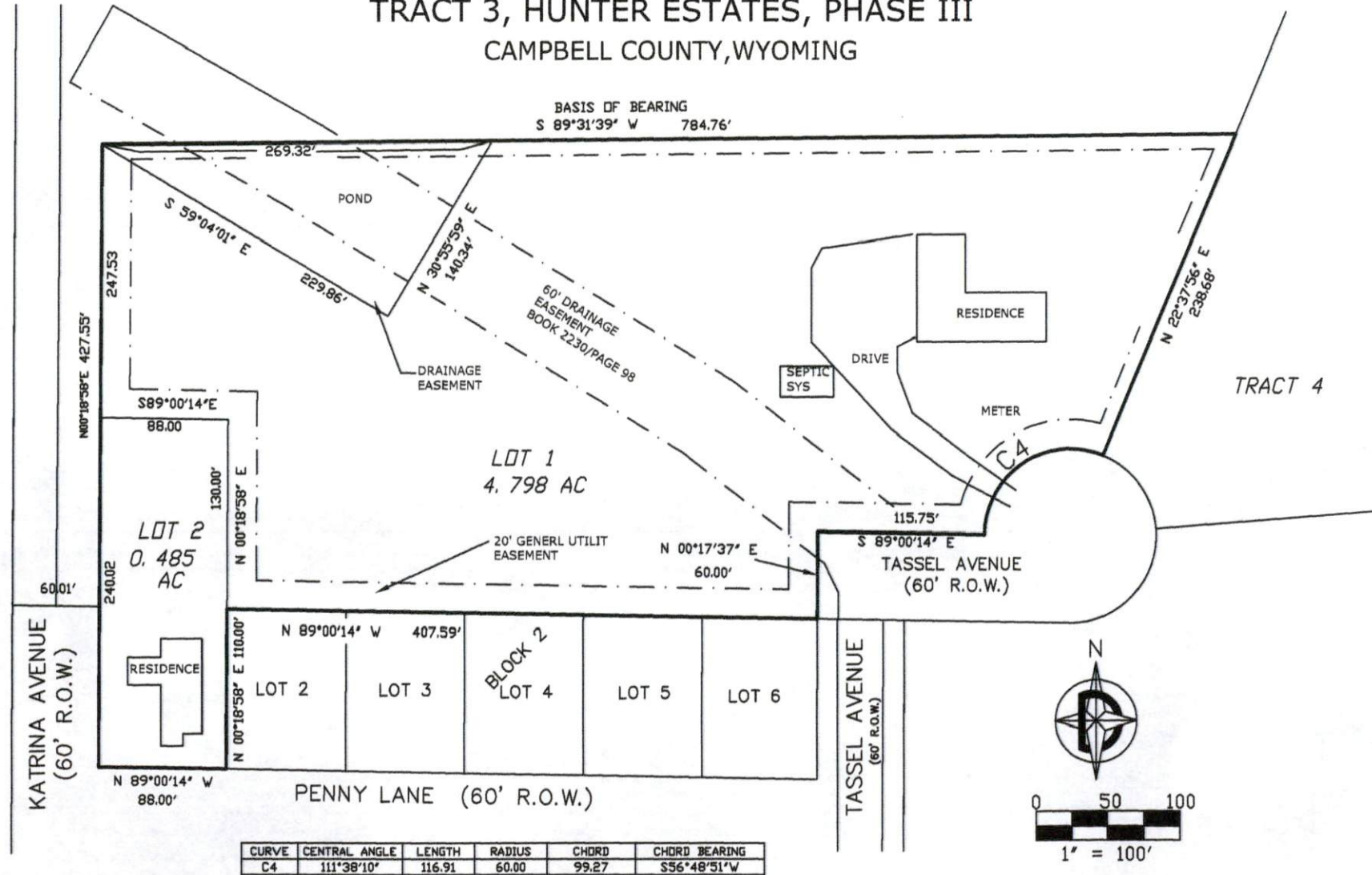


▼ 6302 TASSEL AVE X Q



▼ 6302 TASSEL AVE X Q

SITE PLAN
 LOT 1, BLOCK 2, HUNTER ESTATES
 AND
 TRACT 3, HUNTER ESTATES, PHASE III
 CAMPBELL COUNTY, WYOMING



Name	Mailing Address	Mailing City	Mailing St	Mailing Zip
Michael A & Tammy S Starrett	7961 Grouse Ave	Gillette	WY	82718
Rhys & Williams Sarah Crawford	6807 Greensburgh A	Gillette	WY	82718
Campbell County School District A	PO Box 3033	Gillette	WY	82717
Commercial Solutions LLC	PO Box 1893	Gillette	WY	82717
Gary Otto	19 Thomas Paine Rd	Gillette	WY	82718
Mikaela Y Bloom	4361 S Rim Ct	Gilbert	AZ	85297
Dominick Villarreal	5004 Raven St	Gillette	WY	82718
Michael T & Shirlee J Radike	5005 Raven St	Gillette	WY	82718
Micheal & Michelle Medina	5005 Tarry St	Gillette	WY	82718
Joshua & Cynthia Fillinger	5006 Raven St	Gillette	WY	82718
Mitchell F & Dixie A Skogen	5006 Tarry St	Gillette	WY	82718
Matthew & Ortega Alishia Marie H	5007 Raven St	Gillette	WY	82718
Fichter Michael Steven & Diane Liv	5007 Tarry St	Gillette	WY	82718
Peter D & Judith A Oliveri	5008 Raven St	Gillette	WY	82718
Robert A Meigs	5009 Raven St	Gillette	WY	82718
Wayne F Franzen	5100 Raven St	Gillette	WY	82718
Timothy J & Pamela M Brandt	5100 Tarry St	Gillette	WY	82718
Joy Lynn Beattie	5101 Raven St	Gillette	WY	82718
Bernard Karl & Betty Lou Johnson	5101 Tarry St	Gillette	WY	82718
Steve & Teresa Wilcox	5102 Raven St	Gillette	WY	82718
Seth N Morris	5102 Tarry St	Gillette	WY	82718
Lester R Sanderson	5103 Raven St	Gillette	WY	82718
Joshua C & Elizabeth M Chambers	5103 Tarry St	Gillette	WY	82718
Tyler & Tonya K Carlson	5104 Raven St	Gillette	WY	82718
Catherine L Wolf	5104 Tarry St	Gillette	WY	82718
Gilbert E & Jannette L Vanpatten	4171 Squaw Creek R	Casper	WY	82604
Roger L Snow	5105 Tarry St	Gillette	WY	82718
Joshua & Lutz Ashley Enright	5105 Zee Ct	Gillette	WY	82718
Tracy L Kaness	5106 Raven St	Gillette	WY	82718
Brett Law	5106 Tarry St	Gillette	WY	82718
Freeman Enterprises LLC	2807 Silver Ave	Gillette	WY	82716
Wayne A & Kathy M Dey	5107 Raven St	Gillette	WY	82718
Danny L & Mary Ann Hartsel	5107 Tarry St	Gillette	WY	82718
Brent Millam	5200 Raven St	Gillette	WY	82718
Sean Robert Eckenrod	5201 Penny Ln	Gillette	WY	82718
Duane & Christina Aaberg	5201 Raven St	Gillette	WY	82718
Kenneth Lee & Kenda A Ford	911 S Douglas Hwy	Gillette	WY	82716
Dorothy L Ceynar	5202 Raven St	Gillette	WY	82718
Eyck Derek Lane & Amanda H Ten	3919 E 8th St	Cheyenne	WY	82001
Laura Sundstrom	5203 Penny Ln	Gillette	WY	82718
Richard J & Diana Law	5203 Raven St	Gillette	WY	82718

Hanson Rentals LLC	2301 Garnet Ave	Riverton	WY	82501
Thomas J Dietz	5204 Raven St	Gillette	WY	82718
Zachery Matsamas	5204 Tarry St	Gillette	WY	82718
Jeffrey W & Michele J Jons	2305 Birch Ave	Gillette	WY	82718
Calvin R & Patricia K Krohn	5205 Raven St	Gillette	WY	82718
Julia A Ruff	5205 Tarry St	Gillette	WY	82718
Efrain J & Sandra M Gonzalez	5206 Penny Ln	Gillette	WY	82718
Calvin & Patricia & Brett & Tessa K	5205 Raven St	Gillette	WY	82718
Charles III & Amanda Burd	5300 Raven St	Gillette	WY	82718
Corey Iverson	5301 Penny Ln	Gillette	WY	82718
Kyndra Letzring	705 Grant St	Beloit	WI	53511
Ethan S Brown	5301 Tarry St	Gillette	WY	82718
Justin J & Chantelle A Shearer	5302 Penny Ln	Gillette	WY	82718
Robert James & Pennie Lea Day	5302 Raven St	Gillette	WY	82718
Robert P & Caroline E Palmer	5302 Tarry St	Gillette	WY	82718
Arthur & Stacy Hansen	5303 Penny Ln	Gillette	WY	82718
Steven J & Debra L Eberle	5303 Raven St	Gillette	WY	82718
Steve E Ceruti	5303 Tarry St	Gillette	WY	82718
Brooks & Danielle Walker	5305 Raven St	Gillette	WY	82718
Brian C & Cynthia J Witt	5305 Tarry St	Gillette	WY	82718
Martin & Alice Rambo	PO Box 1362	Gillette	WY	82717
Dayton Brett & Stacy Family Rev T	6 Parkside Cir	Gillette	WY	82718
Noel L & Mary P Anderson	5404 Raven St	Gillette	WY	82718
Dayton Brett & Stacy Family Rev T	6 Parkside Cir	Gillette	WY	82718
Bandy Allan & Hayes Nicole Dana	5407 Raven St	Gillette	WY	82718
Jeremy Merdink	5409 Raven St	Gillette	WY	82718
Sandra A Arendsen	5500 Raven St	Gillette	WY	82718
Clint Olesen	5501 Raven St	Gillette	WY	82718
Joseph W & Vicki L Schlautmann	PO Box 2314	Gillette	WY	82717
Trinitie A Jenkins	6300 Tassel Ave	Gillette	WY	82718
Jeffery P & Echo Downey	6301 Tassel Ave	Gillette	WY	82718
Allen Hess	6302 Tassel Ave	Gillette	WY	82718
Joseph D & Heather M Zabel	6303 Tassel Ave	Gillette	WY	82718
Sleepy Hollow Homeowners Assoc	6304 Irving Blvd	Gillette	WY	82718
Allen M Hess	6304 Tassel Ave	Gillette	WY	82718
Robert L & Bonnie Zabel	6305 Tassel Ave	Gillette	WY	82718
Edmond & Bethany Holden	6309 Tassel Ave	Gillette	WY	82718
Wayne A & Linda S Kling	6401 Tassel Ave	Gillette	WY	82718
Gary M & Sue Peters	6406 Tassel Ave	Gillette	WY	82718
Mamie Mae Hertel	6407 Hudson Ave	Gillette	WY	82718
Jeremy M & Marshall Nicole R Oak	5805 Alexis Ct	Gillette	WY	82718

Jacob D Bloom	6407 Tassel Ave	Gillette	WY	82718
Joseph P & Deborah L Forsell	7010 Daredevil Ave	Gillette	WY	82718
William E Jr Burd	6408 Ichabod Ave	Gillette	WY	82718
Ken & Arlene Stulc	6409 Hudson Ave	Gillette	WY	82718
Dallas Remme	6409 Ichabod Ave	Gillette	WY	82718
Seth L Martens	6409 Tassel Ave	Gillette	WY	82718
Todd M & Nancy D Merchen	6410 Hudson Ave	Gillette	WY	82718
Jerry L & Tammy F Rothleutner	6500 Hudson Ave	Gillette	WY	82718
Ronald J Jr Willbanks	6500 Ichabod Ave	Gillette	WY	82718
Darryl F & Roxanne L Jozwik	6501 Hudson Ave	Gillette	WY	82718
Gena M Kraenzel	6501 Ichabod Ave	Gillette	WY	82718
Matthew W & Tammi A Fortuna	6501 Tassel Ave	Gillette	WY	82718
Douglas A & Robin L Evenson	6502 Ichabod Ave	Gillette	WY	82718
Greg L & Jean I Rupp	6503 Hudson Ave	Gillette	WY	82718
Verla C Wick	515 1st St	Rawlins	WY	82301
Brottlund Gregg & Deidra Rev Trust	6504 Hudson Ave	Gillette	WY	82718
Raymond M & Merlina Q Haloman	6504 Ichabod Ave	Gillette	WY	82718
Scott & Samantha S Granat	6505 Hudson Ave	Gillette	WY	82718
Billy Joe Cuchine	6505 Katrina Ct	Gillette	WY	82718
Brian A & Carrie A Patton	6505 Tassel Ave	Gillette	WY	82718
Elysha E & McInerney James A Trust	6506 Hendrich Ct	Gillette	WY	82718
Edward & Maria Wollman	6506 Hudson Ave	Gillette	WY	82718
Gerald R & Cheryl M Williams	6506 Katrina Ct	Gillette	WY	82718
Harry M & Cynthia Averett	6506 Tassel Ave	Gillette	WY	82718
Ramie Lee & Mary Jean Haines	6507 Hendrich Ct	Gillette	WY	82718
Aaron J & Jasmin A Jessen	6507 Katrina Ct	Gillette	WY	82718
Michael R & Deborah L Lucy	6600 Hudson Ave	Gillette	WY	82718
Joseph P & Deborah L Forsell	7010 Daredevil Ave	Gillette	WY	82718
William E Jr Burd	6408 Ichabod Ave	Gillette	WY	82718
Joseph W & Vicki L Schlautmann	PO Box 2314	Gillette	WY	82717
Suchor Investments	PO Box 1689	Gillette	WY	82717
Wolff Ruth Living Trust	PO Box 816	Gillette	WY	82717

The following page(s) contain the backup material for Agenda Item: [9:30 Hunter/Hess Subdivision Final Plat](#)

*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: October 5th, 2021 Meeting

SUBJECT: Hunter / Hess Subdivision Final Plat

Case Number: 21.08 COSP

Summary: The applicant Allen Hess is wanting to sell off approximately .265 acres from his 5.063-acre lot located at 6302 Tassel Avenue to an adjacent neighbor whose .22-acre lot is located at 5201 Penny Lane thereby increasing the size to .485 Acres.

Background: The lots are contiguous, but they are platted in separate subdivisions preventing them from going through the normal Administrative Plat process. (The Administrative process allows staff to simply modify an interior lot line between two parcels in the same subdivision.) To complete the transaction, both lots must be re-platted into one final plat. In this case, the proposed plat is a resubdivision of Lot 1, Block 2 of Hunter Estates, Phase II (6302 Tassel Ave.) and Tract 3, Hunter Estates Phase III (5201 Penny Lane) to be known as the Hunter / Hess Subdivision.

The lots also have different zoning classifications. The 6302 Tassel Avenue property is zoned R-S Residential Suburban, and the 5201 Penny Lane property is zoned R-1 Single Family Residential. Individual parcels must have only one zoning classification. The .265-acre area currently zoned R-S that would be transferred to the Penny Lane property is proposed to be re-zoned to R-1 under Case Number 21.04.COZ to complete the subdivision.

Current Zoning: R-S (Residential Suburban District)

Proposed Zoning: R-1 (Residential Single Family)

Finding of Fact: The proposed subdivision and rezoning does not create additional lots, roads, or easements and meets all minimum zoning and subdivision standards.

Planning Considerations:

There were three items that needed to be addressed at the Planning Commission meeting.

- Public notice: The applicant failed to publish the intent to subdivide as required prior to the Planning Commission meeting; however, the applicant did advertise for the Board of Commissioners meeting held today. (See exhibit ‘A’)
- Missing Title Report: Provided.
- Approval of the Zoning Request.

The Public Notice and Title report items have been satisfied. Zoning approval is pending by the Board of Commissioners.

Exhibits:

Exhibit ‘A’, Notice of Publication and Title Report (Pgs. 3 - 15)
(Note: Affidavit not available at time of writing but staff verified publication)

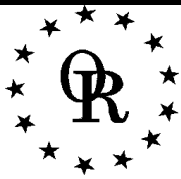
Exhibit ‘B’ Planning Commission Case File 21.08.COSP (Pgs. 16 - 30)

Planning Commission Recommendation: On September 16th, 2021 at their regularly scheduled meeting, the Planning Commission unanimously recommended approval of the Final Subdivision Plat, Case Number 21.08.COSP pending completion of the Planning Considerations.

Staff Recommendation: Staff recommends approval of the Final Subdivision Plat.

NOTICE OF APPLICATION FOR SUBDIVISION PERMIT

NOTICE IS HEREBY GIVEN THAT ALLEN HESS AND SEAN ROBERT ECKENROD, TASSEL AVE., GILLETTE, WYOMING 82718, APPLIED FOR A PERMIT TO SUBDIVIDE LOT 1, BLOCK 2, HUNTER ESTATES, PHASE II AND TRACT 3, HUNTER ESTATES, PHASE III, CAMPBELL COUNTY, WYOMING. A FINAL PLAT WILL BE REVIEWED AT THE CAMPBELL COUNTY COMMISSION MEETING ON OCTOBER 5, 2021 AT 9:00 A.M. IN THE CAMPBELL COUNTY COMMISSION CHAMBERS AT 500 SOUTH GILLETTE AVENUE. THE PLAT CAN BE REVIEWED AT THE CAMPBELL COUNTY DEPARTMENT OF BUILDING AND PLANNING, 500 SOUTH GILLETTE AVENUE, GILLETTE, WYOMING



Guarantee

SG 08014621

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.
990731GI	\$1,000.00	\$200.00	Allen Hess	SG 08014621

1. Name of Assured: Doyle Surveying Inc
2. Date of Guarantee: 07/02/2021 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:

[Allen Hess](#), as to PARCEL I

[Sean Robert Eckenrod](#), as to PARCEL II
5. The land referred to in this Guarantee is situated in the County of Campbell, State of Wyoming and is described as follows:

PARCEL I:

Tract 3 of Hunter Estates, Phase III, Campbell County, Wyoming according to the official plat thereof filed for record 20 May 2010 in [Book 9 of Plats page 285](#) of the records of Campbell County, Wyoming.

and

PARCEL II:

Lot 1, Block 2 Hunter Estates, Phase II, a Resubdivision of Tract A, Hunter Estates, Phase I, and Lot 3, Block 14, Sleepy Hollow Second Phase, Second Filing, Campbell County, Wyoming, according to the official plat recorded March 15, 2007 in [Book 8 of Plats, Page 203](#) of the records of Campbell County, Wyoming.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-I Exceptions/Recorded Documents

File No.	Liability	Fee	Reference	Guarantee No.
990731GI	\$1,000.00	\$200.00	Allen Hess	SG 08014621

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

PARCEL I:

1. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat [Book Number 9 of Plats, Page 285](#), records of Campbell County, Wyoming.
2. Charges, dues and/or assessments for the Hunter Estates Phase III Homeowner's Association.
3. Right of way, including terms and conditions contained therein:
Granted To: Phillips Petroleum Company
For: Pipeline(s) and incidental purposes
Recorded: 26 April 1972
Recording Information: [Book 242 of Photos, page 58](#)
4. Assignment of Pipeline Right-of-Way and Easements appearing of record on 29 December 1977 in [Book 402 of Photos, Page\(s\) 327](#) and Notice of General Description of Area Served by Panhandle Eastern Pipe Line Company Concerning Underground Facilities recorded 10 June 1986 in Book 889 of Photos, page 196.
5. Assignment of Rights of Way granted by GPM Gas Corporation, Phillips Petroleum Company and Phillips Gas Holdings, Inc. unto KN Gas Gathering, Inc., as contained in instrument recorded 23 October 1992 in [Book 1211 of Photos, page 162](#) and Assignment and Conveyance between KN Gas Gathering, Inc. and Kinder Morgan Operating L.P. (A) recorded 13 December 2001 in [Book 1716 of Photos, page 83](#) of the records of Campbell County, Wyoming.
6. Dependent Resurvey of Township 49 North, Range 71 West, of the Sixth Principal Meridian, Wyoming by United States Department of the Interior, Bureau of Land Management, recorded 16 September 1988 as Instrument No. [618494](#).
7. Memorandum of Pennaco Energy, Inc appearing of record on 30 January 2002 in [Book 1728 of Photos, Page\(s\) 635](#).
8. Right of way, including terms and conditions contained therein:
Granted To: James A Reeves, Trustee of the James A Reeves Revocable Trust dated February 5, 1993, et al
For: Perpetual non-exclusive easement
Recorded: 30 September 2004
Recording Information: [Book 2002 of Photos, page 399](#)

9. Drainage Easement appearing of record on 6 February 2007 in [Book 2230 of Photos, Page\(s\) 98](#).
10. Disclosure Statement appearing of record on 20 May 2010 in [Book 2539 of Photos, Page\(s\) 209](#).
11. Covenants, Conditions and Restrictions plus amendment recorded 20 May 2010 in [Book 2539 of Photos, page 213](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
12. 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).
13. Mortgage dated 21 October 2019, to secure an original indebtedness of \$289,500.00, and any other amounts and/or obligations secured thereby.
Recorded: 25 October 2019, in [Book 3235 of Photos, page 34](#)
Mortgagor: [Allen Hess](#), a married man
Mortgagee: "MERS" and Bay Equity LLC

PARCEL II

14. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat [Book Number 8 of Plats, Page 203](#), records of Campbell County, Wyoming.
15. Charges, dues and/or assessments for the Sleepy Hollow Homeowner's Association.
16. Right of way, including terms and conditions contained therein:
Granted To: Phillips Petroleum Company
For: Pipeline(s) and incidental purposes
Recorded: 26 April 1972
Recording Information: [Book 242 of Photos, page 58](#)
17. Assignment of Pipeline Rights of Way and Easements appearing of record on 29 December 1977 in [Book 402 of Photos, Page\(s\) 327](#) and Notice of General Description of Area Served by Panhandle Eastern Pipeline Company recorded 10 June 1986 in [Book 889 of Photos, page 196](#).
18. Dependent Resurvey of Township 49 North, Range 71 West, of the Sixth Principal Meridian, Wyoming by United States Department of the Interior, Bureau of Land Management, recorded 16 September 1988 as Instrument No. [618494](#).
19. Memorandum by Pennaco Energy, Inc appearing of record on 30 January 2002 in [Book 1728 of Photos, Page\(s\) 635](#).
20. Notes as contained on the official plat appearing of record on 22 December 2006 in [Book 8 of Plats, Page\(s\) 185](#).
21. Annexation Agreement and Petition Non-Contiguous Property appearing of record on 17 June 2005 in [Book 2065 of Photos, Page\(s\) 503](#).
22. Disclosure Statement for Lot 1 and Tract A of Hunter Estates Phase I recorded 22 December 2006 in [Book 2218 of Photos, page 337](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

23. Covenants, Conditions and Restrictions plus amendment recorded 22 December 2006 in [Book 2218 of Photos, page 328](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
24. Disclosure Statement for Hunter Estates Phase II recorded 15 March 2007 in [Book 2242 of Photos, page 125](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
25. Covenants, Conditions and Restrictions plus amendment recorded 15 March 2007 in [Book 2242 of Photos, page 129](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
26. General Rules and Regulations, Water Service appearing of record on 12 December 2016 in [Book 3059 of Photos, Page\(s\) 235](#).
27. 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).
28. Mortgage dated 3 December 2018, to secure an original indebtedness of \$238,925.00, and any other amounts and/or obligations secured thereby.
Recorded: 4 December 2018, in [Book 3178 of Photos, page 600](#)
Mortgagor: [Sean Robert Eckenrod](#), married man
Mortgagee: First National Bank of Gillette



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-II Informational Notes

File No.	Liability	Fee	Reference	Guarantee No.
990731GI	\$1,000.00	\$200.00	Allen Hess	SG 08014621

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 #	2020 1st Half Tax Status	2020 2nd Half Tax Status
10056894 / Hess	In the Amount of \$868.98 are Paid	In the Amount of \$868.98 are Paid
10048305 / Eckenrod	In the Amount of \$1189.54 are Paid	In the Amount of \$1189.54 are Paid

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 <i>no longer</i> 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				

ENCLOSURE 3

21.08.COSP

**HUNTER/HESS SUBDIVISION
FINAL PLAT**

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



Hunter/Hess Major Subdivision Final Plat

September 9, 2021

Planning Commission Meeting
September 16th, 2021

Board of Commissioners Meeting

Applicant: Allen Hess

Case Number: 21.08.COSP

Agent: Richard Doyle, Doyle Land Surveying

Summary: The applicant originally applied for an Administrative Plat under Case Number 21.07.COSP back in July of this year. That submittal was intended to simply alter the location of an interior lot line between two lots. This would have enlarged the proposed Lot 2 from its current size of .22 acres to .485 acres by decreasing the size of the proposed Lot 1 area by .265 acres.

After review, it was discovered that the two contiguous lots are in separate subdivisions and both have different zoning classifications. Because the two lots involved are in separate subdivisions disqualifies the proposal from being processed as an Administrative Plat. The submittal was denied on July 30th, 2021.

The current submittal is now classified as a Major Subdivision and is being processed as a Final Plat of a Resubdivision of two lots from separate subdivisions. This is the only way that the adjustments to both lots in separate subdivisions could be appropriately administered under current Chapter 6 Subdivision Regulations. Approval of the Final Plat is contingent upon approval of rezoning a portion of the lot proposed to be enlarged.

Legal Descriptions:

Lot 1, Block 2 of Hunter Estates Phase II (6302 Tassel Ave.)
Tract 3 Hunter Estates Phase III (5201 Penny Lane.)

Location: The proposed subdivision is located at the end of Tassel Avenue in the Sleepy Hollow development off Union Chapel Road.

Current Zoning:

Lot 1, Block 2 of Hunter Estates Phase II (5201 Penny Lane.) R-1
Tract 3 Hunter Estates Phase III (6302 Tassel Ave.) R-S

Proposed Zoning (Case No. 21.04.COZ):

R-1 for the .265-acre area currently zoned R-S to be added to Lot 1, Block 2 of Hunter Estates Phase II (5201 Penny Lane.)

Existing Land Use: Developed residential subdivision lots.

Adjacent Land Use: North: Residential (R-S)
South: Residential (R-1)
East: Residential (R-1)
West: Residential (R-S)

Exhibits:

- Application and Subdivision Plat
- Neighbor Letter and Recipient List
- Utility Notification
- Fire Department Comments

Findings of Fact:

Chapter 6 Subdivision Regulations, Section 6.10 Major Subdivisions.

This re-subdivision is being proposed within previously established subdivisions and is not creating new lots, increasing density, and does not involve new roads, etc. The normal submittal documents such as drainage reports, soils reports, etc. for a Major Subdivision are already on file. Staff did not receive any feedback from the utilities that were notified.

There are only two items that still must be addressed to complete the application. See Planning Considerations below.

Planning Considerations:

1. Provide Affidavit of Publication—The applicant did not publish the intent to subdivide as required for Major Subdivisions. After review, it is acceptable to publish the public hearing notice for the Board of Commissioners meeting.
 2. Missing Title Report.
 3. Approve rezoning request Case No. 21.04.COZ.
-

Staff Recommendation:

Staff recommends approval of the Hunter / Hess Subdivision Final Plat contingent upon approval of Case No. 21.04.COZ rezoning the .265-acre portion from the proposed Lot 1 currently zoned R-S to R-1 that will be added to the proposed Lot 2 of the Hunter / Hess Subdivision and completion of all Planning Considerations.

Planning Commission Recommendation:**Board of Commissioners' Decision:**

CAMPBELL COUNTY PLANNING COMMISSION
SUBDIVISION APPLICATION

(FOR OFFICE USE ONLY)

CASE NAME/NO. 21.02 Comp Hess Minor Plat
 DATE RECEIVED: 8-12-21 FEE/AMOUNT PAID: _____

INFORMATION REGARDING SUBDIVISION REQUIRED FOR REVIEW:

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

Applicant Information

Name of Applicant: <u>Allen Hess</u>	
Applicant Phone Number: <u>307.299-8877</u>	Applicant Fax Number: _____
Applicant Mailing Address: <u>6302 Tassel Ave., Gillette WY 82718</u>	
Applicant Email Address: <u>lorihess2019@gmail.com</u>	
Relationship of Applicant to Property:	☒ Owner ☐ Tenant ☐ Lessee ☐ Other

Agent Information

Name of Authorized Agent (if applicable): <u>Doyle Surveying Inc.</u>	
Agent Phone Number: <u>307.686.2410</u>	Agent Fax Number: <u>307.685.2054</u>
Agent Mailing Address: <u>801 E 4th St., Ste 15, Gillette, WY 82716</u>	
Agent Email: <u>dls@vcn.com</u>	

Type of Subdivision Proposed

Subdivision Name: <u>Hunter Hess Subdivision</u>	
Type of Subdivision: <u>Residential</u>	☐ Administrative ☒ Minor Plat ☐ Major Preliminary ☐ Major Subdivision Plat

Property and Use Information

Legal Description: <u>Lot 1, Block 2, Hunter Estates II and Tract 3, Hunter Estates, III</u>	
Total Acreage of Subdivision: <u>5.283</u>	Acreage of Dedicated ROW: <u>No.</u>
Number of Lots: <u>2</u>	Average Lot Size: <u>2.6</u>
Legal Description(s): <u>Lot 1 and Lot 2, Hunter - Hess Subdivision.</u>	

Infrastructure Information

What will be your source of domestic water? <u>Lot 2 Sleepy Hollow, Lot 1, Sleepy Hollow.</u>		
Type of System: ☐ Public ☐ Shared Well(s) ☒ Community ☐ No Water Provided		Well Permit Number (If Applicable):
What will be your wastewater disposal method?: <u>Lot 1</u> ☒ On Lot Septic <u>Lot 2</u> ☒ Centralized Sewage		
The applicant requests to receive correspondence from the Planning Department regarding any submittals received or changes made regarding this application? ☒ YES ☐ NO		

Digital Plat Copy

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

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



Applicant

AGENT,

8/12/21

Date

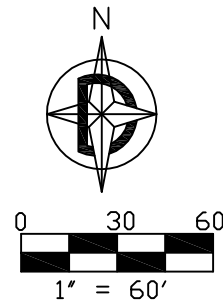
DECLARATION VACATING PREVIOUS PLATTING

THIS PLAT IS THE RESUBDIVISION OF TRACT 3, HUNTER ESTATES, PHASE III AS RECORDED IN BOOK 9 OF PLATS, PAGE 285 AND LOT 1, BLOCK 2, HUNTER ESTATES, PHASE II AS RECORDED IN BOOK 8 OF PLATS, PHASE 203 OF THE RECORDS OF CAMPBELL COUNTY ALL EARLIER PLAT OR PORTIONS THEREOF, ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

FINAL PLAT
A RESUBDIVISION
LOT 1, BLOCK 2, HUNTER ESTATES, PHASE II
AND
TRACT 3, HUNTER ESTATES, PHASE III
CAMPBELL COUNTY, WYOMING

SURVEYOR'S CERTIFICATE

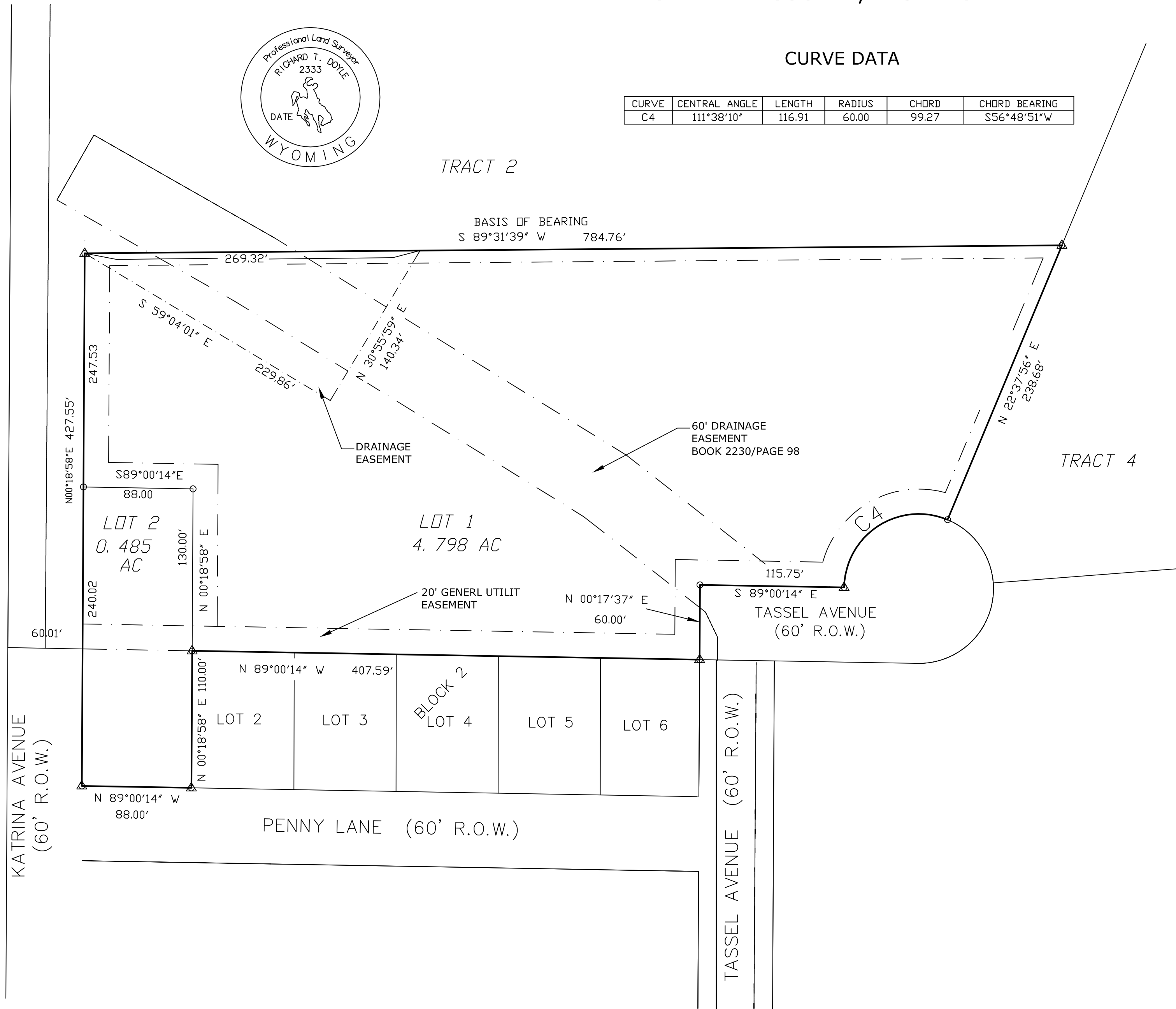
I, Richard T. Doyle, of Gillette, Wyoming, hereby certify that this plat was made from notes taken during an actual survey performed under my direction during the months of June and July, 2021, and that said survey is accurately represented on this plat and is set out on the ground shown hereon.



TO BE KNOWN AS
HUNTER / HESS SUBDIVISION
CAMPBELL COUNTY, WYOMING

CURVE DATA

CURVE	CENTRAL ANGLE	LENGTH	RADIUS	CHORD	CHORD BEARING
C4	111°38'10"	116.91	60.00	99.27	S56°48'51"W



LEGEND

- △ FOUND REBAR WITH ALUMINUM CAP
- SET 24" LONG 5/8" STEEL REBAR WITH ALUMINUM SURVEY CAP MARKED "DLS 2333"

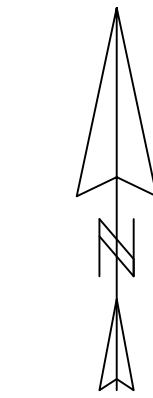
BASIS OF BEARING:
PREVIOUS PLATTING AND FOUND MONUMENTS
NORTH BOUNDARY LOT 1 AS SHOWN

SUMMARY

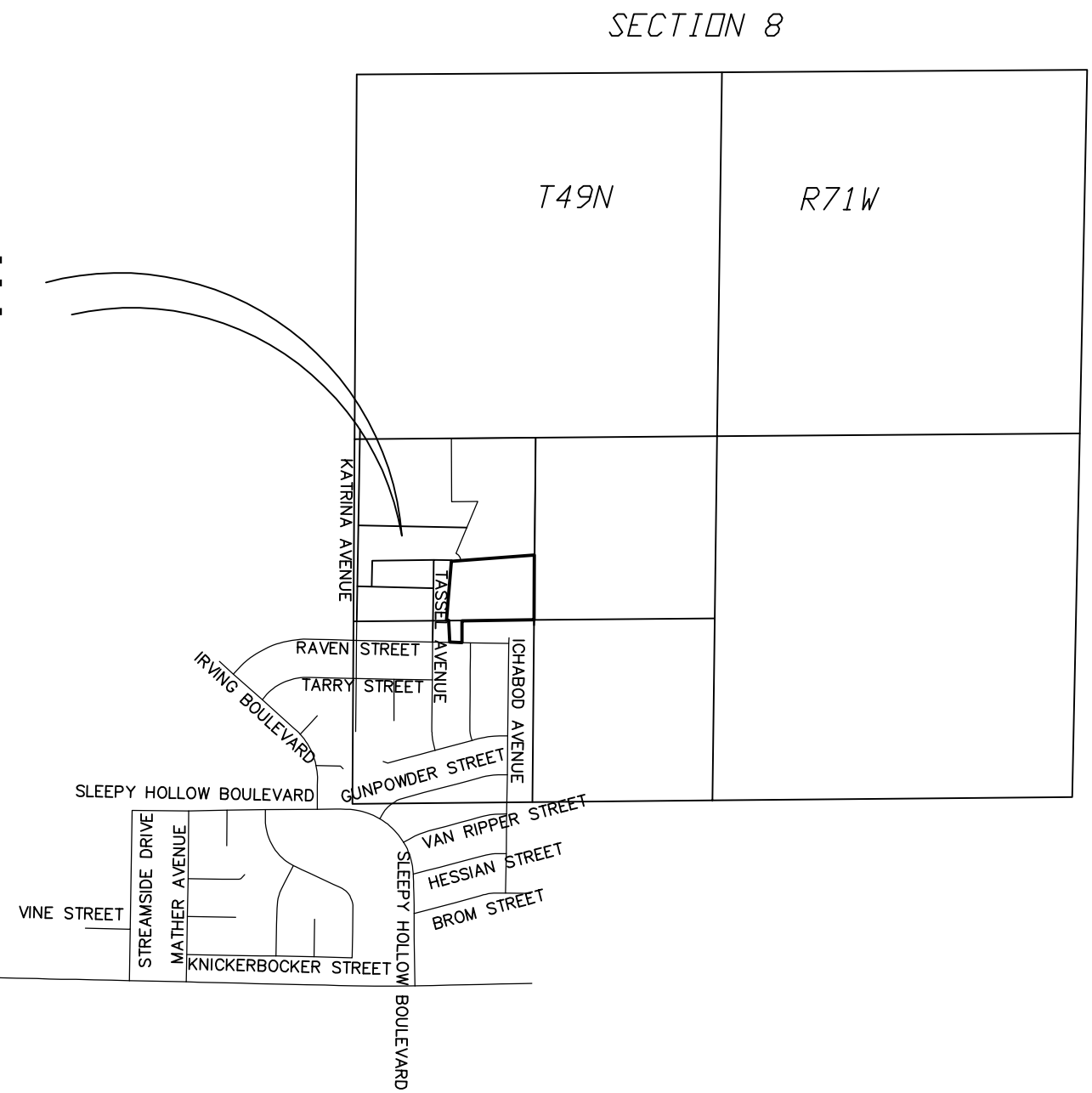
TOTAL LOTS: 2
TOTAL AREA: 5.283 ACRES
R.O.W. AREA: N/A

NO PROPOSED PUBLIC MAINTENANCE OF STREETS OR ROADS
LOT 2: NO PROPOSED CENTRALIZED SEWER SYSTEM
LOT 1: SERVED BY SLEEPY HOLLOW SEWER SYSTEM
THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE

PROJECT SITE



UNION CHAPEL ROAD
TO HIGHWAY 59
2.8 MILES TO GILLETTE



VICINITY MAP

N.T.S.

DEDICATION

The above and foregoing subdivision of a tract of land being HUNTER/HESS SUBDDIVISION being more particularly described as follows:

Lot 1, Block 2, Hunter Estates, Phase II, as filed in Book 8 of Plats, Page 203 and Tract 3, Hunter Estates, Phase III, as filled in Book 9 of Plats, Page 285 of the records of Campbell County, Wyoming.

and contains 5.283 acres, more or less, and as appears on this plat, is made with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and that this is a correct plat of the area as it is divided in lots, blocks, streets and easements, and

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

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

Owners:

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

Allen Hess Sean Robert Eckenrod

STATE OF WYOMING)
-----)ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, A.D., by Allen Hess, as a free and voluntary act and deed.

Witness my hand and official seal.

Notary Public

My Commission Expires _____

STATE OF WYOMING)
-----)ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, A.D., by Sean Robert Eckenrod, as a free and voluntary act and deed.

Witness my hand and official seal.

Notary Public

My Commission Expires _____

APPROVALS

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

Chairman of the Board

Member

Member

Member

Attest:

Member

Clerk of the Board

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

Attest:

Chairman of the Planning Commission

Clerk of the Planning Commission

I hereby certify that the above plat was filed for record in my office at _____ o'clock ____M., _____, 20____, and recorded in plat book number _____, page number _____.

County Clerk

FINAL PLAT

HUNTER/HESS SUBDIVISION
CAMPBELL COUNTY, WY

Prepared for:
ALLEN HESS
6302 TASSEL AVE
GILLETTE, WY 82718

Prepared by:
DOYLE LAND SURVEYING
405 W. Boxelder Road, Ste.C-8
Gillette, WY 82718
PH: (307)686-2410

Date of Preparation: JULY, 2021

SHT 1 OF 1

REVISED: 9-7-21
REVISED: 8-5-21

DEPARTMENT OF PUBLIC WORKS

Building & Planning Division

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

8/30/2021

RE: Hess Minor Plat
Legal Description: 49N 71W

Dear Neighboring Landowner:

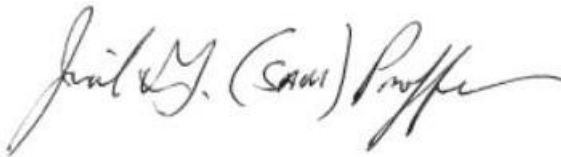
I would like to inform you of a proposed Minor Subdivision Final Plat request in your area. If you should have any concerns or comments, you are invited to attend the following public hearing:

The County Planning Commission will review the Minor Subdivision Final Plat request at their meeting on Thursday, September 16th, 2021 at 7 p.m. in the Commissioners' Chambers of the Courthouse, 500 South Gillette Avenue, Gillette, Wyoming.

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

If you are unable to attend the meeting and have any comments regarding this proposal, you may send a signed letter or fax to this office and it will be forwarded to the Commissioners on your behalf. Copies of project documents are enclosed for your review. Please do not hesitate to contact us at 685-8061 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: Proposed Zoning Map, Site Plan, Aerial Lot Map



▼ 6302 TASSEL AVE X Q



Name	Mailing Address	Mailing City	Mailing St	Mailing Zip
Michael A & Tammy S Starrett	7961 Grouse Ave	Gillette	WY	82718
Rhys & Williams Sarah Crawford	6807 Greensburgh A	Gillette	WY	82718
Campbell County School District A	PO Box 3033	Gillette	WY	82717
Commercial Solutions LLC	PO Box 1893	Gillette	WY	82717
Gary Otto	19 Thomas Paine Rd	Gillette	WY	82718
Mikaela Y Bloom	4361 S Rim Ct	Gilbert	AZ	85297
Dominick Villarreal	5004 Raven St	Gillette	WY	82718
Michael T & Shirlee J Radike	5005 Raven St	Gillette	WY	82718
Micheal & Michelle Medina	5005 Tarry St	Gillette	WY	82718
Joshua & Cynthia Fillinger	5006 Raven St	Gillette	WY	82718
Mitchell F & Dixie A Skogen	5006 Tarry St	Gillette	WY	82718
Matthew & Ortega Alishia Marie H	5007 Raven St	Gillette	WY	82718
Fichter Michael Steven & Diane Liv	5007 Tarry St	Gillette	WY	82718
Peter D & Judith A Oliveri	5008 Raven St	Gillette	WY	82718
Robert A Meigs	5009 Raven St	Gillette	WY	82718
Wayne F Franzen	5100 Raven St	Gillette	WY	82718
Timothy J & Pamela M Brandt	5100 Tarry St	Gillette	WY	82718
Joy Lynn Beattie	5101 Raven St	Gillette	WY	82718
Bernard Karl & Betty Lou Johnson	5101 Tarry St	Gillette	WY	82718
Steve & Teresa Wilcox	5102 Raven St	Gillette	WY	82718
Seth N Morris	5102 Tarry St	Gillette	WY	82718
Lester R Sanderson	5103 Raven St	Gillette	WY	82718
Joshua C & Elizabeth M Chambers	5103 Tarry St	Gillette	WY	82718
Tyler & Tonya K Carlson	5104 Raven St	Gillette	WY	82718
Catherine L Wolf	5104 Tarry St	Gillette	WY	82718
Gilbert E & Jannette L Vanpatten	4171 Squaw Creek R	Casper	WY	82604
Roger L Snow	5105 Tarry St	Gillette	WY	82718
Joshua & Lutz Ashley Enright	5105 Zee Ct	Gillette	WY	82718
Tracy L Kaness	5106 Raven St	Gillette	WY	82718
Brett Law	5106 Tarry St	Gillette	WY	82718
Freeman Enterprises LLC	2807 Silver Ave	Gillette	WY	82716
Wayne A & Kathy M Dey	5107 Raven St	Gillette	WY	82718
Danny L & Mary Ann Hartsel	5107 Tarry St	Gillette	WY	82718
Brent Millam	5200 Raven St	Gillette	WY	82718
Sean Robert Eckenrod	5201 Penny Ln	Gillette	WY	82718
Duane & Christina Aaberg	5201 Raven St	Gillette	WY	82718
Kenneth Lee & Kenda A Ford	911 S Douglas Hwy	Gillette	WY	82716
Dorothy L Ceynar	5202 Raven St	Gillette	WY	82718
Eyck Derek Lane & Amanda H Ten	3919 E 8th St	Cheyenne	WY	82001
Laura Sundstrom	5203 Penny Ln	Gillette	WY	82718
Richard J & Diana Law	5203 Raven St	Gillette	WY	82718

Hanson Rentals LLC	2301 Garnet Ave	Riverton	WY	82501
Thomas J Dietz	5204 Raven St	Gillette	WY	82718
Zachery Matsamas	5204 Tarry St	Gillette	WY	82718
Jeffrey W & Michele J Jons	2305 Birch Ave	Gillette	WY	82718
Calvin R & Patricia K Krohn	5205 Raven St	Gillette	WY	82718
Julia A Ruff	5205 Tarry St	Gillette	WY	82718
Efrain J & Sandra M Gonzalez	5206 Penny Ln	Gillette	WY	82718
Calvin & Patricia & Brett & Tessa K	5205 Raven St	Gillette	WY	82718
Charles III & Amanda Burd	5300 Raven St	Gillette	WY	82718
Corey Iverson	5301 Penny Ln	Gillette	WY	82718
Kyndra Letzring	705 Grant St	Beloit	WI	53511
Ethan S Brown	5301 Tarry St	Gillette	WY	82718
Justin J & Chantelle A Shearer	5302 Penny Ln	Gillette	WY	82718
Robert James & Pennie Lea Day	5302 Raven St	Gillette	WY	82718
Robert P & Caroline E Palmer	5302 Tarry St	Gillette	WY	82718
Arthur & Stacy Hansen	5303 Penny Ln	Gillette	WY	82718
Steven J & Debra L Eberle	5303 Raven St	Gillette	WY	82718
Steve E Ceruti	5303 Tarry St	Gillette	WY	82718
Brooks & Danielle Walker	5305 Raven St	Gillette	WY	82718
Brian C & Cynthia J Witt	5305 Tarry St	Gillette	WY	82718
Martin & Alice Rambo	PO Box 1362	Gillette	WY	82717
Dayton Brett & Stacy Family Rev T	6 Parkside Cir	Gillette	WY	82718
Noel L & Mary P Anderson	5404 Raven St	Gillette	WY	82718
Dayton Brett & Stacy Family Rev T	6 Parkside Cir	Gillette	WY	82718
Bandy Allan & Hayes Nicole Dana	5407 Raven St	Gillette	WY	82718
Jeremy Merdink	5409 Raven St	Gillette	WY	82718
Sandra A Arendsen	5500 Raven St	Gillette	WY	82718
Clint Olesen	5501 Raven St	Gillette	WY	82718
Joseph W & Vicki L Schlautmann	PO Box 2314	Gillette	WY	82717
Trinitie A Jenkins	6300 Tassel Ave	Gillette	WY	82718
Jeffery P & Echo Downey	6301 Tassel Ave	Gillette	WY	82718
Allen Hess	6302 Tassel Ave	Gillette	WY	82718
Joseph D & Heather M Zabel	6303 Tassel Ave	Gillette	WY	82718
Sleepy Hollow Homeowners Assoc	6304 Irving Blvd	Gillette	WY	82718
Allen M Hess	6304 Tassel Ave	Gillette	WY	82718
Robert L & Bonnie Zabel	6305 Tassel Ave	Gillette	WY	82718
Edmond & Bethany Holden	6309 Tassel Ave	Gillette	WY	82718
Wayne A & Linda S Kling	6401 Tassel Ave	Gillette	WY	82718
Gary M & Sue Peters	6406 Tassel Ave	Gillette	WY	82718
Mamie Mae Hertel	6407 Hudson Ave	Gillette	WY	82718
Jeremy M & Marshall Nicole R Oak	5805 Alexis Ct	Gillette	WY	82718

Jacob D Bloom	6407 Tassel Ave	Gillette	WY	82718
Joseph P & Deborah L Forsell	7010 Daredevil Ave	Gillette	WY	82718
William E Jr Burd	6408 Ichabod Ave	Gillette	WY	82718
Ken & Arlene Stulc	6409 Hudson Ave	Gillette	WY	82718
Dallas Remme	6409 Ichabod Ave	Gillette	WY	82718
Seth L Martens	6409 Tassel Ave	Gillette	WY	82718
Todd M & Nancy D Merchen	6410 Hudson Ave	Gillette	WY	82718
Jerry L & Tammy F Rothleutner	6500 Hudson Ave	Gillette	WY	82718
Ronald J Jr Willbanks	6500 Ichabod Ave	Gillette	WY	82718
Darryl F & Roxanne L Jozwik	6501 Hudson Ave	Gillette	WY	82718
Gena M Kraenzel	6501 Ichabod Ave	Gillette	WY	82718
Matthew W & Tammi A Fortuna	6501 Tassel Ave	Gillette	WY	82718
Douglas A & Robin L Evenson	6502 Ichabod Ave	Gillette	WY	82718
Greg L & Jean I Rupp	6503 Hudson Ave	Gillette	WY	82718
Verla C Wick	515 1st St	Rawlins	WY	82301
Brottlund Gregg & Deidra Rev Trust	6504 Hudson Ave	Gillette	WY	82718
Raymond M & Merlina Q Haloman	6504 Ichabod Ave	Gillette	WY	82718
Scott & Samantha S Granat	6505 Hudson Ave	Gillette	WY	82718
Billy Joe Cuchine	6505 Katrina Ct	Gillette	WY	82718
Brian A & Carrie A Patton	6505 Tassel Ave	Gillette	WY	82718
Elysha E & McInerney James A Trust	6506 Hendrich Ct	Gillette	WY	82718
Edward & Maria Wollman	6506 Hudson Ave	Gillette	WY	82718
Gerald R & Cheryl M Williams	6506 Katrina Ct	Gillette	WY	82718
Harry M & Cynthia Averett	6506 Tassel Ave	Gillette	WY	82718
Ramie Lee & Mary Jean Haines	6507 Hendrich Ct	Gillette	WY	82718
Aaron J & Jasmin A Jessen	6507 Katrina Ct	Gillette	WY	82718
Michael R & Deborah L Lucy	6600 Hudson Ave	Gillette	WY	82718
Joseph P & Deborah L Forsell	7010 Daredevil Ave	Gillette	WY	82718
William E Jr Burd	6408 Ichabod Ave	Gillette	WY	82718
Joseph W & Vicki L Schlautmann	PO Box 2314	Gillette	WY	82717
Suchor Investments	PO Box 1689	Gillette	WY	82717
Wolff Ruth Living Trust	PO Box 816	Gillette	WY	82717

Sam G. Proffer

From: Sam G. Proffer
Sent: Wednesday, August 25, 2021 11:53 AM
To: Alicia M. Gilliland; ann.m.wagner1@usps.gov; Anthony L. Knievel; Bob Salverson; CCCD; Charity Stewart; Chris Beltz; Clark M. Melinkovich; Damon Cain; Eric Acton; Jacquelyn K. Casey; Keith Chrans (kchrans@ccsd.k12.wy.us); Kevin F. Geis; LeeAnn Alcaraz; Linda Grose; Matt Morris; Michelle Edwards; Paul Miller; Preston Farnsworth; Richard Deaton; Roy Gross; Scott Wilson; Shelby Allen; tvolk@ccsd.k12.wy.us; Tyke Hart
Cc: Matthew D. Olsen
Subject: Hunter Hess Subdivision / Replat-Final Plat
Attachments: Hunter Hess Subdivision (1).pdf

Good morning everyone:

My name is Sam Proffer. Recently our offices have had some staff changes—previously you would have received email notifications requesting comments on proposed subdivisions, etc., from Ms. Megan Nelms.

Megan has since moved on and I have been tasked with taking over her position.

Please see the attached proposed final plat submitted to our office. I would ask that you provide any comments back to our office no later than September 3rd.

If you do not want to receive notification of new or amended subdivision proposals, please let me know and I will remove you from our list.

Please feel free to call or email if you have questions or comments.

I look forward to working with you all.

Thanks everyone,
Sam

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



Campbell County Fire Department

Jeff Bender
Fire Chief

J.R. Fox
Deputy Fire Chief

Eric Acton
Fire Marshal

Plan Review

Date: August 31, 2021
Location: Hunter/Hess Subdivision
(Resubdivision of Lot 1, Block 2, Hunter Estates, Phase II and Tract 3, Hunter Estates, Phase III)
Project: Proposed subdivision

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

Premises identification

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

Access

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

Fire apparatus access roads:

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

Water supply

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

Please feel free to contact me with any questions.

Eric Acton
Fire Marshal
Cc: CCDPW. File

The following page(s) contain the backup material for Agenda Item: [9:35 County Fleet Vehicle Bids FY2021-22](#)

*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 *AL*

RE: FY 2021/22 Vehicle Bid Recommendations

Date: September 28, 2021

This year Campbell County sent out for bid requests for 4 County vehicles, and 4 S.O. vehicles. On August 31st, 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 all our local vendors and emailed bids to all vendors that participated last year.

Unfortunately, I received only 6 sealed bids on September 22nd from 1 vendor. I received phone calls from 2 local vendors stating, they would not be turning bids in as the manufacturers are currently not producing fleet vehicles. If we were to dismiss our government discount, they would manufacture fleet vehicles. I also have one vehicle below that I did not receive a bid for. I would like to ask to try and find an existing vehicle on the ground that fits the specs. I am also not recommending any of the County vehicle bids, as every one of them is over budget. I am asking departments to forgo their vehicle requests this year and resubmit for next year's budget.

Below are all the bids received with a * next to my recommendations. Prices listed below are per unit.

White's Energy Motors (Gillette)

2022 Dodge Durango Pursuit AWD x2

	<u>\$ 38,635.00 *</u>
Budget	\$ 55,000.00

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

White's Energy Motors (Gillette)

2022 Ram 1500 SSV Crew cab 4x4		<u>\$ 34,487.00 *</u>
	Budget	\$ 55,000.00
2022 Dodge Durango SXT AWD		<u>\$ 32,203.00</u>
	Budget	\$ 32,000.00
2022 Ram 1500 Tradesman Crew Cab 4x4		<u>\$ 38,702.00</u>
	Budget	\$ 37,000.00
2022 Ram 2500 Tradesman Crew Cab Long Box 4x4		<u>\$ 40,590.00</u>
	Budget	\$ 38,000.00
2022 Ram 2500 Tradesman Crew Cab Short Box 4x4		<u>\$ 40,590.00</u>
	Budget	\$ 38,000.00

The following page(s) contain the backup material for Agenda Item: [9:40 Annex Building Lease 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.

COVID-19 Testing Agreement

WHEREAS, Campbell County (the "Partner") wishes to launch a COVID-19 testing program within the Campbell County, Wyoming area that is generally available to the public; and

WHEREAS, Gothams LLC ("Vendor"), through its **partner** Curative Inc. ("Curative"), will conduct a walk-up operation for COVID testing, utilizing Partner's property (the "Operation"); and

WHEREAS, Partner has agreed to allow testing to take place at its property and give access to Vendor for the duration of the Agreement; and

WHEREAS, Vendor and Partner (together, the "Parties") wish to collaborate on such COVID testing;

Subject to the terms and conditions below, Partner, at no charge of rent to Vendor, shall provide premises (as defined below) that supports Vendor Operation(s), and Vendor shall conduct such Operation at no charge to Partner on the following days: beginning on October 4, 2021 through December 31, 2021, unless earlier terminated by either Party, and with an option to extend the end date at the sole discretion of Partner. The Operation will be conduct from Monday through Friday from approximately 7:30 am to 4:00pm daily. This is subject to change at the reasonable discretion of Vendor and only after consultation with Partner.

1. Vendor shall comply with all Partner property and facility rules and regulations.
2. Vendor shall be considered an independent contractor and neither Vendor, nor its workers or consultants, shall, under any circumstances, be considered employees of Partner.
3. Partner shall not be liable for any damage caused by acts of nature; (i.e., power failure, earthquake, flood, fire, explosion, theft, and vandalism to persons or properties in the space used by Vendor).
4. Vendor agrees that all personal property upon the premises shall be at the risk of Vendor, and that Partner shall not be liable for any damages, losses or theft thereof.
5. Vendor shall cause Curative to furnish all labor, services, materials, supplies, and equipment necessary to maintain the operation during the hours defined above.

6. Vendor shall secure and keep a general commercial insurance policy covering personal injury and property damage in the amount of not less than \$1 million per occurrence, \$2 million aggregate. Vendor shall also secure and maintain workers' compensation insurance if Vendor has employees as required by State law.

7. Vendor shall only operate in the approved Operation location within the area specified by Partner. The specified location is 505 South Gillette Avenue, Gillette, WY 82716; more specifically, the north side of the first floor of the building located at this address. This shall be referred to as the "Leaded Premises."

8. All requests for use of these facilities and/or additional installations of utilities or any special needs must be made in writing to Partner, listing specific needs.

9. Vendor or Curative may advertise and publicize the Operation. Vendor must consult with Partner regarding any advertisement or public commentary regarding the Operation prior to publicizing.

10. Operation and all intellectual property associated with such shall remain Vendor's sole and exclusive property.

11. Upon the expiration or termination of this Agreement, Vendor shall remove all goods, belongings, and fixtures belonging to the Vendor, and shall leave the Partner-provided area, in the condition in which it was received, reasonable wear and tear excepted. Either Party may terminate this Agreement by providing written notice to the other.

12. Notices: Except as otherwise expressly provided in this Agreement, all notices hereunder shall be in writing, personally delivered, sent by certified mail, return receipt requested, or confirmed email, addressed to the other Party as follows:

If to Gothams:

If to Campbell County

Chief Financial Officer

215 Bella Riva Drive

Austin, TX 78734

jeff@gothams.com

COMPLIANCE WITH LAWS

1. Vendor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Vendor shall bear any cost that arises out of alleged violations of these or other local, state or federal laws or Vendor or Partner policies.

2. Vendor shall indemnify, defend, and hold harmless Partner from and against all liability, liens, damages, claims demands, expenses, fees, costs, fines, penalties,

suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with Vendor's use, occupancy, management or control of the Lease Premises or Vendor's operations, conduct or activities, including, without limitation, any damage or injury to any person or property. The indemnification provided by this Section shall include Partner's reasonable legal costs and attorney's fees, litigation expenses and settlement expenses in connection with any such claim, action or proceeding. Vendor does hereby release Partner from all liability for any accident, damage or injury caused to person or property on or about the Leased Premises, unless due to gross negligence or willful misconduct on the part of Partner, it's agents and employees. This provision shall survive termination of this Agreement.

3. 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. Partner 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.

PARTNER:

Name and Title:

Signature:

Date:

Gothams LLC:

Name and Title:

Signature:

Date:

The following page(s) contain the backup material for Agenda Item: [9:45 Resolution for Special Prosecution](#)

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

Resolution # _____
RESOLUTION FOR SPECIAL PROSECUTION

WHEREAS, the Campbell County and Prosecuting Attorney has entered into an agreement with Michael Stulken, Weston County Attorney, in and for Weston County, Wyoming, or other designee of the Weston County Attorney's Office, to represent Campbell County and to make, in their sole discretion, a proper disposition of all potential criminal matters involving the Campbell County Library, which the Campbell County Attorney's Office has a conflict of interest;

WHEREAS, Michael Stulken or other designee of the Weston County Attorney's Office will provide their services free of charge to Campbell County, however the Campbell County Attorney's Office shall reimburse for all costs and expenses.

WHEREAS, Wyoming Statute §18-3-302 authorizes said action and it benefits Campbell County.

THEREFORE, be it resolved that Michael Stulken or other designee of the Weston County Attorney's Office be authorized to act as a Special Deputy County Attorney to make proper disposition of all potential criminal matters involving the Campbell County Library, as set forth above on behalf of Campbell County, Wyoming

DATED this _____ day of _____, 20____.

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

Bob Maul, Chairman

Rusty Bell, Commissioner

Colleen Faber, Commissioner

Del Shelstad, Commissioner

DG Reardon, Commissioner

ATTEST: _____
Susan Saunders, Campbell County Clerk

STATE OF WYOMING

COUNTY OF CAMPBELL

**APPOINTMENT OF SPECIAL DEPUTY
CAMPBELL COUNTY AND PROSECUTING ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENT:

That I, Mitchell H. Damsky, County and Prosecuting Attorney in and for Campbell County, State of Wyoming, pursuant to the authority granted me by the Board of Commissioners of Campbell County by Resolution No.____, dated the ____ day of _____, 2021, does hereby appoint Michael Stulken, Weston County Attorney or other designee of the Weston County Attorney's Office as Special Deputy County Attorney, in and for Campbell County, Wyoming, to proceed to make, in their sole discretion, a proper disposition of all potential criminal matters involving the Campbell County Library, which occurred in Campbell County, Wyoming.

It is understood that said Special Deputy County Attorney shall not receive any fee for the services performed pursuant to this appointment; however, said Special Deputy County Attorney shall be reimbursed for all costs and expenses such Special Deputy County Attorney may incur in the course of performing such services.

DATED this _____ day of _____, 2021.

MITCHELL H. DAMSKY – WSB No. 6-2737
County and Prosecuting Attorney
in and for Campbell County, Wyoming
500 South Gillette Avenue, Suite B200
Gillette, Wyoming 82716
Phone: (307) 682-4310 Fax: (307) 687-6441

The following page(s) contain the backup material for Agenda Item: [9:50 Findings of Fact, Conclusions of Law and Final Order – Fort Union Gas Gatherings, LLC](#)

*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.

**DOCKET Nos. 2021-11
2021-12**


Sean Brown

**DOCKET Nos. 2021-11
2021-12**

THESE MATTERS came before the Campbell County Board of Equalization (“Board”) on August 20, 2021, for hearing on the Statement(s) to Contest Property Tax Assessment (“Statement”) filed by Petitioner, Fort Union Gas Gathering, LLC. Petitioner seeks to appeal the assessed property values established by the Respondent, Campbell County Assessor, for the tax year 2021, for two respective sets of personal property. Commissioner Robert Maul acted as chairman of the Board. Commisioners Rusty Bell, Colleen Faber, D.G. Reardon, and Del Shelstad also presided.

1. These matters are appeals of the 2021 assessed property value of Petitioner's property.
2. Petitioner owns certain personal property in the form of industrial equipment located in Campbell County, Wyoming and this property is subject to taxation.

3. Respondent established the fair market value of the personal property for Parcel ID # 22220004006700 (as identified in the relevant 2021 Notice of Assessment) in the amount of \$17,456,670.

4. Respondent established the fair market value of the personal property for Parcel ID # 22220004006800 (as identified in the relevant 2021 Notice of Assessment) in the amount of \$7,173,040.

5. Petitioner was duly notified of the above assessments on or about April 15, 2021.

6. On or about May 14, 2021, Petitioner filed its Statement(s) to Contest Property Tax Assessments as required by W.S. 39-13-109(b)(i), and requested a fifty percent (50%) adjustment in the assessed value of both sets of personal property on the basis of declining utilization.

7. Notice of the hearing date and times were sent to both Petitioner and Respondent on or about June 21, 2021. The notice advised the parties that a contested case hearing was scheduled for August 20, 2021, at 8:15 a.m. and 9:15 a.m. on the respective sets of personal property.

8. Petitioner and Respondent appeared at the scheduled hearings and both parties agreed to treat and argue both of the above-referenced Docket Nos. during the 8:15 A.M. hearing. Both parties presented sworn testimony. Petitioner introduced an exhibit identified as T-1. Respondent introduced exhibits identified as A-1 through A-14. No objections to the exhibits were made and all exhibits were received into evidence for consideration.

9. At the hearing, on the basis of decreased utilization, Petitioner argued that the assessed value of both sets of personal property should be reduced by nearly seventy percent (70%).

10. Petitioner acknowledged that the valuations presented by Petitioner in exhibit T-1 were produced "in-house" and were not the product of an independent third party appraiser.

11. The personal property valuations provided by Respondent were produced by testifying witness Bryan Williams, of TY Pickett & Co., Inc., which is an independent third party appraiser under

Wyoming law.

CONCLUSIONS OF LAW

1. Under W.S. 39-13-109, the Board must hear taxpayer complains and hold hearings after proper notice.

2. The Board must determine if the property in question is assessed consistent with like property within the county and also determine if the Respondent utilized the appropriate method to determine value of the property.

3. Petitioner timely filed its Statement(s) and the Board has jurisdiction to hear these matters.

4. In part, the Wyoming Constitution requires that “all taxable property shall be valued at its full value as defined by the legislature” and that “all taxation shall be equal and uniform within each class of property.” *Wyoming Constitution, Article 15, § 11(b) and (d)*.

5. All property in Wyoming is subject to taxation, except as prohibited by the Federal or Wyoming constitutions, or exempted by W.S. 39-11-105, *W.S. 39-11-103(a)(i)*.

6. Generally, the law requires a rational methodology for establishing property value, that such methodology be equally applied to all property, and that essential fairness exists. *Basin Electric Power Co-op., Inc. v. Dept. Revenue, State of Wyoming*, 970 P.2d 841, 852 (Wyo. 1998).

7. Respondent’s assigned property value is presumed to be correct. *Campbell County Board of Equalization Practice and Procedure Rules, Section 15(a)*. A mere difference of opinion as to value will not suffice to overcome the presumption in favor of Respondent. *Thunder Basin Coal Co. v. Campbell County, Wyoming Assessor*, 132 P.3d 801, 806 (Wyo. 2006).

8. When challenging an assessment of property, the burden is on the Petitioner to establish by credible evidence improper valuation. *Hillard v. Big Horn Coal Co.*, 549 P.2d 293, 294 (Wyo. 1976); *Campbell County Board of Equalization Practice and Procedure Rules, Section 15(b)*.

9. In the absence of evidence rebutting the presumption in favor of Respondent, reviewing bodies presume that officials charged with establishing value exercised honest judgment in accordance with the applicable rules, regulations, and other directives that have passed public scrutiny—either through legislative enactment, or agency rulemaking or both. *Amoco Production Co. v. Dept of Revenue, State of Wyoming*, 94 P.3d 430, 435 (Wyo. 2004).

ORDER

Petitioner did not present credible evidence to overcome the presumption in favor of the Respondent's valuation.

IT IS HEREBY ORDERED THAT the assessment of the subject property as established by the Campbell County Assessor in Docekt Nos. 2021-11 and 2021-12 for the tax year 2021 is hereby affirmed.

NOTICE

Any party may appeal a final adverse written decision or order of this Board to the Wyoming State Board of Equalization by filing a notice of appeal pursuant to the rules of the Wyoming State Board of Equalization. Such notice of appeal must be filed within thirty (30) days from the entry of this Board's written decision.

DATED THIS _____ day of _____, 2021.

CAMPBELL COUNTY BOARD OF EQUALIZATION

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: [2:30 Campbell County - Redistricting Region 6](#)

*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 Redistricting: Region 6-Campbell, Crook, Weston



WYOMING LEGISLATIVE SERVICE OFFICE

October 5, 2021

What is Redistricting? When needed?

- *The process of redrawing the geographic boundaries of an area from which people are elected (not required for U.S. Congress for Wyoming) – “one person, one vote” criteria*
 - *Ensured through districts of nearly equal population (+/- 5% deviation is presumptively constitutional)*
- *State constitution requires Legislature to redraw state legislative districts at the first budget session following the federal census (Wyo. Constitution, Art.3, s.48);*
 - *2020 Census = 2021 Census Data Reporting = 2022 Budget Session Redistricting*



2021 Process

- *Management Council assigned redistricting to Joint Corporations Committee (January 2021)*
- *Joint Corporations adopted core redistricting principles at their last two meetings (August 16 and September 3)*



2020 Redistricting Principles

- 1) Election districts should be contiguous, compact, and reflect a community of interest;
- 2) Population of election districts should be substantially equal, with the range of deviation not to exceed 10%;
- 3) To the greatest extent possible, in establishing election districts:
 - County boundaries should be followed;
 - Census blocks should be followed.



2020 Redistricting Principles (cont.)

- 4) The plan should avoid diluting voting power of minorities in violation of the Voting Rights Act;
- 5) The House shall have 60 seats and the Senate shall have 30 seats;
- 6) Consideration should be given to two (2) contiguous House districts in each Senate district; and
- 7) Significant geographical features should be considered in establishing districts.



Statewide and County Population Summary

- Since the 2010 Census:
 - State grew by just over 13,000 people (about 2.3%) since 2010 Census
 - Nine (9) counties increased population; 14 counties declined in population
- Region 6:
 - Increased by about 620 residents (approx. 1.0%)



Current Districts

- *Adopted 2012 (2012 HB 32, HEA 8, Chapter 8)*
- *Region 8:*
 - *Most of six (6) House Districts:*
 - *HD 1, 3, 31, 32, 52, 53 (HD 2 uses Niobrara and Goshen County pop. = 4,640; HD 3 uses Converse County Pop. = 2,614)*
 - *Most of three (3) Senate Districts:*
 - *SD 1, 23, 24 (SD 3 uses Niobrara and Goshen County pop. = 14,033; SD 23 uses Converse County Pop. = 2,614)*
- *House Districts 1 and 2 are currently within the +/-5% deviation standard*
- *One of three Senate Districts is currently within the +/- 5% deviation standard*

2012 HD and 2020 Ideal Size

- ***Ideal Population (60 House and 30 Senate seats, single-member districts):***
 - ***2020 = 9,614 per House District***

2012 House District No.	County(ies)	2020 Census	Current HD Deviation 2020	Difference to Ideal HD	District Need to Grow or Shrink
1	Crook, Weston	9,484	-1.35%	(130)	Grow
2	Weston, Niobrara, Goshen	9,514	-1.04%	(100)	Grow
3	Campbell, Converse	9,175	-4.57%	(439)	Grow
31	Campbell	11,224	16.74%	1,610	Shrink
32	Campbell	11,581	20.46%	1,967	Shrink
52	Campbell	8,795	-8.52%	(819)	Grow
53	Campbell	8,865	-7.79%	(749)	Grow
Total	Statewide Population	576,851			
	Region 6 Associated Districts Pop.	68,638			
	Region 6 2020 Population	61,045			
	Average for Six (6) HDs	10,174			
HD 2	Niobrara, Goshen (Region 7)	4,979			
	Weston	4,535			
HD 3	Converse (Region 7)	2,614			
	Campbell	6,561			

2012 SD and 2020 Ideal Size

- ***Ideal Population (60 House and 30 Senate seats, single-member districts):***
 - ***2020 = 19,228 per Senate District***

2012 Senate District No.	County(ies)	2020 Census	Current SD Deviation 2020	Diff to Ideal SD	District Need to Grow or Shrink
1	Campbell, Crook, Weston	18,279	-4.94%	(949)	Grow
3	Weston, Niobrara, Goshen	18,568	-3.43%	(660)	Grow
23	Campbell, Converse	20,399	6.09%	1,171	Shrink
24	Campbell	20,446	6.33%	1,218	Shrink
Total	Statewide Population	576,851	5.82%		
	Region 6 Associated Districts Pop.	77,692			
	Region 6 2020 Population	61,045			
	Average for Three (3) SDs	20,348			
SD 3	Niobrara, Goshen (Region 7)	14,033			
	Weston	4,535			
SD 23	Converse (Region 7)	2,614			
	Campbell	17,785			

Region 6 Challenges

- *Region has excess population to district six (6) House Districts*
- *Would likely need to share approx. 480 or more with another region for all districts to get within the deviation standard*
 - *Region 5 (Sheridan, Johnson) does not need extra population to district four (4) House Districts – average district deviation would already high (2.37%)*
 - *Region 7 (Converse, Goshen, Niobrara, Platte) does not need extra population to district four (4) House Districts, but...*
 - *Converse and Niobrara already share districts with Region 6;*
 - *While Region 7 does not need additional population, its potential average district would be lower than the ideal (-2.96%) and could absorb as much as 1,100 population to meet the ideal district size*