AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

COLLEEN FABER, Chairman
DEL SHELSTAD
JIM FORD
BUTCH KNUTSON
KELLEY MCCREERY

OCTOBER 17, 2023

08:00 BOARD BRIEFING | 09:00 MEETING CALLED TO ORDER
PLEDGE OF ALLEGIANCE

CONSENT AGENDA

A. Consent Agenda

COMMISSION CALENDAR

B. Commission Calendar

REGULAR BUSINESS

C.	9:05 Employee Years of Service Recognition	Sara Marrington/Jennifer Points
D.	9:10 Contract for Services, Gabriel Project of Wyoming	Shannon Moodry
E.	9:15 Contract for Services, Gillette Main Street	Jessica Seders
F.	9:20 Operation Green Light Resolution	
G.	9:25 Contract for Services, VFW Post #42	Lee Yake
H.	9:30 Contract for Services, American Legion Post #42	Clarence Barry
I.	9:35 Contract for Services, Campbell County Veterans Council	Clarence Barry
J.	9:40 Contract for Services, Powder River Composite Squadron	Toni Brown
K.	9:45 CCCRPD Grant Application, Museum Storyland Exhibit	Robert Henning
L.	9:50 PACT Software Hosting Agreement, Juvenile Services	Jim Lyon
M.	9:55 District Support Grant, People's ISD	Clark Melinkovich
N.	10:00 District Support Grant, Prairieview Champion ISD	Clark Melinkovich
O.	10:10 Campbell County Conflict of Interest Policy	Leslie Perkins
P.	10:05 Campbell County Property Management Policy	Leslie Perkins

PUBLIC HEARING

Q.	10:15 Roads and District Incentive Program (RoaDS) Incentive Program	Sam Proffer

PUBLIC COMMENT

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

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

S. 10:55 Commissioners Final Comments

PUBLIC HEARING II

T. 11:00 County Properties Discussion

EXECUTIVE SESSION

U. 11:45 Wyoming Statute 16-4-405 Statutory Reasons for Executive Sessions Matters Posing Threat to Security of Public or Private Property or Threat to Public Access | Personnel Matters | Pending or Potential Litigation | National Security Matters | Real Estate-Site Selection or Purchases | Attorney Client Privileged Information

ADJOURN

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Consent Agenda

MINUTES
Board of Commissioners, Directors Meeting, October 2, 2023
Board of Commissioners Regular Meeting, October 3, 2023
Board of Commissioners Special Meeting CAM-PLEX Master Plan Presentation, October 10, 2023
Board of Commissioners Special Meeting Fire Department Master Plan Presentation, October 11, 2023
Board of Commissioners Special Meeting Camporee Meet and Greet, October 12, 2023

MONTHLY REPORTS
Clerk of District Court – September 2023
Clerk's Office – September 2023
Sheriff's Office – September 2023
Treasurer's Office – September 2023
941 Tax Report – 3rd Quarter 2023

CANCELLATION/REBATE OF TAXES
#2021-249, 2021-250

CAPITAL CHANGE REQUESTS

COMMENT LETTER
Comment Letter Requesting to Withdraw the Bureau of Land Management (BLM) Draft Resource Management Plan (RMP) and Environmental Impact Statement (DEIS) for Rock Springs RMP Revision, Wyoming

GRANTS
Sheriff's Office – Acceptance of grant award for the Bureau of Justice Assistance (BJA) Fiscal Year 2023 Patrick Leahy Bulletproof Vest Partnership (BVP) Program, in the amount of $4,089.15.

LINE ITEM TRANSFERS
Attorney
Transfer $595.35 from 100061-62260 Professional Services to 100061-62720 Software Cost

Extension Office
Transfer $200.00 from 100106-62450 EE Dev Meet Trav Meal Lodge to 100106-64150 Gasoline

Public Health
Transfer $1,717.86 from 310406-67040 Fed Op Grant HlthWelCult Rec Project 406G23PMO to 310406-68220 Cap Outlay-Computer/Tech Equip Project 406G23PMO-CAPEQUIP
Transfer 1,717.86 from 310401-67040 Fed Op Grant HlthWelCult Rec Project 401GF23VAC to 310401-68220 Cap Outlay-Computer/Tech Equip Project 401GF23VAC-CAPEQUIP

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POSITION VACANCY JUSTIFICATIONS
Coroner – Assistant to Coroner's Office
Road & Bridge – Senior Equipment Operator

HAND WARRANTS

WAG - Division of Criminal Investigations	$15.00
Campco Federal Credit Union	$150.00
Campbell Cnty Clerk Tax Acct	$301,997.25
Campbell Cnty Treasurer - FLX/HSA	$40,580.77
Great West Trust Company	$28,213.00
Sheridan Cnty Circuit Court	$321.96
Wyoming Child Support	$882.83
Black Hills Energy	$3,525.63
CenturyLink	$128.51
Charter Communications - IT	$800.00
Charter Communications - Sheriff	$64.98
Charter Communications - Sheriff	$231.72
City of Gillette	$20,073.66
Verizon Wireless - Adult Drug Court	$146.00
Verizon Wireless - Public Works	$396.78
Waste Connections of Wyoming	$1,554.69
Wright Water & Sewer District	$566.40
Tyler Technologies	$2,400.00
CDW Government	$3,401.62
TD Investments - Rainlocker	$150.00
WCBO	$50.00
First National Bank	$605.20
Utah State Treasurer Unclaimed Property	$60.00
Wyoming State Treasurer Unclaimed Property	$3,738.10

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

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Office of County Commissioners
October 2, 2023
Gillette, Wyoming

Directors Meeting

The Campbell County Board of Commissioners met for a Directors Meeting, Monday, October 2, 2023, at 1:30 PM.

Present were Colleen Faber, Jim Ford, Butch Knutson, Kelley McCreery, Del Shelstad, Commissioners; Denton Knapp, Executive Director of Administration; Sandra Beeman, Deputy Director of Administration; Brandy Elder, Human Resources Executive Director; Matt Olsen, Public Works Director; Kevin Geis, Road & Bridge Director; Kyle Ferris, Deputy County Attorney; Kelly Wallem, County Attorney Office Manager; Bill Beastrom, Public Works Facilities Maintenance Manager; Spring Sendele, Sheriff's Office Legal Advisor; Leslie Perkins, Public Information Officer; Michelle Leiker, Deputy County Clerk; and a member of the press.

Liaison Reports were given by Commissioners.

Brandy Elder provided updates from the Human Resources Department.

Brandy Elder provided an update on the Library Executive Director position.

Kevin Geis provided road and project updates for the Road & Bridge Department.

Matt Olsen provided an update for the Recreation gym floor. Discussion was held on the recent inspection of the gym floor.

Matt Olsen provided an update on the Landfill dozer. Discussion was held on the available options for the broken Landfill dozer.

Matt Olsen provided a Joint Dispatch update. Discussion was held on what the process should be to move forward.

Matt Olsen provided project updates for the Public Works Department.

Leslie Perkins presented an update of the County Property Management Policy.

Denton Knapp presented the Commissioner's Calendar of Events.

Commissioner Knutson moved the Board convene into Executive Session to discuss Personnel. Commissioner Shelstad seconded the motion. All voted Aye. Motion Carried.

The Board convened into Executive Session at 2:38 PM.

Michelle Leiker, Deputy County Clerk left the meeting at 2:39 PM.

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

There being no further business to come before the Commissioners, the meeting was adjourned at 4:15 PM.

The next Directors Meeting to be held October 16, 2023, at 1:30 PM.

Michelle L. Leiker, Deputy County Clerk Board of County Commissioners	Colleen Faber, 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.campbellcountywy.gov

Office of County Commissioners
October 3, 2023
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, October 3, 2023. Chairman Faber called the meeting to order at 9:02 AM. Josh Yelton led the Invocation and the Pledge of Allegiance.

Present were Colleen Faber, Jim Ford, Butch Knutson, Kelley McCreery, Del Shelstad, Commissioners; Denton Knapp, Director of Administration; Shannon Ireland, Chief Deputy County Clerk.

The following consent agenda was presented:

MINUTES
Board of Commissioners Directors Meeting, September 18, 2023
Board of Commissioners Regular Meeting, September 19, 2023
Board of Commissioners Lodging Tax Board Meeting, September 21, 2023
Board of Commissioners Public Health Board Meeting, September 21, 2023
Board of Commissioners Library Board Meeting, September 25, 2023

PAYROLL PAYMENTS
August 19, 2023; September 9, 2023; September 16, 2023

COMMENT LETTERS
Submission of comment letter to Council of Environmental Quality regarding Notice of Proposed Rulemaking regarding the National Environmental Policy Act (NEPA) Implementing Regulations Revisions Phase 2 (Proposed Rule), Docket No. CEQ-2023-0003 (Federal Register/Vol. 88, No. 145/Monday, July 31, 2023/Page 49924).

CONTINGENCY FUNDS REQUESTS
Commissioner's Office – 1% Contingency Funds Request for Fiscal Year 2023 contract payment to Second Chance Ministries, in the amount $1,743.11 from 170013-69800 1% Contingency to 170013-66960 1% Hum Serv & Extern Sub Ab.

Public Works – Contingency Funds Request for heavy equipment repair to the Landfill Blade, in the amount of $59,515.96 from 100013-69800 General County Contingency to 100082-65000 Vehicle/Equip Repair/Maint.

CREDIT CARD REQUESTS
Children's Developmental Services – Nathan Grotrian, Credit Limit $3,000
Children's Developmental Services – Natalie Terrell, Credit Limit $3,000

LINE ITEM TRANSFERS
Airport
Transfer $1,000.00 from 100751-64020 Tools to 100751-66760 County Match
Transfer $5,000.00 from 100751-65000 Vehicle Equipment and Repair to 100751-66760 County

Match
Transfer $5,000.00 from 100751-64000 General Supplies to 100751-66760 County Match
Transfer $2,000.00 from 100751-65180 Tires to 100751-66760 County Match
Transfer $1,532.00 from 100751-65060 Grounds Maintenance to 100751-66760 County Match

Emergency Management
Transfer $240.29 from 100411-64000 Supplies to 100411-68260 Cap Outlay-Office Equip/Furn

Parks & Recreation
Transfer $2,080.00 from 100771-62260 Professional Services Project 770771-PROFSERV to Project 770771-PROFSERV-WPASTUDY-CITY
Transfer $130.00 from 100771-62260 Professional Services Project 770771-PROFSERV to Project 770771-PROFSERV-SBALLSTUDY-CITY

POSITION VACANCY JUSTIFICATIONS
Children's Developmental Services – Instructional Assistant

HAND WARRANTS

Black Hills Energy	$998.31
CenturyLink	$39.10
Charter Communications	$800.00
City of Gillette	$7,478.10
Paintbrush Services	$1,869.00
Powder River Energy	$2,937.88
Verizon Wireless - Adult Drug Court	$145.92
Verizon Wireless - Public Works	$946.91
Wright Water & Sewer District	$1,408.94
Black Hills Energy	$1,394.67
Charter Communications	$384.30
City of Gillette	$45,740.10
Visa - First National Bank	$250.00
Navajo Transitional Energy Co	$454,339.22
Newcastle Motors	$53,981.00
Paintbrush Services	$388.30
Powder River Energy	$13,706.00
Waste Connections of Wyoming	$1,950.90
White's Energy Motors	$100,294.00
Wright Water & Sewer District	$276.15
Rudolph Zehnder	$2,000.00
AT&T Mobility - CDS	$135.38
AT&T Mobility - Parks & Rec	$232.48
Black Hills Energy	$11,924.96
Campco Federal Credit Union	$150.00
Campbell Cnty Clerk Tax Acct	$294,868.95
Campbell Cnty Treasurer - FLX/HAS	$4,174.77
City of Gillette	$92,475.01

Great West Trust Company	$28,138.00
US Dept of Treasury - Debt Mgmt Services	$134.30
Powder River Energy	$7,399.73
Sheridan Cnty Circuit Court	$321.96
Waste Connections of Wyoming	$1,828.04
Wright Water & Sewer District	$1,966.50
Wyoming Child Support	$807.83
State of Wyoming - Dept of Revenue & Tax	$283.16
WAG - DIV of Criminal Investigations	$15.00
AT&T Mobility - Airport	$190.84
AT&T Mobility - EMT	$165.11
Black Hills Energy	$2,048.61
Centurylink	$18,332.69
City of Gillette	$12,525.59
FedEx	$11.03
Means First Water & Sewer District	$201.85
Paintbrush Services	$903.38
Verizon Wireless - EMA	$38.52
Verizon Wireless - Fair	$50.56
Verizon Wireless - JFDC	$249.30
Verizon Wireless - Public Health	$470.27
Verizon Wireless - Public Works	$40.13
Verizon Wireless - Sheriff	$4,835.64
Waste Connections of Wyoming	$198.47
Western Waste Solutions	$991.50
AFLAC	$32.38
Campbell Cnty Clerk Tax Acct	$25,930.51
CCEHBT - Health, Dental, AFLAC	$762,554.02
Campbell Cnty Treasurer - FLX/HAS	$2,152.49
Charter Communication - EMT	$59.51
Charter Communication - Sheriff	$86.64
Charter Communication - Jail	$238.05
Charter Communication - Airport	$274.89
Charter Communication - Airport	$231.70
Charter Communication - Spirit Hall	$240.93
Charter Communication - Parks & Rec	$301.88
Delta Dental of Wyoming	$1,748.00
Great West Trust Company	$2,735.00
HM Life Insurance Company	$172,645.45
Gallagher Benefits Services	$19,538.48
VSP of Wyoming	$7,968.42
Wyoming Retirement Life	$528.00
Wyoming Retirement Systems	$457,030.67

The following are the claims for Part-Time Employees summarized by department for September 2023; Sheriff-Detention, 1,414.90; Sheriff-24/7, 1,428.17; Public Works, 3,720.04; Coroner,

2,400.00; Extension, 1,401.00; District Clerk of Court, 1,253.18; Public Health, 4,092.59; Children's Center, 16,915.98; Museum, 2,539.68; Fair, 665.50; Library, 58,651.32; Parks & Recreation, 78,554.90.

Commissioner Shelstad moved the Board approve all items of the Consent Agenda as presented. Commissioner Ford seconded the motion. All voted Aye. Motion carried.

Commissioner Ford moved the Board approve the vouchers as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Above Par Tech	Prof Srvcs	$300.00
Absolute Auto	Cap Outlay - Equipment, Supplies	$15,086.64
Action Lock Key	Supplies, Jan Supplies	$27.92
Adv Media New York	State Op Grant Pub Works	$6,083.34
Advanced Wear Coat	Vehicle/Equip Repair/Maint	$143.60
Air Tech Heating	Bldg Maint	$1,032.50
Alignment Pros	Vehicle/Equip Repair/Maint	$190.70
Alsco	Prof Srvcs	$167.42
Alternative Propane	Vehicle/Equip Repair/Maint	$192.46
Amazon Capital Svc	Office/Comp Supplies, EE Dev Meet Air Meal Lodg , Vehicle/Equip Repair/Maint, Postage & Freight, Spec Event / Prog Cost, Bldg Maint, Med Supplies	$3,546.43
Ameri Tech Equipment	Cap Outlay - Vehicles	$6,349.50
American Council	EE Dev Meet Air Meal Lodg	$598.00
American Millennium	Comm/Net Exp	$57.30
American Welding	Supplies	$369.82
Apex Mechanical	Bldg Maint	$1,945.52
Architectural Spec	Bldg Maint	$48,202.42
Arena Products Svc	Vehicle/Equip Repair/Maint, Bldg Maint	$11,744.20
Armacost Trane Serv	Bldg Maint	$610.51
Arrow Printing Grap	Office/Comp Supplies, Public Relations/Promo, Advert/Publication/LegalNotice	$1,869.00
Associated Glass	Bldg Maint	$2,281.71
Autozone	Vehicle/Equip Repair/Maint	$200.46
Avis Rent A Car Chic	Prisoner Transport/Extrad	$103.53
Axis Forensic Tox	Radiology,Lab,Tox Services	$282.00
Axon Enterprise	Software Cost (Subs/Maint)	$1,646.40
B M Suppliers	Inmate Supplies	$3,200.00
Background Invest	Spec Event / Prog Cost	$568.55
Baker Taylor Cont	Postage & Freight	$91.33
Basin Radio Network	Public Relations/Promo, Fed Op Grant HlthWelCult Rec	$1,745.00
Bauder, Trena R.	Fed Op Grant HlthWelCult Rec	$337.50
Bennett Weber Hermst	Prof Srvcs	$16,875.00
Big Horn Tire	Vehicle/Equip Repair/Maint, Tires	$29,600.18
Big Sky Communicat	Misc Exp	$207.00

Bighorn Hydraulics	Bldg Maint	$8.30
Bio Medical Devices	Fed Op Grant HlthWelCult Rec	$3,126.09
Birr, Nathaniel	Spec Event / Prog Cost	$200.00
Black Hills Chemical	Postage & Freight	$1,221.66
Blackstone Audio	Non-Print Materials	$1,012.85
Bobcat Of Gillette	Vehicle/Equip Repair/Maint	$4,046.19
Bomgaars	Spec Event / Prog Cost, Supplies, Jan Supplies	$1,637.08
Boot Barn	Spec Event / Prog Cost	$150.00
Border States Elec	Bldg Maint	$1,989.57
Breannas Bakery	Spec Event / Prog Cost	$19.00
Brown Kennedy Ranch	Royalty Payments/Easements	$91.52
Buffalo Porta Potty	Vehicle/Equip Repair/Maint	$125.00
Burns McDonnell Eng	Reclamation/Remediation/Cmp	$29,811.50
C B Operations	Vehicle/Equip Repair/Maint	$20,620.39
Camelot Pet Castle	Law Enforcement Supplies	$154.00
CargoRAXX LLC	Cap Outlay - Vehicles	$1,799.80
Carr, Joli A.	Fed Op Grant HlthWelCult Rec	$51.09
Cash Wa Distributing	Food Service and Supplies	$5,726.46
Caveman Sports	Spec Event / Prog Cost	$239.99
CBH Co Op	Gasoline, Vehicle/Equip Repair/Maint, Supplies	$524.42
CC Chamber Of Commer	EE Dev Meet Air Meal Lodg	$774.00
CC Dist Crt Rev Wit	Jurors & Witness Fees	$5,127.43
CC Health Misc	Fed Op Grant HlthWelCult Rec, Wellness Prog	$75,570.00
CC Public Land Brd	CAM-PLEX Operations, Fed Op Grant HlthWelCult Rec	$338,320.75
CC School Dist Coop	Office Equip Maint Contracts	$1,523.30
CC Treasurer	Misc Exp, Fed Op Grant HlthWelCult Rec	$11,987.63
CDW Government	Cap Outlay-Comp/Tech Equip	$65,437.20
Cedar Rapids Tire	Vehicle/Equip Repair/Maint	$151.33
CEM Sales & Service	Supplies	$402.20
Centurylink Long Dis	Comm/Net Exp	$650.14
Charm Tex	Inmate Supplies	$3,546.00
Chatfield, Todd	EE Dev Meet Air Meal Lodg	$21.00
City Gillette Misc	Prof Srvcs, Office Equip Maint Contracts	$3,315.00
Clear Creek Counsel	State Op Grant Pub Safety	$870.00
Clearmont Hist Group	Merch/Supplies for Resale	$210.00
Cloud, Ruth S.	Prof Srvcs	$371.25
Co Wy Assn Museums	Assn Dues, Fees and Licensure	$80.00
Coca Cola Bottling	Supplies, Merch/Supplies for Resale	$459.00
Collection Prof	Prof Srvcs	$264.82
Collins Commun	Fed Cap Grant Pub Safety, Media/Subs/ Periodical, Prof Srvcs	$3,058.69
Colorado Golf & Turf	Vehicle/Equip Repair/Maint	$280.74
Colorado Keys	Recognition, Apprec Awards	$1,750.00
Comfort Is Chey	EE Dev Meet Air Meal Lodg	$1,470.00

Compression Leasing	Bldg Maint	$130.00
Concordance Health	Fed Op Grant HlthWelCult Rec	$519.10
Contractors Supply	Grounds Maint, Bldg Maint, Road Materials	$1,337.36
Cordant Health Solut	State Op Grant Pub Safety, Spec Event / Prog Cost, Med Services/Claims	$1,920.48
Coremr	Software Cost (Subs/Maint)	$500.00
Corrisoft	Electronic Monitoring	$226.40
Council Commnity Svc	1% Hum Serv & Extern Sub Ab, Fed Op Grant HlthWelCult Rec	$25,661.84
Counseling Connect	State Op Grant Pub Safety	$2,460.00
Cowboy Supply House	Jan Supplies	$2,154.86
Crescent Electric	CCJPFB Maint	$87.76
Croell	Road Materials	$736.00
Crum Electric Supply	Cap Outlay-Comp/Tech Equip, Collections & Acqu, Bldg Maint, Vehicle/Equip	Exhibits Repair/Maint $5,415.49
CT Accessories	Cap Outlay - Vehicles	$120.00
Cue Health	Fed Op Grant HlthWelCult Rec	$8,632.66
Cummins Sales Svc	Vehicle/Equip Repair/Maint	$661.50
Curalinc Healthcare	Employee Assistance Prog	$2,257.80
Custom Cage Missouri	Cap Outlay - Vehicles	$980.00
Custom Graphix Signs	Ins Claims Exp	$250.00
Dads Truck And Auto	Ins Claims Exp, Prof Srvcs	$1,519.28
Demco	Postage & Freight	$937.35
Derksen, Nathan	Jurors & Witness Fees	$124.45
Design Construction	Prof Srvcs	$24,278.00
Detectachem	Postage & Freight	$1,701.17
Developmental Presch	Prof Srvcs	$1,006.91
DRU Consulting	Prof Srvcs	$4,375.00
Dunlap, Kara Kim	Jurors & Witness Fees	$132.31
Eagle Spec Material	Cap Outlay-Rd Bridge Runwy	$457,391.17
easy-PZ LLC	Fed Op Grant HlthWelCult Rec	$365.35
EBSCO Publishing	Electronic Materials	$3,686.00
Ecolab Pest Elimin	Bldg Maint	$150.27
EDMO Distributors	Postage & Freight	$451.33
Edwards, Sue	Fed Op Grant HlthWelCult Rec	$360.00
Employment Test Cntr	Employment Testing/Background	$880.00
Employment Testing	Employment Testing/Background	$158.00
Energy Chain Sling	Vehicle/Equip Repair/Maint	$476.47
Energy Laboratories	Prof Srvcs	$575.00
Entenmann Rovin Co.	Postage & Freight	$311.70
ESRI	Software Cost (Subs/Maint)	$75,000.00
EX Thirty Five Creat	Prof Srvcs	$800.00
Expresso Lube	Vehicle/Equip Repair/Maint	$810.92
Fairbanks Scales	Vehicle/Equip Repair/Maint	$5,204.70
Farmer Brothers Co	Food Service and Supplies	$649.80

Fastcase	Law Library	$275.00
Fastenal Company	Supplies	$1,049.30
FD Construction	Prof Srvcs	$900.00
Federal Supply Usa	Postage & Freight	$273.33
Fenstermacher, Brook	EE Dev Meet Air Meal Lodg	$34.72
FIB Mstrcrd Airport	EE Dev Meet Air Meal Lodg	$941.63
FIB Mstrcrd Library	Software Cost (Subs/Maint)	$824.83
FIB Mstrcrd Park Rec	Printing/Spec Forms/Archiving	$1,787.07
Firemaster	Prof Srvcs, Misc Exp	$1,268.50
First Natl Bnk Visa	Misc Exp, EE Dev Meet Air Meal Lodg, Reimb Exp, Supplies, Board and Committee Exp, Furn/Equi Repair & Maint, Postage & Freight, Fed Op Grant HlthWelCult Rec, Wellness Prog, Software Cost (Subs/Maint), Comm/Net Exp, State Op Grant Pub Safety, Spec Event / Prog Cost, Gasoline, Investigation and Trial	$38,904.74
Floyds Truck Center	Vehicle/Equip Repair/Maint	$632.26
Forensic Medicine	Med Services/Claims	$1,500.00
Freedom Hills Is	1% District Support Grants	$12,733.75
Freeland, Theresa M.	EE Dev Meet Air Meal Lodg	$240.00
Frontier Precision	Software Cost (Subs/Maint)	$1,417.50
Furman, Craig M.	Investigation and Trial	$50.00
Gale Cengage Learn	Books and Printed Materials	$567.80
Gallagher Survey	Prof Srvcs	$5,000.00
Galls	Postage & Freight	$144.95
Gillette Abuse Refug	1% Hum Serv & Extern Sub Ab, Fed Op Grant HlthWelCult Rec	$24,704.78
Gillette Comm Colleg	1% Veteran's Services, EE Dev Meet Air Meal Lodg	$1,555.00
Gillette News Record	Advert/Publication/LegalNotice, Public Relations/Promo	$15,203.71
Gillette Printing	Supplies	$1,262.31
Gillette Reprod Hlth	Fed Op Grant HlthWelCult Rec	$3,714.00
Gillette Steel	Spec Event / Prog Cost, Bldg Maint	$175.00
Gillette Winsupply	Supplies	$9,867.84
Git R Done Site Svc	Supplies	$1,093.00
Glaser, Jane C.	EE Dev Meet Air Meal Lodg	$27.51
Global Heat Transfr	Supplies, Postage & Freight	$4,021.09
Global HR Research	Supplies	$1,638.00
Govens Farm Ranch	Road Materials, Jan Supplies	$2,767.30
Greasewood Water	Road Materials	$2,665.90
Grey House Publish	Postage & Freight	$163.00
Griffith, Lisa	Clothing/Uniforms	$95.00
Grossenburg Implemnt	Vehicle/Equip Repair/Maint	$456.89
Grotrian, Nathan	Fed Op Grant HlthWelCult Rec	$75.34
Grubb, Amber L.	State Op Grant HlthWelCultRec	$98.91

Hakert, Richard J.	Royalty Payments/Easements	$2,160.00
Handran, Tracey	Vehicle/Equip Repair/Maint	$100.12
Harper, Gordon	Office Equip Maint Contracts	$100.00
Hawkins	Fed Op Grant Pub Works, Supplies	$7,581.52
HDR Engineering	Cap Outlay-Land Improv/Parks	$19,352.75
Heartland Kubota	Supplies	$661.52
Hibbs Auto Body	Ins Claims Exp	$3,762.50
High Glass Window	Bldg Maint	$2,273.00
Homax Oil Sales	Gasoline, Lubricants	$108,864.16
Home Depot Maint	Jurors & Witness Fees, Supplies	$1,178.94
Home Depot Parks Rec	Supplies	$383.68
Home Depot Sheriff	Tools	$179.67
Home Fire Foods	Supplies, 1% Cap Fac Maint Rep Cap Out, EE Dev Meet Air Meal Lodg	$1,815.50
Horning McG	Legal and Court Costs	$2,601.00
Humphrey Law	Legal and Court Costs	$13,846.47
IBM Corp	OfficeEquip/Comp/TechLease	$17,800.45
Idler, Haley R.	EE Dev Meet Air Meal Lodg	$36.03
Inland Truck Parts	Supplies, Vehicle/Equip Repair/Maint	$2,316.70
Interstate Energy	Prof Srvcs	$345.60
Intrinsic Interventi	State Op Grant Pub Safety	$1,446.00
James Tire Service	Tires	$75.00
Jims Heating Ac Ref	Prof Srvcs	$5,670.00
JJ Concessions	EE Dev Meet Air Meal Lodg	$210.00
Johnstone Supply	Supplies	$251.88
Kanopy	Electronic Materials	$371.00
Kelleher Helmrich	Spec Event / Prog Cost	$4,800.00
Kimball Midwest	Vehicle/Equip Repair/Maint	$780.27
Kistler Tent Awning	Spec Event / Prog Cost	$10,118.00
Knecht Home Center	Bldg Maint	$11.51
Komatsu America Corp	Lubricants	$172.47
Kuchler, Joseph W.	EE Dev Meet Air Meal Lodg	$455.88
Lafayette Instrument	Cap Outlay - Equipment	$7,505.00
Lakeway Lube Auto	Vehicle/Equip Repair/Maint	$190.70
Langer Ind Services	1% Solid Waste Oper.	$18,210.00
Language Line Sol	Prof Srvcs	$16.80
Lechner, Jessica	Reimb Exp	$36.68
Liberty Law Offices	Legal and Court Costs	$4,767.94
Library Foundation	Postage & Freight	$99.39
Little Dark One	Merch/Supplies for Resale	$113.94
Little Sprouts	Prof Srvcs	$470.00
Little Tikes Daycare	Prof Srvcs	$390.00
Lowe Roofing	Ins Claims Exp	$312.93
Lubnau Law Office	Legal and Court Costs	$3,534.00
Lynns Auto Repair	Vehicle/Equip Repair/Maint	$1,365.81
M G Oil	FenceBridgeFuel Storage Maint	$81.83

Mainline Inform Sys	Software Cost (Subs/Maint)	$3,078.30
Martinez, Mayra	Prof Srvcs	$37.50
Mcdaniel, Rodger	Spec Event / Prog Cost	$75.00
McIntyre, Jason A.	Assn Dues, Fees and Licensure	$60.00
Mckesson Med Surgic	Postage & Freight	$2,140.01
Menards Airport	Supplies	$380.86
Menards Maintenance	Jan Supplies	$1,293.38
Menards Museum	Supplies	$189.26
Menards Park Rec	Supplies	$396.51
Menards Road Bridge	Supplies	$1,055.12
Menards Sheriff	Vehicle/Equip Repair/Maint	$52.08
Michaels Construct	Prof Srvcs	$9,800.89
Midland Implement Co	Supplies	$212.04
Midwest Tapes	Supplies	$435.04
Mitchell McCormick	Software Cost (Subs/Maint)	$373.25
MN Dept Public Safe	Investigation and Trial	$10.00
Moore, Irene	EE Dev Meet Air Meal Lodg	$63.54
Morrison Maierle	Fed Op Grant Pub Works	$75,470.41
Motorola Solut	Comm/Net Exp	$4,327.03
Naramore, James J Md	Med Services/Claims	$1,000.00
Next Level Glass	FenceBridgeFuel Storage Maint, Cap Outlay - Vehicles	$1,025.00
NextRequest	Software Cost (Subs/Maint)	$8,388.00
Nick Carter Law	Legal and Court Costs	$2,491.50
Norco	Grounds Maint, Med Supplies, Jan Supplies, Supplies, Postage & Freight	$17,150.99
Normont Equipment Co	Postage & Freight	$2,763.25
North Star Leasing	Vehicle/Equip Repair/Maint	$207.81
North Star Lighting	Cap Outlay - Vehicles	$2,700.00
OAG Flightview	State Op Grant Pub Works	$635.00
ODP Business Solutio	Fed Op Grant HlthWelCult Rec, Cap Outlay-Office Equip/Furn, Office/Comp Supplies	$2,875.11
Office Shop	Office Equip Maint Contracts	$540.36
Office Shop Leasing	Mach/Vehicle/Equip Lease Rent	$1,427.64
Opsec Security	Supplies	$675.00
Optum Flex	Prof Srvcs	$195.00
Optum HSA	Prof Srvcs	$1,121.25
Overdrive	Electronic Materials	$5,771.33
Overhead Door Co	Bldg Maint	$689.92
PB Global Airprt	OfficeEquip/Comp/TechLease	$142.53
PB Global Attorney	Mach/Vehicle/Equip Lease Rent	$165.54
PB Global Dist Crt	OfficeEquip/Comp/TechLease	$540.87
PB Global Sheriff	Postage & Freight	$173.04
Pearson	Fed Op Grant HlthWelCult Rec	$317.10
Performance Surfaces	Cap Outlay - Bldgs Improv	$8,998.00

Personal Frontiers	1% Hum Serv & Extern Sub Ab, Fed Op Grant HlthWelCult Rec, Prof Srvcs	$5,480.75
Pete Lien Sons	Reclamation/Remediation/Cmp, Postage & Freight	$4,408.50
Peterbilt Of Wyoming	Postage & Freight	$821.13
PFM Asset Management	Prof Srvcs	$9,442.88
Pharmchem	Supplies	$766.80
Plainsman Printing	Supplies, Postage & Freight	$462.63
Playtime LLC	1% Youth Prog/Equip Capital	$28,190.00
Poole, Amy J.	Fed Op Grant HlthWelCult Rec	$30.13
Postge Phone Dist	Postage & Freight	$6,000.00
Powder River Heating	Bldg Maint	$142.48
Powder River Worksaf	Spec Event / Prog Cost	$900.00
Power Equipment Co	Postage & Freight	$5,085.11
Premier Biotech	Postage & Freight	$313.01
Prime Rib Restaurant	Wellness Prog	$4,193.00
Priority Dispatch	Misc Exp	$365.00
Proelectric	Vehicle/Equip Repair/Maint	$28,433.62
Purvis Industries	Bldg Maint, Postage & Freight	$841.37
Push Pedal Pull	Bldg Maint	$577.00
Quill Corporation	Supplies	$235.02
Razor City Locksmith	CCJPFB Maint	$50.00
Razor City Rental	Supplies, Vehicle/Equip Repair/Maint	$32.90
Record Supply	Supplies, Cap Outlay - Vehicles, Bldg Maint, Lubricants, Vehicle/Equip Repair/Maint	$3,342.33
Reynolds, Mandy M.	Spec Event / Prog Cost	$248.27
Ricardos Cleaning	Jan Supplies	$5,280.00
Riley, Braxton	Prof Srvcs	$100.00
Rising Edge	Bldg Maint	$554.52
Rocky Mtn Business	Office/Comp Supplies, OfficeEquip/Comp/ TechLease, Office Equip Maint Contracts, Prof Srvcs	$5,186.62
Ron Smith and Assoc	EE Dev Meet Air Meal Lodg	$650.00
Sams Land	Royalty Payments/Easements	$201.60
Schutz Foss Archit	Cap Outlay - Bldgs Improv	$7,527.43
Scott Brothers Elec	Bldg Maint	$3,201.25
Second Chance Minist	1% Hum Serv & Extern Sub Ab	$8,226.92
Selbys	Supplies	$320.82
Sentinel Offender	Electronic Monitoring	$421.50
Sepety Entertainment	Local Op Grant HlthWelCuRec	$15,000.00
Servall Uniform	Clothing/Uniforms	$956.66
Shafcom	Misc Exp	$479.99
Sherwin Williams	Bldg Maint	$124.59
Sign Boss	Fed Op Grant HlthWelCult Rec	$1,892.00
Simplot Partners	Grounds Maint	$4,406.13
Simpsons Printing	Printing/Spec Forms/Archiving	$11,541.00
Sir Speedy	Med Supplies	$624.00

Smith Psychological	Employment Testing/Background	$1,600.00
Source Office Tech	Office/Comp Supplies	$1,093.54
Sprague, Jerrica	Postage & Freight	$45.24
Step Stone Counselin	Med Services/Claims, State Op Grant Pub Safety	$13,406.56
Stericycle	Med Supplies	$843.42
Stotz Equipment	Supplies	$72.47
Summit Food Services	Supplies	$164.82
Surf N Suds	Med Supplies	$26.46
T Shirt Guy	Spec Event / Prog Cost	$1,040.05
TD Invest Rainlocker	Vehicle/Equip Repair/Maint	$164.62
TD Invest Winland	Vehicle/Equip Repair/Maint	$25.15
That Embroidery Plac	Clothing/Uniforms	$32.00
The Grease Barrel	Vehicle/Equip Repair/Maint	$453.66
The Range	Board and Committee Exp	$159.85
Thomas LLC	Legal and Court Costs	$1,472.50
Thomas Y Pickett	Prof Srvcs	$15,000.00
Thompson, Allen J	EE Dev Meet Air Meal Lodg	$731.00
Thomson Reuters West	Media/Subs/Periodical	$908.74
Thunder Basin Ford	Vehicle/Equip Repair/Maint	$123.29
Total Construction	Royalty Payments/Easements	$814.20
Tower Communication	Cap Outlay - Vehicles, Vehicle/Equip Repair/Maint	$2,135.00
Towneplace Suites	Spec Event / Prog Cost	$119.00
Tractor Guys Inc	Vehicle/Equip Repair/Maint	$198.30
Tri State Truck Equi	Postage & Freight	$474.59
Trinity Services Grp	Food Service and Supplies	$48,923.19
Tru Tech Products	Supplies, Bldg Maint	$49.50
U S Tech Inc	Cap Outlay-Comp/Tech Equip	$1,320.00
Unique Management Srvcs	Office Equip Maint Contracts	$92.70
United Parcel Services	Postage & Freight	$102.42
Universal Athletic	Board and Committee Exp, Spec Event / Prog Cost	$2,783.41
Urbin Law Office	Legal and Court Costs	$783.19
Van Ewing Const	Cap Outlay - Bldgs Improv	$207,085.96
Virtower LLC	Software Cost (Subs/Maint)	$6,000.00
Visionary Broadband	Comm/Net Exp, Prof Srvcs	$7,083.38
Visitation Advocacy	1% Hum Serv & Extern Sub Ab	$15,414.57
Vista Leasing Co	Office Equip/Comp/TechLease, Office Equip Maint Contracts, Ins Claims Exp, Prof Srvcs	$3,714.00
Vital Records Cont	Prof Srvcs	$200.00
Wallem, Kelly J.	EE Dev Meet Air Meal Lodg	$49.95
Walmart Children Dev	Fed Op Grant HlthWelCult Rec	$662.98
Walmart Extension	Supplies	$347.97
Walmart Human Res	Wellness Prog	$39.96
Walmart Library	Spec Event / Prog Cost	$131.36

Walmart Museum	Supplies	$120.88
Walmart Park Rec	Supplies	$334.43
Walmart Public Hlth	Med Supplies	$2.52
Walmart Sheriff	Supplies	$1,701.23
Water Guy	Prof Srvcs	$1,234.00
Webb, Jana E.	Employment Testing/Background	$2.50
Welborn Sullivan Mec	Legal and Court Costs	$1,350.00
Western Stationers	Office/Comp Supplies	$1,426.62
Westwood Pharmacy	Med Services/Claims	$5,306.26
Wex Fleet Universal	Gasoline	$405.72
Whisler, Lorna J	Postage & Freight	$99.51
Whites Energy Motors	Cap Outlay - Vehicles, Supplies, Vehicle/Equip Repair/Maint	$36,719.82
Wilbur Ellis	Grounds Maint	$3,600.00
Wildpins	Merch/Supplies for Resale	$5,900.00
Work Warehouse	Clothing/Uniforms, Spec Event / Prog Cost	$1,392.52
WY Dept Health Prevt	Med Supplies, Med Services/Claims	$664.00
WY Enterprise Tech	Software Cost (Subs/Maint)	$32.24
WY Sec State Notary	Assn Dues, Fees and Licensure	$60.00
WY State Library	Books and Printed Materials	$20,600.00
Wyo Conf Bldg Offic	EE Dev Meet Air Meal Lodg	$175.00
Wyoming Center Clini	EE Dev Meet Air Meal Lodg	$400.00
Wyoming Conty Officr	EE Dev Meet Air Meal Lodg	$325.00
Wyoming Machinery	Vehicle/Equip Repair/Maint, Postage & Freight	$20,927.36
Wyoming Peace Office	Assn Dues, Fees and Licensure	$30.00
Wyoming Rents	Bldg Maint, 1% Solid Waste Oper.	$10,410.00
Wyoming State Bar	Prof Srvcs	$100.00
Wyoming Water Sol	Office/Comp Supplies, EE Dev Meet Air Meal Lodg, Bldg Maint, Prof Srvcs	$1,690.25
Youth Awards Prem	Spec Event / Prog Cost	$8,852.00
Youth Emergency Serv	1% Hum Serv & Extern Sub Ab, State Op Grant Pub Safety, Prof Srvcs	$31,089.33
Z Mill	Vehicle/Equip Repair/Maint	$500.33
Zoll Medical	1% Emerg/Safety Equip	$702.00

Commissioner Shelstad presented the Commission Calendar of Events.

REGULAR BUSINESS

Commissioner Ford moved the Board approve Resolution 3052 proclaiming October 2023 as Domestic Violence Awareness Month in Campbell County, as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Chief Bender provided an update that the fire ban restrictions in Campbell County be lifted.

Commissioner Shelstad moved the Board approve the Contract for Services between the Board of County Commissioners and Energy Capital Economic Development in the amount not to exceed $100,000, an additional $18,000 in supplemental funds for the Startup Challenge, and up to $35,000 in matching funds for fundraising and membership, from the Optional One Percent Sale Tax, for the period of July 1, 2023 to June 30, 2024, as presented. Commissioner McCreery seconded the motion. Chairman Faber and Commissioner Knutson voted Aye. Commissioner Shelstad abstained. Motion carried.

Commissioner Knutson moved the Board approve the Contract for Services between the Board of County Commissioners and Happy Girls Don't Do That in the amount not to exceed $5,000 from the Optional One Percent Sale Tax, for the period of July 1, 2023 to June 30, 2024, as presented. Commissioner McCreery seconded the motion. All voted Aye. Motion carried.

Commissioner McCreery moved the Board approve the Contract for Services between the Board of County Commissioners and Wright Community Assistance in the amount not to exceed $10,000 from the Optional One Percent Sale Tax, for the period of July 1, 2023 to June 30, 2024, as presented. Commissioner Knutson seconded the motion. All voted Aye. Motion carried.

Commissioner Shelstad moved the Board approve Resolution Number 3053 for the appointment of Joseph Baron, Crook County Attorney, in and for Crook County, Wyoming, or other designee of the Crook County Attorney's Office, to represent Campbell County and to make, in their sole discretion, a proper disposition of any potential criminal matters involving DCI Case Number #2023-01041, which the Campbell County Attorney's Office has a conflict of interest. Commissioner Ford seconded the motion. All voted Aye. Motion carried.

PUBLIC COMMENT
There were no public comments.

The regular meeting was adjourned for a tour of courthouse construction and a break at 09:57 a.m. The meeting was reconvened at 1:06 p.m.

Commissioner Shelstad moved the Board convene into an Executive Session to discuss personnel. Commissioner Knutson seconded the motion. All voted Aye. Motion carried.

Executive Session was held.

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 3:46 PM. The next regular meeting of the Commissioners will be held Tuesday, October 17th, 2023, at 9:00 AM in the Commissioners Chambers in the Courthouse.

_____ _____

Shannon Ireland, Chief Deputy County Clerk
Board of County Commissioners

Colleen Faber, 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.campbellcountywy.gov

Office of County Commissioners
October 10, 2023
Gillette, Wyoming

Special Meeting

The Campbell County Board of Commissioners met in a Special Meeting, Tuesday, October 10, 2023, at 6:00 PM for the CAM-PLEX Master Plan Final Public Forum.

Present were Colleen Faber, Jim Ford, Kelley McCreery, Del Shelstad Commissioners; Sandra Beeman, Deputy Director of Administration, Cindy Lovelace, County Clerk; Aaron Lyles, Executive Director – CAM-PLEX; members of the CAM-PLEX staff; members of the Public Land Board; members of the City Council; members of the press; members of the public. Commissioner Butch Knutson was absent from the meeting.

The CAM-PLEX Master Plan was presented by Todd Gralla, Joel Feldman, and Jaime Tarver with Populous, CSL, and DOWL respectively.

An opportunity for public comment and questions and answers was given.

Aaron Lyles provided final comments.

No action was taken by the Board.

The Commissioners left the meeting at 8:34 PM.

_____
Cindy Lovelace, County Clerk
Board of County Commissioners

_____
Colleen Faber, Chairman
Board of County Commissioners

Office of County Commissioners
October 11, 2023
Gillette, Wyoming

Special Meeting

The Campbell County Board of Commissioners met in a Special Meeting with the Fire Board, Wednesday, October 11, 2023, at 5:30 PM to review and discuss the Campbell County Fire Department Long Range Master Plan.

Present were Colleen Faber, Jim Ford, Butch Knutson, Del Shelstad Commissioners; Denton Knapp, Executive Director of Administration; Sandra Beeman, Deputy Director of Administration, Cindy Lovelace, County Clerk; Jeff Bender, Fire Chief; Michael Phipps, Deputy Emergency Management Coordinator; members of Fire Department staff, members of the Fire Department Board, members of the City Council; Ralph Kingan, Wright Mayor; members of the press; members of the public. Commissioner Kelley McCreery was absent from the meeting.

The Fire Department Long Range Master Plan was presented by Robb Graff with Emergency Service Consulting International (ESCI).

An opportunity for public comment and questions and answers was given.

Chief Bender provided final comments.

No action was taken by the Board.

The Commissioners left the meeting at 7:05 PM.

_____
Cindy Lovelace, County Clerk
Board of County Commissioners

_____
Colleen Faber, Chairman
Board of County Commissioners

Office of County Commissioners
October 12, 2023
Gillette, Wyoming

Special Meeting

The Campbell County Board of Commissioners met in a Special Meeting, Wednesday, October 12, 2023, at 12:30 PM to meet with the Pathfinder Camporee Leaders and Staff.

Present were Colleen Faber, Jim Ford, Butch Knutson, Kelley McCreery, Commissioners; Denton Knapp, Executive Director of Administration; Cindy Lovelace, County Clerk; Shannon Ireland, Chief Deputy County Clerk; Dwayne Dillinger, Parks and Rec Executive Director; Kevin Geis, Road & Bridge Executive Director; Todd Chatfield, Airport, Director; Ron Smith, Airport Director of Administration; Scott Matheny, Sheriff; Robert Henning, Museum Director; Spring Sendele, Sheriff's Office Legal Advisor; Eric Seeman, Sheriff's Office Captain; Aaron Lyles, CAM-PLEX Executive Director; Matt Olsen, Public Works Executive Director; Michael Phipps, Deputy Emergency Management Coordinator; Leslie Perkins, Public Information Officer; Chuck Land, JPPLB member; Pathfinder Camporee leaders and staff; members of the press; members of the public. Commissioner Del Shelstad was absent from the meeting.

Pastor Ron Whitehead, Executive Director for Pioneer Camporee provided the invocation.

Pastor Ron Whitehead provided a summary of International Pathfinder Camporee and how the CAM-PLEX was selected as the site for the 2024 International Pathfinder Camporee.

3 Pathfinder Camporee promotional videos were shown.

No action was taken by the Board.

There being no further business to come before the Commissioners, the meeting was adjourned at 1:46 PM.

_____
Cindy Lovelace, County Clerk
Board of County Commissioners

_____
Colleen Faber, Chairman
Board of County Commissioners

CLERK OF DISTRICT COURT
MONTHLY STATEMENT
SEPTEMBER 2023

Approved by the Board of County Commissioners this..... day of .....A.D. 20.....
.....
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The State of Wyoming } ss.
County of Campbell }

This instrument was filed on the____day of_____ 20_____.

_____
County Clerk

By_____
Deputy

MONTHLY STATEMENT

Statement of the Earnings or Collections of Pamela Merchen as Clerk of District Court within and for the County of Campbell, State of Wyoming, for the month ending **SEPTEMBER**, 2023, and reported to the Board of District Court within and for the County of Campbell, State of Wyoming, Cheyenne, WY.

Template	Org	Object	Full Acct	Description		Amount
DIST COURT	100111	43190	1000-10-110-111-0000-43190	MISC FEES		$ 4,414.05
DIST COURT	100111	43200	1000-10-110-111-0000-43200	CIVIL FEE		$ 7,520.00
DIST COURT	100111	43210	1000-10-110-111-0000-43210	PROBATE FEES		$ 705.00
DIST COURT	100111	43220	1000-10-110-111-0000-43220	JURY FEES (Restitution of)		$ 100.00
DIST COURT	500552	45000	5000-00-500-552-0000-45000	FINES / Forfietures		$ 3,640.85
DIST COURT	100000	46000	1000-00-000-000-0000-46000	Postage ACH / Other		
					Total	$ 16,379.90

Tender Summary:

Cash	Quantity		Total
Coin			
$ 1s		x1	0
$ 5s		x5	0
$ 10s		x10	0
$ 20s		x20	0
$ 50s		x50	0
$100S		x100	0
Other			0
Cash Total			0
Checks	1		
Total			$ 16,379.90
Difference			$ -

STATE OF WYOMING)
)ss
County of Campbell)

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

WITNESS my hand and seal this 4th day of October, 2023

Pamela Merchen, Clerk

CLERK'S OFFICE
MONTHLY STATEMENT
SEPTEMBER 2023

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

The State of Wyoming } ss.
County of Campbell }

This instrument was filed on the____day of_____ 20_____.

_____
County Clerk

By_____
Deputy

COUNTY CLERK'S MONTHLY STATEMENT

Statement of the collections of Cindy J. Lovelace as Campbell County Clerk within and for the County of Campbell, State of Wyoming, for the month ending September, 2023, and filed with the County Clerk for presentation to the Board of County Commissioners of said County as required by WS 18-3-814.

CNTY CLERK					
Template	Org	Object	Full Acct	Description	Amount
CNTY CLERK	100021	43170	1000-10-020-021-0000-43170	County Abandon, Veh title & Fees	$ 1,620.00
CNTY CLERK	100021	43140	1000-10-020-021-0000-43140	Recording Fees	$ 21,340.00
CNTY CLERK	100021	43870	1000-10-020-021-0000-43870	Software Access Fees	$ 3,261.00
CNTY CLERK	100021	43150	1000-10-020-021-0000-43150	Financing Fees	$ 8,913.00
CNTY CLERK	100021	43160	1000-10-020-021-0000-43160	Vehicle Title Fees	$ 22,680.00
CNTY CLERK	100021	41140	1000-10-020-021-0000-41140	Marriage License	$ 960.00
CNTY CLERK	100021	43180	1000-10-020-021-0000-43180	Vin Fees, Sheriff & General	$ 1,810.00
CNTY CLERK	100021	43190	1000-10-020-021-0000-43190	Misc Fees	$ 555.50
CNTY CLERK	500566	43180	5000-00-500-566-0000-43180	Hwy Patrol Vins	$ -
CNTY CLERK	500576	43180	5000-00-500-576-0000-43180	Police Vins	$ 1,810.00
CNTY CLERK	100021	41100	1000-10-020-021-0000-41100	FULL/ LTD LIQUOR LICENSES	$ -
CNTY CLERK	100021	41120	1000-10-020-021-0000-41120	MALT BEV/ CATERING PERMITS	$ -
CNTY CLERK	100023	43820	1000-10-020-023-0000-43820	REIMBURSEMENT INCOME	$ -
CNTY CLERK	500569	43180	5000-00-500-569-0000-43180	Game & Fish Vins	$ -
				Total	$ -
					$ 62,949.50

Tender Summary:

Cash	Quantity		Total
Coin			
$ 1s		x1	$ -
$ 5s		x5	$ -
$ 10s		x10	$ -
$ 20s		x20	$ -
Other			$ -
Cash Total			$ -
Checks	11830		$ 62,949.50
Total			$ 62,949.50
Difference			$ -

State of Wyoming)
County of Campbell)

I, hereby certify that the above is a true and corect 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.

WITNESS my hand and seal this 2nd day of October, 2023.

Cindy J. Lovelace, Campbell County Clerk

STATE OF WYOMING COUNTY CLERK CAMPBELL COUNTY

BY: _____, Deputy

SHERIFF'S OFFICE
MONTHLY STATEMENT
SEPTEMBER 2023

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

The State of Wyoming } ss.
County of Campbell }

This instrument was filed on the____day of_____ 20_____.

_____
County Clerk

By_____
Deputy

MONTHLY SHERIFF'S STATEMENT

Statement of the collections of **Scott Matheny** as Sheriff within and for the County of Campbell, State of Wyoming, for the month ending **September 30, 2023** 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.

1000-20-050-051-0000-42280	LAW ENFORCEMENT FORFEITURES	$	-
1000-20-050-051-0000-43115	E-911 FEES	$	-
1000-20-050-051-0000-43190	MISC FEES	$	8,185.25
1000-20-050-051-0000-43820	REIMBURSEMENT INCOME		
1000-20-050-051-0000-46000	MISCELLANEOUS	$	-
1000-20-050-051-0000-49010	TRANSFERS IN FROM 1%	$	-
1000-20-050-052-0000-43190	MISC FEES	$	-
1000-20-050-052-0000-43820	REIMBURSEMENT INCOME	$	38,179.46
1000-20-050-052-0000-46000	MISCELLANEOUS	$	-
1000-20-050-053-0000-43090	SHERIFF 24/7 PROGRAM FEES	$	440.65
1800-20-050-051-0000-43115	E-911 FEES	$	-
3600-20-050-052-0000-43670	RESALE ITEMS	$	-
3600-20-050-052-0000-43680	CONCESSIONS/REVENUE/REIMB	$	5,100.81
	COUNTY TREASURY DEPOSIT:	**$**	**51,906.17**

ATTORNEY GENERAL'S OFFICE	SEX OFFENDER REGISTRATION FEES	$	745.00
TOW COMPANIES	TOWING FEES	$	230.00
CIRCUIT/DISTRICT COURTS	EXECUTIONS	$	-
VARIOUS LAW FIRMS	FORECLOSURE SALES	$	-
VARIOUS OUTSIDE ENTITIES	FORECLOSURE REDEMPTIONS	$	-
REFUND	OVERPAYMENT	$	-
	INTERMEDIARY FUNDS:	**$**	**975.00**

TOTAL:	**$**	**52,881.17**

STATE OF WYOMING

§

COUNTY OF CAMPBELL

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.

WITNESS my hand and seal this 30th day of September, 2023.

Sheriff of Campbell County

FISCAL YEAR 2023-2024

September 30, 2023

FIB	353153976	38,205.04
FNB	007-8	8,996,329.15
ACH	308-5	124,863.64
FNB ARPA	11122009	5,085,823.48
FNB CCSD	086-8	78,851.30
FNB DARE 5991	5991	7,628.80
FNB Flex	568-1	43,876.12
FNB Health Benefits	315-8	2,556,911.93
FNB Special Escrow	74-4	15,385,469.50
FNB Airport PFC Account	133-3	361,418.24
FNB CDS-CC Credit Card Fees	195-1	2,892.00
FNB Library Credit Card Fees	862-1	620.88
FNB Museum Credit Card Fees	11092301	990.96
FNB North Landfill Credit Card Fees	864-8	5,636.41
FNB Opioid Settlement	329-6	357,029.92
FNB Sheriff Inmate Account	41-8	260,950.36
FNB Recreation Credit Card Fees	139-2	59,339.72
FNB State Drug Forfeiture Funds	132-5	23,976.66
FNB-CDSCC-Region 13 Preschool Service	24-8	0.00
FNB-CDSCC-Early Head Start	91-4	0.00
NSF Checks		762.38
Long & Short-Treasurer		2,100.00
Clerk-Dist Crt-Sheriff-Engineer-Landfill-Public Health-Parks & Rec-Mus		3,995.63
Cash & Currency		6,150.00
TOTAL CASH ACCOUNTS	33,403,822.12	
TOTAL TDOA'S	311,594,679.91	
Premium & Discounts		22,538.91
WGIF-Building Maintenance		38,385,258.05
WGIF-Campus Maintenance		4,265,665.14
WGIFCampus Maintenance Tec		2,558,433.85
WGIF-Capital Replacement Reserve		98,634,053.76
WGIF-Fleet Management		7,948,218.57
WGIF-Fleet Mgmt-PLB -City		1,192,087.93
WGIF-Gillette College Activity & Education Center		0.00
WGIF-Gillette College Rodeo		0.00
WGIF-Jt Powers Rec Maint Fund		9,126,342.00
WGIF-Road Equipment		3,215,316.05
WGIF-1% Road Machinery Repl		5,068,129.41
WGIF-Short Term Future Cap Const		9,942,628.75
WYOSTAR-1% Municipalities		15,887,792.96
WYOSTAR-1% Optional		6,310,637.41
WYOSTAR-Cap Fac Excess		897.23
WYOSTAR-CCSD Dist Fund		11,386,000.00
WYOSTAR-Enhanced 911		-16,915.16
WYOSTAR-Fleet Management		0.00
WYOSTAR-General		75,524,400.48
WYOSTAR-General Held Revenues		0.00
WYOSTAR-Health Benefits		5,165,577.39
WYOSTAR-PILT		4,087,445.79
WYOSTAR-Pronghorn Center Main Reserve		0.00
WYOSTAR-SCFM		7,094,216.45
WYOSTAR-Town of Wright Rec Maintenance		1,736,313.73
WYOSTAR-Wyoming Lottery/Off Track Betting		4,082,180.12
WYO Class-1% Municipalities		0.00
WYO CLASS-1% Optional		0.00
WYO CLASS-CCSD Dist Fund		0.00
WYO CLASS-Enhanced 911		703,817.92
WYO CLASSGeneral		0.00
WYO CLASS-General Held Revenues		0.00
WYO CLASS-Health Benefits		0.00
WYO CLASS-PILT		0.00
WYO CLASS-Pronghorn Center Main Reserve		1,382,148.58
WYO CLASS-SCFM		0.00
WYO CLASS-Town of Wright Rec Maintenance		0.00
WYO CLASS-Wyoming Lottery/Off Track Betting		0.00
TOTAL		347,107,007.44

THE STATE OF WYOMING

ss.

County of Campbell

I, Rachael Knust, being first duly sworn according to law, on my oath do depose and say that I am County Treasurer within and for the County of Campbell in the State aforesaid; that the within and foregoing represents a true and correct Trial Balance of my records at the close of business _____, 2023; that my statement of Cash is just, true and correct, so help me God.

Yvonne Wagner, Deputy
County Treasurer

Subscribed and sworn to be before this _____ day of _____, 2023.

_____
County Clerk

9/30/2023	
Airport	0.00
American Road	791.88
Antelope Valley	0.00
ARPA Funds	0.00
Bennor Estates	0.00
BOCHES	188,431.20
Bond Disclosure	4,500.00
Box N Ranch Rd	960.00
Brunsen	1,200.00
Buckskin	0.00
Car Company Tax	0.00
Cash Reserve	15,000,000.00
Cemetery	322,260.13
Central Campbell County	4,503.12
Certificates of Purchase	(0.00)
City of Gillette	175,214.39
Collins Heights	0.00
Cottonwood I&S	(0.00)
County Sales Tax	0.00
Country Living Acres	0.00
Countryside I&S	150.00
Crestview I & S	0.00
Donkey Creek	600.00
Eight Mile I&S	1,440.00
Fair	0.00
Fire	0.00
Foundation	4,522,342.77
Fox Park	42.50
Fox Ridge	0.00
Freedom Hills	9,408.90
General County	69,428,642.97
Gillette Community College Dist	87,888.55
Gillette Community College Recap	871,940.44
Graceland	540.00
Green Valley Estates	0.00
Health Benefits Trust	5,958,466.38
Heritage Village	2,260.25
High Country Estates	1,040.88
Highway VIN Fees	0.00
Hospital	1,130,585.91
Hospital Bond	40.43
Hospital Bond Interest	5.02
Interstate Industrial	0.00
Investments-1% Muni Jt Powers	14,925,695.72
Investments-1% Optional	6,175,610.95
Investments-Building Maintenance	38,385,258.05
Investments-Campus Maintenance	4,265,665.14
Investments-Campus Tech Center- Fu	2,558,433.85
Investments-Cap Fac Excess	897.23
Investments-Capital Replace Reserve	98,634,053.76
Investments-Enhanced 911 Fees	722,672.38
Investments-Fleet Management	17,578,026.96
Investments-Gillette College	0.00
Investments-Jt Powers Rec Maintenan	9,126,342.00
Investments-PILT	4,123,445.79
Investments-Pronghorn Center Main R	1,382,148.58
Investments-SCFM County Road Fund	7,094,846.45
Investments-Short Term Future Capital	9,942,628.75
Investments-Town of Wright Rec Maint	1,736,313.73
Investments-Wyoming Lottery/Off Trac	3,969,937.23
Library	0.00
Little Thunder I&S	3,330.00
Lodging Tax	(0.00)
Los Caballos	0.00
McKenny	0.00
Meadow Springs I&S	697.00
Means	1,000.00
Means,Carter,N Hannum	0.00

Moon Ridge	2,250.00
Motor Vehicle County Fees	0.00
Motor Vehicle State Fees	83,247.52
Motor Vehicle Non Apportioned Fees	0.00
Motor Vehilce Temp Sticker/paper Fee	0.00
Mobile Machinery County Fees (MIP)	0.00
Mobile Machinery Pro-Rate (IRP)	0.00
Motor Vehicle Pro-Rate (MOP)	0.00
Motor Vehicle In Transit Permit	40.00
Motor Vehicle Temp Worker Decals	0.00
Museum	0.00
North Rangeland	0.00
Organ Donor Donations	20.00
Oriva Hills	2,200.00
Overbrook I&S	1,060.55
Peoples	729.00
Pineview	1,522.50
Pinnacle Heights	50.00
Prairieview	0.00
Predatory	0.00
Premium & Discounts	22,538.91
Rafter D	150.00
Recreation	0.00
Rock Road I&S	537.50
Rocky Point	823.86
Rustic Hills	2,050.00
Sales & Use Tax	895,864.71
School--1 Mill Optional	0.00
School--6 Mill County Wide	2,268,526.52
School--25 Mill Special School	9,452,194.56
School--BOCES	0.00
School--Cap Main	0.00
School--General School	81,081.78
School--Rec Mill	378,087.79
School Bond Redemption	0.00
School Bond Redemption Interest	0.00
Small Buttes	0.00
South Douglas Hwy	5,412.00
Southern Industrial	0.00
Southfork Estates	3,600.00
Southside	0.00
Special Escrow	15,380,969.50
Spring Hill Ranch I&S	0.00
Stonegate Estates	3,600.00
Sundog	0.00
Taxes-Transportable Homes	0.00
Taxes-2024	0.00
Taxes-Interest 2024	0.00
Taxes-2023	0.00
Taxes-Interest 2023	0.00
Taxes-2022	0.00
Taxes-Interest 2022	(0.00)
Taxes-2021	0.00
Taxes-Interest 2021	0.00
Taxes-2020	0.00
Taxes-Interest 2020	0.00
Taxes-2019	0.00
Taxes-Interest 2019	0.00
Taxes-2018	0.00
Taxes-Interest 2018	0.00
Taxes-2017	0.00
Taxes-Interest 2017	0.00
Taxes-2016	0.00
Taxes-Interest 2016	0.00
Taxes-2015	0.00
Taxes-Interest 2015	0.00
Taxes-2014	0.00
Taxes-Interest 2014	0.00
Taxes-2013	0.00
Taxes-Interest 2013	0.00

Taxes-2012	0.00
Taxes-Interest 2012	0.00
Taxes-2011	0.00
Taxes-Interest 2011	0.00
Taxes-2010	0.00
Taxes-Interest 2010	0.00
Taxes-2009	0.00
Taxes-Interest 2009	0.00
Taxes-2008	0.00
Taxes-Interest 2008	0.00
Taxes-2007	0.00
Taxes-Interest 2007	0.00
Taxes-2006	0.00
Taxes-Interest 2006	0.00
Taxes-2005	0.00
Taxes-Interest 2005	0.00
Taxes-2004	0.00
Taxes-Interest 2004	0.00
Taxes-2003	0.00
Taxes-Interest 2003	0.00
Taxes-2002	0.00
Taxes-Interest 2002	0.00
Taxes-2001	0.00
Taxes-Interest 2001	0.00
Taxes-2000	0.00
Taxes-Interest 2000	0.00
Taxes-1999	0.00
Taxes-Interest 1999	0.00
Taxes-1998	0.00
Taxes-Interest 1998	0.00
Taxes-1997	0.00
Taxes-Interest 1997	0.00
Taxes-1996	0.00
Taxes-Interest 1996	0.00
Taxes-1995	0.00
Taxes-Interest 1995	0.00
Taxes-1994	0.00
Taxes-Interest 1994	0.00
Taxes-1993	0.00
Taxes-Interest 1993	0.00
Taxes-1992	0.00
Taxes-Interest 1992	0.00
Taxes-1991	0.00
Taxes-Interest 1991	0.00
Taxes-1990	0.00
Taxes-Interest 1990	0.00
Taxes Paid in Protest	0.00
Town of Wright	6,129.23
Veterans Exemptions	0.00
Ward Creek I&S	3,950.00
Watercraft VIN Fees	0.00
Weed & Pest	152,626.06
Wessex Impr & Service	0.00
Wild Horse Creek I&S	900.00
Wildlife Conservation Donation	122.00
Wright Water & Sewer	8,813.55
	347,107,007.44
	347,107,007.44
	347,107,007.44
	0.00

SUMMARY

COUNTY TREASURER
of
Campbell County

9/30/2023

THE STATE OF WYOMING
ss.
County of Campbell

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

Yvonne Wagner Deputy
County Treasurer

Subscribed and sworn to before me this_____ day of _____ ,A.D. 2023.

County Clerk

Filed in the office of the County Clerk

_____, A.D. 2023

County Clerk.

Approved by the Board of County
Commissioners this _ day of_ , A.D. 2023

941 TAX REPORT

3RD QTR 2023

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

The State of Wyoming }
County of Campbell } ss.

This instrument was filed on the____day of_____ 20_____.

_____
County Clerk

By_____
Deputy

Form **941 for 2023: Employer's QUARTERLY Federal Tax Return**
(Rev. March 2023) Department of the Treasury — Internal Revenue Service

950122
OMB No. 1545-0029

Employer identification number (EIN) 83-6000103

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

Trade name *(if any)* Office of County Clerk

Address 500 S. Gillette Ave Ste 1600
Number Street Suite or room number

Gillette | WY | 82716
City State ZIP code

Foreign country name | Foreign province/county | Foreign postal code

Report for this Quarter of 2023 (Check one.)

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

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

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

Part 1: Answer these questions for this quarter.

1	Number of employees who received wages, tips, or other compensation for the pay period including: *Mar. 12* (Quarter 1), *June 12* (Quarter 2), *Sept. 12* (Quarter 3), or *Dec. 12* (Quarter 4)	1	720
2	Wages, tips, and other compensation	2	7,525,521.89
3	Federal income tax withheld from wages, tips, and other compensation	3	713,615.10
4	If no wages, tips, and other compensation are subject to social security or Medicare tax		☐ Check and go to line 6.

		Column 1		Column 2
5a	Taxable social security wages*	7,672,838.89	× 0.124 =	951,432.02
5a	(i) Qualified sick leave wages*	.	× 0.062 =	.
5a	(ii) Qualified family leave wages*	.	× 0.062 =	.
5b	Taxable social security tips	.	× 0.124 =	.
5c	Taxable Medicare wages & tips	7,672,838.89	× 0.029 =	222,512.33
5d	Taxable wages & tips subject to Additional Medicare Tax withholding	.	× 0.009 =	.

Include taxable qualified sick and family leave wages paid in this quarter of 2023 for leave taken after March 31, 2021, and before October 1, 2021, on line 5a. Use lines 5a(i) and 5a(ii) **only for taxable qualified sick and family leave wages paid in this quarter of 2023 for leave taken after March 31, 2020, and before April 1, 2021.*

5e	Total social security and Medicare taxes. Add Column 2 from lines 5a, 5a(i), 5a(ii), 5b, 5c, and 5d	5e	1,173,944.35
5f	Section 3121(q) Notice and Demand—Tax due on unreported tips (see instructions)	5f	.
6	Total taxes before adjustments. Add lines 3, 5e, and 5f	6	1,887,559.45
7	Current quarter's adjustment for fractions of cents	7	-0.21
8	Current quarter's adjustment for sick pay	8	.
9	Current quarter's adjustments for tips and group-term life insurance	9	.
10	Total taxes after adjustments. Combine lines 6 through 9	10	1,887,559.24
11a	Qualified small business payroll tax credit for increasing research activities. Attach Form 8974	11a	.
11b	Nonrefundable portion of credit for qualified sick and family leave wages for leave taken before April 1, 2021	11b	.
11c	Reserved for future use	11c	.

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

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

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

11d	**Nonrefundable portion of credit for qualified sick and family leave wages for leave taken after March 31, 2021, and before October 1, 2021**	11d	.
11e	**Reserved for future use**	11e	.
11f	**Reserved for future use**		
11g	**Total nonrefundable credits.** Add lines 11a, 11b, and 11d	11g	.
12	**Total taxes after adjustments and nonrefundable credits.** Subtract line 11g from line 10	12	1,887,559 . 24
13a	**Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Form 941-X, 941-X (PR), 944-X, or 944-X (SP) filed in the current quarter**	13a	1,887,559 . 24
13b	**Reserved for future use**	13b	.
13c	**Refundable portion of credit for qualified sick and family leave wages for leave taken before April 1, 2021**	13c	.
13d	**Reserved for future use**	13d	.
13e	**Refundable portion of credit for qualified sick and family leave wages for leave taken after March 31, 2021, and before October 1, 2021**	13e	1,887,559 . 24
13f	**Reserved for future use**	13f	.
13g	**Total deposits and refundable credits.** Add lines 13a, 13c, and 13e	13g	.
13h	**Reserved for future use**	13h	.
13i	**Reserved for future use**	13i	.
14	**Balance due.** If line 12 is more than line 13g, enter the difference and see instructions	14	0 . 00
15	**Overpayment.** If line 13g is more than line 12, enter the difference . Check one: ☐ Apply to next return. ☐ Send a refund.		

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

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

16 Check one:

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

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

Tax liability: **Month 1** .

Month 2 .

Month 3 .

Total liability for quarter . **Total must equal line 12.**

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

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

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

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

17 **If your business has closed or you stopped paying wages** . . . . . ☐ Check here, and enter the final date you paid wages / / ; also attach a statement to your return. See instructions.

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

19	**Qualified health plan expenses allocable to qualified sick leave wages for leave taken before April 1, 2021**	19	.
20	**Qualified health plan expenses allocable to qualified family leave wages for leave taken before April 1, 2021**	20	.
21	**Reserved for future use**	21	.
22	**Reserved for future use**	22	.
23	**Qualified sick leave wages for leave taken after March 31, 2021, and before October 1, 2021**	23	.
24	**Qualified health plan expenses allocable to qualified sick leave wages reported on line 23**	24	.
25	**Amounts under certain collectively bargained agreements allocable to qualified sick leave wages reported on line 23**	25	.
26	**Qualified family leave wages for leave taken after March 31, 2021, and before October 1, 2021**	26	.
27	**Qualified health plan expenses allocable to qualified family leave wages reported on line 26**	27	.
28	**Amounts under certain collectively bargained agreements allocable to qualified family leave wages reported on line 26**	28	.

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

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

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

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

☐ No.

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

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

Sign your name here

Print your name here: Cindy J. Lovelace

Print your title here: County Clerk

Date: 10 / 13 / 2023

Best daytime phone: 307-682-7285

Paid Preparer Use Only

Check if you're self-employed . . . ☐

Preparer's name

PTIN

Preparer's signature

Date / /

Firm's name (or yours if self-employed)

EIN

Address

Phone

City State ZIP code

960311

Schedule B (Form 941):

Report of Tax Liability for Semiweekly Schedule Depositors

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

OMB No. 1545-0029

Employer identification number (EIN): 83-6000103

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

Calendar year: 2023 (Also check quarter)

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

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

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

Month 1

1		9		17		25	
2		10		18		26	
3		11		19		27	308,200.60
4		12		20		28	
5		13	298,549.85	21		29	
6		14		22		30	
7		15		23		31	25,911.91
8		16		24			

Tax liability for Month 1: 632,662.36

Month 2

1		9		17		25	
2		10	313,867.13	18		26	
3		11		19		27	
4		12		20		28	
5		13		21		29	
6		14		22		30	
7		15		23		31	25,875.79
8		16		24	300,298.43		

Tax liability for Month 2: 640,041.35

Month 3

1		9		17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21	294,868.95	29	25,930.51
6		14		22		30	
7	294,056.07	15		23		31	
8		16		24			

Tax liability for Month 3: 614,855.53

Fill in your total liability for the quarter (Month 1 + Month 2 + Month 3) ▶

Total must equal line 12 on Form 941 or Form 941-SS.

Total liability for the quarter: 1,887,559.24

QUARTERLY 941 REPORT

Summary for Qtr 3, 2023
FICA: 1000 TO 1000 Medicare: 1100 TO 1100 FIT: 3000 TO 3000

FIT-Gross-Wages:	7,525,521.89	
FIT-Withheld:		713,615.10
FICA-Gross-Wages:	7,672,838.89	
	X 12.40%	
	951,432.02	
FICA-Gross-Tips:	.00	
	X 12.40%	
	.00	
Med-Gross-Wages:	7,672,838.89	
	X 2.90%	
	222,512.33	
High-Earner-Med-Gross-Wages: (Threshold: $ 0.00)	7,672,838.89	
	X .00%	
	.00	
Sick-Leave-Wages:	.00	
	X .00%	
	.00	
Family-Leave-Wages:	.00	
	X .00%	
	.00	
Total FICA/MED Taxes:		1,173,944.35
Total FIT/FICA/MED Taxes:		1,887,559.45
Advanced-EIC:		.00

Total employees in the pay period including September 12: 720

** END OF REPORT - Generated by Amanda M. Milnes **

QUARTERLY 941 REPORT

Schedule B Summary for Qtr 3, 2023

FICA: 1000 TO 1000 Medicare: 1100 TO 1100 FIT: 3000 TO 3000

MONTH 1:

	LIABILITY
DAY 13:	298550.05
DAY 27:	308200.57
DAY 31:	25911.85
TOTAL MONTH 1:	632662.47

MONTH 2:

	LIABILITY
DAY 10:	313867.26
DAY 24:	300298.06
DAY 31:	25875.84
TOTAL MONTH 2:	640041.16

MONTH 3:

	LIABILITY
DAY 7:	294056.36
DAY 21:	294868.99
DAY 29:	25930.47
TOTAL MONTH 3:	614855.82

** END OF REPORT - Generated by Amanda M. Milnes **

TAXPAYER NAME: COUNTY OF CAMPBELL TIN: xxxxx0103

Payment History

Your advanced search payment history is displayed at the bottom of this page.

PLEASE NOTE

- Only payments or scheduled transactions made through EFTPS will be reflected in the payment history. No IRS adjustments will be displayed.
- There may also be a delay before EFTPS payments are available in the official IRS records.

Search Results

Settlement Date	Initiation Date	Tax Form	Tax Period	Amount	Status
EFT Acknowledgment Number: 270367975499197					
2023-10-06	2023-10-05	941	2023/Q4	301,997.25	Settled
EFT Acknowledgment Number: 270367532570059					
2023-10-02	2023-09-26	941	2023/Q3	25,930.51	Settled
EFT Acknowledgment Number: 270366542908209					
2023-09-22	2023-09-21	941	2023/Q3	294,868.95	Settled
EFT Acknowledgment Number: 270365131029730					
2023-09-08	2023-09-07	941	2023/Q3	294,056.07	Settled
EFT Acknowledgment Number: 270364454974134					
2023-09-01	2023-08-29	941	2023/Q3	25,875.79	Settled
EFT Acknowledgment Number: 270363731963847					
2023-08-25	2023-08-24	941	2023/Q3	300,298.43	Settled
EFT Acknowledgment Number: 270362370316269					
2023-08-11	2023-08-10	941	2023/Q3	313,867.13	Settled
EFT Acknowledgment Number: 220361335275445					
2023-08-01	2023-07-31	941	2023/Q3	25,911.91	Settled
EFT Acknowledgment Number: 220360951944965					
2023-07-28	2023-07-27	941	2023/Q3	308,200.60	Settled
EFT Acknowledgment Number: 220359514751069					
2023-07-14	2023-07-13	941	2023/Q3	298,549.85	Settled
EFT Acknowledgment Number: 220359433645955					
2023-07-13	2023-07-12	941	2023/Q2	361.50	Settled
EFT Acknowledgment Number: 220358470361094					
2023-07-03	2023-06-29	941	2023/Q2	25,952.87	Settled
EFT Acknowledgment Number: 220358182574251					
2023-06-30	2023-06-29	941	2023/Q2	328,650.87	Settled
EFT Acknowledgment Number: 220356765298959					
2023-06-16	2023-06-15	941	2023/Q2	313,371.70	Settled
EFT Acknowledgment Number: 220355334426172					
2023-06-02	2023-06-01	941	2023/Q2	304,740.13	Settled
EFT Acknowledgment Number: 220355251148357					
2023-06-01	2023-05-31	941	2023/Q2	25,870.37	Settled
EFT Acknowledgment Number: 220353912635119					
2023-05-19	2023-05-18	941	2023/Q2	294,285.71	Settled
EFT Acknowledgment Number: 220352572481294					
2023-05-05	2023-05-04	941	2023/Q2	294,906.32	Settled

OFFICE
500 S. Gillette Avenue, Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX
www.campbellcountywy.gov

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS
Colleen Faber, Chairman
Del Shelstad
Jim Ford
Butch Knutson
Kelley McCreery

October 5, 2023

The Honorable Tracy Stone-Manning
Director
BUREAU OF LAND MANAGEMENT
U.S Department of the Interior
1849 C St., NW
Room 5646
Washington D.C. 20240
Email: https://eplanning.blm.gov/eplanning-ui/project/13853/510
mailto:BLM_WY_RockSpringsRMP@blm.gov
nculver@blm.gov

RE: Request to Withdraw the Bureau of Land Management (BLM) Draft Resource Management Plan (RMP) and Environmental Impact Statement (DEIS) for the Rock Springs RMP Revision, Wyoming

Dear Director Stone-Manning:

On behalf of the Campbell County Board of Commissioners (County), we respectfully request that the BLM withdraw the above referenced DEIS and work with the state and local cooperating agencies to develop a balanced alternative that more appropriately aligns with the custom and culture of the resource area.

On August 18, 2023, the BLM Rock Springs Field Office issued the RMP and associated DEIS for public review and comment and identified the Preferred Alternative as Alternative B, which emphasizes the conservation of resource values with constraints on resource uses and is the most conservation-oriented alternative with the most public lands identified for protection of physical, biological, and cultural resources. It is absurd that the BLM would consider this alternative as the preferred when the Rock Springs area is rich in mineral and energy reserves, the gateway for electric generation transmission, offers significant grazing opportunities, allows for all forms of recreation and multiple use.

While Campbell County is located in the northeast part of the State, our County is unique as our lands are comprised of approximately 12.5% federal surface and an estimated 87.5% federal minerals. We are also an energy rich area where mineral production is not only critical to our county, state and school systems but also for the nation in meeting energy demands. Wyoming embraces an all-of-the-above energy strategy and we are an energy state that exports approximately ninety-three percent (93%) of the energy we produce. We recognize the need and value in having a diverse energy production portfolio and southwest Wyoming contributes significantly to our State and nation in meeting these increased energy needs.

Without the critical tax revenue derived from the mineral industry in Campbell County along with all of the participating counties in southwest Wyoming, there would be insufficient funds to provide basic services at a level needed for the protection of the county residents' health, safety and security. Funding derived from mineral exploration and development, grazing, agriculture, recreation and tourism constitutes a significant portion of revenue used to pay for essential services, including roads, fire protection, courthouses and judicial systems, libraries, landfills, hospitals, law enforcement, airports, recreation, public health, and senior citizen centers. Any curtailment of leasing and development activity significantly impacts the socio-economics of the communities and eliminates a critical funding stream for not just Campbell County, but all counties, the State of Wyoming and its residents, which will cause reductions to budgets for human services, education, infrastructure and law enforcement.

In addition to the impacts associated with the socioeconomics outlined above, Wyoming counties serve as a legal arm of the state entrusted with carrying out statutory and regulatory goals at the local level. County governments operate at the forefront to ensure our communities are economically vibrant, safe, and healthy places to live and work. Counties across Wyoming contain varying percentages of federal, state, and private land, that need thoughtful management.

As co-regulators, counties have prepared comprehensive plans and natural resource plans to serve as the basis for communicating and coordinating with the federal government and its agencies on land and natural resource management issues. Communication, coordination, and collaboration with federal agencies is vital, especially where significant federal lands and minerals exists, and management decisions can significantly impact the customs, culture, and socioeconomics of our counties.

Furthermore, the National Environmental Policy Act (NEP) establishes a national policy and goals for the protection, maintenance, and enhancement of the environment. Two key requirements of NEPA are that agencies consider alternatives and that the public officials and citizens are involved in the decision-making process. NEPA established a Council on Environmental Quality (42 US Code [USC] 4321 [1970]), which issued regulations for implementing provisions of the law (40 Code of Federal Regulations [CFR] 1500-1508 [1970]). In these regulations is the requirement that federal agencies to consider and use local planning documents during their decision making and planning efforts (40 CFR 1506.2 [1978] and 43 CFR 1610.3-2(a) [1983]).

Moreover, the Federal Land Policy and Management Act (FLPMA) provides a framework for managing public lands that requires a systematic, interdisciplinary approach and requires coordination in land-use planning with other state and federal agencies. Under FLPMA (43 USC 1712 [1976]), the BLM is required to stay apprised of local land use plans, assure consideration is given to local land use plans, assist in resolving inconsistencies with state and local land use plans, and provide meaningful opportunities for local government officials to participate in the development of land use programs, regulations, and decisions for public lands that may have a significant impact on non-federal lands such as state or private property.

According to the Sweetwater County Federal Lands and Resource Plan dated June 7, 2022 and certified through Resolution 2022-06-CC-01:

> *"Over 73 percent of the land within Sweetwater County is owned by the United States and managed by several federal agencies, including the Bureau of Land Management (BLM), U.S. Forest Service, U.S. Fish and Wildlife Service, and the Bureau of Reclamation...Due to the County's historical use of these lands and the accompanying resources, decisions made by federal land agencies directly impact County residents and the economy. With respect to "federal land management," the County continues to support "multiple-*

use" management practices, public-land resource use and development, and improved public and private access to and across public lands. The abundance and availability of natural resources within the region provide a variety of economic development opportunities including, but not limited to, mining and mineral production, gas, oil, trona, potash, lithium, and uranium development; timber production; agriculture and grazing; and tourism and outdoor recreation."

BLM must better align with local natural resource plans. The Preferred Alternative "B" does not meet the mandate of multiple use and sustained yield as provided in FLPMA and it appears to solely support the management of conservation or preservation of lands in the RMP area through special designations including a historic level of Areas of Critical Environmental Concern (ACECs), limited or no leasing of minerals and land use allocations, restrictions for access to federal lands, along with other restrictive management prescriptions. This is unacceptable and our County clearly cannot support such a document that has negative impacts on our local communities and the State.

Currently the federal agency is not in any way consistent with the local county land use plans either substantively or procedurally which violates FLPMPA and NEPA. Campbell County implores BLM to withdraw this DEIS in its entirety. Furthermore, the County strongly urges BLM to review all of the local county natural resource plans (Fremont, Lincoln, Sweetwater, Sublette and Uinta Counties) affected by this decision and coordinate with the state and local county cooperating agencies that work, recreate and earn a livelihood in this area. Only then can the agency develop a preferred alternative that is consistent with those local plans as allowed by law and provides for a balance between conservation and protection and economic growth.

Should you have questions or require additional information, do not hesitate to contact me at 307-682-7283 colleen.faber@campbellcountywy.gov. We look forward to your response of Wyoming Governor Mark Gordon's request by October 17 as specified in his letter dated September 26, 2023.

Sincerely,

Colleen D. Faber

Colleen D. Faber, Chairwoman
Campbell County Board of Commissioners

CC: Director Andrew Archuleta, Wyoming State BLM
Kimberlee Foster, Rock Springs Field Manager
The Honorable Governor Mark Gordon
United States Senator John Barrasso
United States Senator Cynthia Lummis
United States Congresswoman Harriet Hageman
Fremont County Board of Commissioners
Lincoln County Board of Commissioners
Sweetwater County Board of Commissioners
Sublette County Board of Commissioners
Uintah County Board of Commissioners
Jerimiah Rieman, Wyoming County Commissioners Association

APPLICATION DETAILS

APPLICATION PROFILE

Participant	CAMPBELL COUNTY
Fiscal Year	2023
Number of Agencies Applied	0
Total Number of Officers for Application	107
Number of Officers on Approved Applications	107

APPLICATION PROFILE

Fiscal Year		2023
Vest Replacement Cycle ⓘ		5
Number of Officers		107
Number of Emergency Replacement Needs ⓘ	**Number of Stolen or Damaged**	0
	Number of Officer Turnover	5

APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
SLD-PLUS	13	$629.10	$8,178.30	$0.00	$8,178.30
Grand Totals	**13**		**$8,178.30**	**$0.00**	**$8,178.30**

AWARD SUMMARY FOR FY2023 REGULAR SOLICITATION

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	$8,178.30	$4,089.15	10/02/23	Approved by BVP
Grand Totals:	$8,178.30	$4,089.15		

RETURN

REVIEW APPLICATION

Application Profile

Application

NIJ Approved Vests

Submit Application

Below is the current status of your application.

REVIEW BVP APPLICATION FOR FUNDING

Applicant	Quantity	Total Cost	Date Submitted	Application Status
CAMPBELL COUNTY	13	$8,178.30		Approved by BVP
Grand Totals:	13	$8,178.30		

From: Bureau of Justice Assistance <BJA@public.govdelivery.com>
Sent: Friday, September 29, 2023 3:15 PM
To: Eric M. Seeman <Eric.Seeman@campbellcountywy.gov>
Subject: BJA Patrick Leahy Bulletproof Vest Partnership (BVP) – FY 2023 Award Announcement

You don't often get email from bja@public.govdelivery.com. Learn why this is important

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

View as a webpage / Share

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2023 Patrick Leahy Bulletproof Vest Partnership (BVP) program. These funds have been posted to your account in the BVP System. A complete list of FY 2023 BVP awards is now available at the following link: https://bja.ojp.gov/funding/fy23-bvp-awards.pdf.

Important: Jurisdictions must be registered and include updated banking information in the System for Award Management (SAM) (https://www.sam.gov/SAM/) to receive reimbursement. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit: https://sam.gov/content/help. The SAM Helpdesk can be reached at 866-606-8220.

The FY 2023 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2023. The deadline to request payments from the FY 2023 award is August 31, 2025, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

As a reminder, body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) Compliance Testing Program and found to comply with the most current NIJ body armor standards, appear on the NIJ Compliant Products List as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application.

In addition, the federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent. However, jurisdictions may request a financial or natural disaster hardship waiver during the payment request process and receive up to 100 percent of the cost of each body armor vest submitted for reimbursement. Additional information regarding match waivers can be found in the BVP FAQs, and detailed

instructions on the process for requesting a waiver and the documentation required can be found in the Submitting Payment Requests in BVP User Guide.

Please contact the BVP Helpdesk at 1-877-758-3787 or email vests@usdoj.gov if you have any questions regarding the above information. Please also visit the BVP website for additional information regarding the BVP Program.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance (ojp.gov). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative: BJA VALOR INITIATIVE (ojp.gov).

Sincerely, BVP Program Support Team

Bureau of Justice Assistance

BJA offers many resources, training and technical assistance, and policy development services to support local, state, and tribal governments in achieving safer communities.

Connect With Us

www.bja.ojp.gov

If you no longer want to receive email notifications from NewsFromBJA, you can unsubscribe here.

This email was sent to eric.seeman@campbellcountywy.gov using GovDelivery Communications Cloud on behalf of Department of Justice · Washington, DC

GOVDELIVERY

09/05/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 2021-249

NAME: BEAUTY BY CHERYL

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED-OWNER DECEASED

☐ PARTIAL
☐ REBATE
☑ CANCELLATION

YEAR: 2021 TAX NOTICE NO.

ACCOUNT/PARCEL# 30060384

DISTRICT NO. 0150

ASSESSED VALUATION: 239

AMOUNT:$ 16.31

Tony A. C Romero COUNTY ASSESSOR

APPROVED: ☐ DENIED: ☐

THIS _____ DAY OF _____, 20 ___

_____

_____

_____

_____

_____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ___

_____ COUNTY CLERK

9-5-2023 Cancellation # 2021-249

Campbell County

Rachael Knust, Treasurer

2021 PERSONAL PROPERTY TAX BILL

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

PO. Box 1027
Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin
0150	030060384	P0060384	33330006038400

BEAUTY BY CHERYL
ATTN CHERYL PRUITT
PO BOX 2693
GILLETTE, WY 82717-2693

Cancel - Business closed owner deceased

Assessed Valuation	
Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	239
Total Valuation	239
Mill Levy	68.225
General Taxes	16.31
Special Taxes	0.00
Total Tax	$16.31
First Installment	$8.16
Delinquent after November 10, 2021	
Second Installment	$8.15
Delinquent after May 10, 2022	

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

Legal Description
LOCATION: 401 S EMERSON AVE
PERSONAL PROPERTY

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

TAX DOLLAR USE

TAXING AUTHORITY	LEVY AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.235	2.68
CITY OF GILLETTE TRUST FUND	8.000	1.91
CNTY HOSPITAL DIST TRUST FUND	3.000	.72
CNTY SPEC CEMETERY BOARD TRUST	.901	.22
CNTY UNIFIED SPEC DIST TRST FD	25.000	5.98
CNTY WEED & PEST BOARD TRUST	.589	.14
COOPERATIVE HIGHER EDUC SERV	.500	.12
COUNTY WIDE SCHOOL TRUST FUND	6.000	1.44
STATE OF WY FOUND PRG TRST FND	12.000	2.86
UNIFIED SCHOOL - RECREATION	1.000	.24
TOTAL	68.225	16.31

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

OR

PAY YOUR 2021 TAX ONLINE AT:
https://itax.tylertech.com/CampbellWY/

DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2021. 2nd half installments are delinquent after May 10, 2022.
Any delinquent installment will bear interest at 18%.
Interest on first installment will be forgiven if TOTAL TAX is paid ON OR BEFORE December 31, 2021

Tax bills are always sent directly to taxpayers. Mortgage companies are provided tax information electronically. Please contact your mortgage company directly if in doubt about payment responsibility.

THIS IS THE ONLY BILL YOU WILL RECEIVE!

2021 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

BEAUTY BY CHERYL
ATTN CHERYL PRUITT
PO BOX 2693
GILLETTE, WY 82717-2693

Parcel# : 030060384

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): $8.16
Total Tax (Due on or before 12/31/2021): $16.31

2021 SECOND INSTALLMENT COUPON

BEAUTY BY CHERYL
ATTN CHERYL PRUITT
PO BOX 2693
GILLETTE, WY 82717-2693

Parcel# : 030060384

Second Installment (Due on or before 05/10/2022): $8.15

CAMPBELL COUNTY TREASURER
TB INTERFACE - BILLING INTERFACE TO GL

JNL 774 9-12-2023

M	Debit/ Credit	Fund	Account Number	Transaction Description	Cutoff Date	Interface Amount
G	D	001	1000-00-000-000-0000-23740	21 CAMPBELL COUNTY GOVERNMENT	09/15/2023	-2.68
G	C	001	1000-00-000-000-0000-12021	21 CAMPBELL COUNTY GOVERNMENT	09/15/2023	-2.68
G	D	541	5000-00-000-000-0000-23740	21 COOPERATIVE HIGHER EDUC SERV	09/15/2023	-0.12
G	C	541	5000-00-500-541-0000-12021	21 COOPERATIVE HIGHER EDUC SERV	09/15/2023	-0.12
G	D	542	5000-00-000-000-0000-23740	21 UNIFIED SCHOOL - RECREATION	09/15/2023	-0.24
G	C	542	5000-00-500-542-0000-12021	21 UNIFIED SCHOOL - RECREATION	09/15/2023	-0.24
G	D	558	5000-00-000-000-0000-23740	21 CNTY HOSPITAL DIST TRUST FUND	09/15/2023	-0.72
G	C	558	5000-00-500-558-0000-12021	21 CNTY HOSPITAL DIST TRUST FUND	09/15/2023	-0.72
G	D	559	5000-00-000-000-0000-23740	21 CNTY UNIFIED SPEC DIST TRST FD	09/15/2023	-5.98
G	C	559	5000-00-500-559-0000-12021	21 CNTY UNIFIED SPEC DIST TRST FD	09/15/2023	-5.98
G	D	560	5000-00-000-000-0000-23740	21 COUNTY WIDE SCHOOL TRUST FUND	09/15/2023	-1.44
G	C	560	5000-00-500-560-0000-12021	21 COUNTY WIDE SCHOOL TRUST FUND	09/15/2023	-1.44
G	D	561	5000-00-000-000-0000-23740	21 CNTY SPEC CEMETERY BOARD TRUS	09/15/2023	-0.22
G	C	561	5000-00-500-561-0000-12021	21 CNTY SPEC CEMETERY BOARD TRUS	09/15/2023	-0.22
G	D	562	5000-00-000-000-0000-23740	21 CNTY WEED & PEST BOARD TRUST	09/15/2023	-0.14
G	C	562	5000-00-500-562-0000-12021	21 CNTY WEED & PEST BOARD TRUST	09/15/2023	-0.14
G	D	571	5000-00-000-000-0000-23740	21 STATE OF WY FOUND PRG TRST FND	09/15/2023	-2.86
G	C	571	5000-00-500-571-0000-12021	21 STATE OF WY FOUND PRG TRST FND	09/15/2023	-2.86
G	D	576	5000-00-000-000-0000-23740	21 CITY OF GILLETTE TRUST FUND	09/15/2023	-1.91
G	C	576	5000-00-500-576-0000-12021	21 CITY OF GILLETTE TRUST FUND	09/15/2023	-1.91

** Total Debits:	$-16.31
Credits:	$-16.31
Revenue:	$0.00
** Total Credits:	$-16.31

Tyler Technologies Tax-Wise© County Taxation Software

INTERFACE SUBTOTAL

Tax Year	Tax Type	Interface Amount
2021	PP	-16.31

Tyler Technologies Tax-Wise© County Taxation Software

Date: 09/15/2023
Time: 13:39:31

CAMPBELL COUNTY TREASURER
TB INTERFACE - BILLING INTERFACE TO GL

Oper: rek03

RANGES		*OPTIONS*	
TAX YEAR:	*(R) 2021 - 2021*	*INTERFACE FILENAME:*	*091523TB.XLSX*
TAX TYPE:	*(A)*	*UNINTER. DATA INQ:*	*N*
PARCEL#:	*(R) 30060384 - 30060384*	*REPORT TYPE:*	*D*
TRANSACTION DATE:	*(R) 09/07/2023 - 09/07/2023*	*INCL RANGES/OPTIONS?:*	*Y*

Tax Year	Tax Type	Parcel#	Misc Code	Levy Dist	Acc Code	Interfaced First Half	Bill/Rev Date	Interfaced Second Half	Bill/Rev Date	Interfaced Total Amount
2021	PP	030060384	0000	0150	R3	-8.16	09/07/2023	-8.15	09/07/2023	-16.31
				TOTAL						$-16.31

09/05/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 2021-250

NAME: BEAUTY BY CHERYL

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED-OWNER DECEASED 9-7

☐ PARTIAL
☐ REBATE
☑ CANCELLATION

YEAR: 2022 TAX NOTICE NO.

ACCOUNT/PARCEL# 30060384

DISTRICT NO. 0150

ASSESSED VALUATION: 237

AMOUNT:$ 16.72

Tony McClements COUNTY ASSESSOR

APPROVED: ☐ DENIED: ☐

THIS _____ DAY OF _____, 20 ___

_____

_____

_____

_____

_____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ___

_____ COUNTY CLERK

9-5-2023 Cancellation # 2021-250

Campbell County

Rachael Knust, Treasurer

2022 PERSONAL PROPERTY TAX BILL

(307) 682-7268
https://www.campbellcountywy.gov

PO. Box 1027
Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin
0150	030060384	P0060384	33330006038400

Cancel - Business closed owner deceased

BEAUTY BY CHERYL
ATTN CHERYL PRUITT
PO BOX 2693
GILLETTE, WY 82717-2693

Assessed Valuation

Real Estate Value	0
Improvements/Buildings Value	0
Personal Property Value	237
Total Valuation	237
Mill Levy	70.553
General Taxes	16.72
Special Taxes	0.00
Total Tax	$16.72
First Installment	$8.36
Delinquent after November 10, 2022	
Second Installment	$8.36
Delinquent after May 10, 2023	

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

Legal Description
LOCATION: 401 S EMERSON AVE
PERSONAL PROPERTY

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

TAX DOLLAR USE

TAXING AUTHORITY	LEVY AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.235	2.66
CITY OF GILLETTE TRUST FUND	8.000	1.90
CNTY HOSPITAL DIST TRUST FUND	3.000	.72
CNTY SPEC CEMETERY BOARD TRUST	.862	.20
CNTY UNIFIED SPEC DIST TRST FD	25.000	5.92
CNTY WEED & PEST BOARD TRUST	.411	.10
COLLEGE FOUNDATION PROGRAM	2.545	.60
COOPERATIVE HIGHER EDUC SERV	.500	.12
COUNTY WIDE SCHOOL TRUST FUND	6.000	1.42
STATE OF WY FOUND PRG TRST FND	12.000	2.84
UNIFIED SCHOOL - RECREATION	1.000	.24
TOTAL	70.553	16.72

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

OR

PAY YOUR 2022 TAX ONLINE AT:
https://itax.tylertech.com/CampbellWY/

DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2022. 2nd half installments are delinquent after May 10, 2023.
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THIS IS THE ONLY BILL YOU WILL RECEIVE!

2022 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

BEAUTY BY CHERYL
ATTN CHERYL PRUITT
PO BOX 2693
GILLETTE, WY 82717-2693

Parcel# : 030060384

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2022): $8.36
Total Tax (Due on or before 12/31/2022): $16.72

2022 SECOND INSTALLMENT COUPON

BEAUTY BY CHERYL
ATTN CHERYL PRUITT
PO BOX 2693
GILLETTE, WY 82717-2693

Parcel# : 030060384

Second Installment (Due on or before 05/10/2023): $8.36

JNL 772 9-12-2023

M	Debit/ Credit	Fund	Account Number	Transaction Description	Cutoff Date	Interface Amount
G	D	001	1000-00-000-000-0000-23740	22 CAMPBELL COUNTY GOVERNMENT	09/15/2023	-2.66
G	C	001	1000-00-000-000-0000-12022	22 CAMPBELL COUNTY GOVERNMENT	09/15/2023	-2.66
G	D	541	5000-00-000-000-0000-23740	22 COOPERATIVE HIGHER EDUC SERV	09/15/2023	-0.12
G	C	541	5000-00-500-541-0000-12022	22 COOPERATIVE HIGHER EDUC SERV	09/15/2023	-0.12
G	D	542	5000-00-000-000-0000-23740	22 UNIFIED SCHOOL - RECREATION	09/15/2023	-0.24
G	C	542	5000-00-500-542-0000-12022	22 UNIFIED SCHOOL - RECREATION	09/15/2023	-0.24
G	D	550	5000-00-000-000-0000-23740	22 COLLEGE FOUNDATION PROGRAM	09/15/2023	-0.60
G	C	550	5000-00-500-550-0000-12022	22 COLLEGE FOUNDATION PROGRAM	09/15/2023	-0.60
G	D	558	5000-00-000-000-0000-23740	22 CNTY HOSPITAL DIST TRUST FUND	09/15/2023	-0.72
G	C	558	5000-00-500-558-0000-12022	22 CNTY HOSPITAL DIST TRUST FUND	09/15/2023	-0.72
G	D	559	5000-00-000-000-0000-23740	22 CNTY UNIFIED SPEC DIST TRST FD	09/15/2023	-5.92
G	C	559	5000-00-500-559-0000-12022	22 CNTY UNIFIED SPEC DIST TRST FD	09/15/2023	-5.92
G	D	560	5000-00-000-000-0000-23740	22 COUNTY WIDE SCHOOL TRUST FUND	09/15/2023	-1.42
G	C	560	5000-00-500-560-0000-12022	22 COUNTY WIDE SCHOOL TRUST FUND	09/15/2023	-1.42
G	D	561	5000-00-000-000-0000-23740	22 CNTY SPEC CEMETERY BOARD TRUS	09/15/2023	-0.20
G	C	561	5000-00-500-561-0000-12022	22 CNTY SPEC CEMETERY BOARD TRUS	09/15/2023	-0.20
G	D	562	5000-00-000-000-0000-23740	22 CNTY WEED & PEST BOARD TRUST	09/15/2023	-0.10
G	C	562	5000-00-500-562-0000-12022	22 CNTY WEED & PEST BOARD TRUST	09/15/2023	-0.10
G	D	571	5000-00-000-000-0000-23740	22 STATE OF WY FOUND PRG TRST FND	09/15/2023	-2.84
G	C	571	5000-00-500-571-0000-12022	22 STATE OF WY FOUND PRG TRST FND	09/15/2023	-2.84
G	D	576	5000-00-000-000-0000-23740	22 CITY OF GILLETTE TRUST FUND	09/15/2023	-1.90
G	C	576	5000-00-500-576-0000-12022	22 CITY OF GILLETTE TRUST FUND	09/15/2023	-1.90

** Total Debits:	$-16.72
Credits:	$-16.72
Revenue:	$0.00
** Total Credits:	$-16.72

Tyler Technologies Tax-Wise© County Taxation Software

INTERFACE SUBTOTAL

Tax Year	Tax Type	Interface Amount
2022	PP	-16.72

Tyler Technologies Tax-Wise© County Taxation Software

CAMPBELL COUNTY TREASURER
TB INTERFACE - BILLING INTERFACE TO GL

RANGES	
TAX YEAR:	*(R) 2022 - 2023*
TAX TYPE:	*(A)*
PARCEL#:	*(R) 30060384 - 30060384*
TRANSACTION DATE:	*(R) 09/07/2023 - 09/07/2023*

OPTIONS	
INTERFACE FILENAME:	*091523TB.XLSX*
UNINTER. DATA INQ:	*N*
REPORT TYPE:	*D*
INCL RANGES/OPTIONS?:	*Y*

Tax Year	Tax Type	Parcel#	Misc Code	Levy Dist	Acc Code	Interfaced First Half	Bill/Rev Date	Interfaced Second Half	Bill/Rev Date	Interfaced Total Amount
2022	PP	030060384	0000	0150	R3	-8.36	09/07/2023	-8.36	09/07/2023	-16.72
				TOTAL						$-16.72

Tyler Technologies Tax-Wise® County Taxation Software

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: County Attorney's Office

DATE: **10/06/2023**

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: Moving money to cover additional Judicial Dialog Yearly cost.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
10/05/2023	$595.35	100061-62260	Prof. Serv.	100061-62720	Software Cost

Department Head Signature: _____

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Extension Office

DATE: 10/11/2023

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: Please transfer $200.00 from 100106.62450 to 100106.64150 for gasoline expenses.

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
10/11/2023	$200.00	100106.62450	EE Dev Meet Trav Meal Lodge	100106.64150	Gasoline

Department Head Signature: _____

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland

FROM: Kristin Young/Jane Glaser

DATE: 9/27/2023 FY24

SUBJECT: Public Health Line Item Transfer Request for Grants

JUSTIFICATION: Approved grant expenditures under respective grants below. No change to revenue budget needed.

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
9/27/2023	$1717.86	310406-67040	Fed Op Grant HlthWelCult Rec 406G23PMO	310406-68220	Cap Outlay-Computer/Tech Equip 406G23PMO-CAPEQUIP
9/27/2023	$1717.86	310401-67040	Fed Op Grant HlthWelCult Rec 401GF23VAC	310401-68220	Cap Outlay-Computer/Tech Equip 401GF23VAC-CAPEQUIP

Kristi YJ

Department Head Signature: _____

Commissioner Signature: _____

Position Vacancy Justification 2023-099

Department:	**Coroner**		Date:	**10/13/2023**
Position Title:	**Assistant to Coroner's Office**			
Classification Grade:	**N/A**	Current Salary of Incumbent:	**N/A**	
Salary Range:	Min **20.00 per hour**	Mid	Max	
Justification for Hiring Position:	Needed for transportation and assistance to Coroner/Deputy Coroners			
Termed Incumbent:	N/A			
Position Originated:	Budgeted			
Funding Source for Position:	County: **X**	State:	Federal:	Other: / Explain Other:
Status Code:	Full-Time	Part-Time **X**	Number of Annual Hours:	**1040 Max**
Reason for Vacancy:	Replacement due to Termination:	Replacement due to Retirement:	New Position: X	
Existing Budgeted Position:	**Yes**			
Benefit Eligible:	**No**			
Department Head Signature & Date				
H.R. Resources Director Approval & Date		10/13/2023		
Commissioner Approval & Date				

2023-098

Position Vacancy Justification

Department:	**Road & Bridge**			Date:	**October 10, 2023**
Position Title:	**Senior Equipment Operator**				
Classification Grade:	**107**		Current Salary of Incumbent:	**$31.03**	
Salary Range:	Min **$22.64**		Mid **$28.77**	Max **$34.89**	
Justification for Hiring Position:	Sr. equipment operator retired. Currently budgeted position that is needed to continue to maintain roads and infrastructure.				
Termed Incumbent:					
Position Originated:					
Funding Source for Position:	County: **X**	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time **X**	Part-Time	Number of Annual Hours:		**2,080**
Reason for Vacancy:	Replacement due to Termination: No		Replacement due to Retirement: YES		New Position: No
Existing Budgeted Position:	**Yes**				
Benefit Eligible:	**Yes**				
Department Head Signature & Date	Kevin J Weis 10-10-2023				
H.R. Resources Director Approval & Date	Crystal Nichols 10/10/23				
Commissioner Approval & Date					

The following page(s) contain the backup material for Agenda Item: 9:05 Employee Years of Service Recognition

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

CAMPBELL COUNTY EMPLOYEE RECOGNITION COMMITTEE
500 SOUTH GILLETTE AVENUE, SUITE #1200
GILLETTE, WY 82716

MEMORANDUM

TO: Campbell County Board of Commissioners
Colleen Faber, Chair
Del Shelstad
Jim Ford
Butch Knutson
Kelley McCreery

FROM: Sarah Marrington, Reference Services Specialist, ERC Chairperson
Jennifer Points, HR/Risk Management Specialist, ERC HR Liaison

DATE: October 17, 2023

SUBJECT: October Years of Service Awards

The Campbell County Employee Recognition Committee (ERC) would like to recognize employees from the following departments for their dedicated years of service, commitment, and valuable contributions to Campbell County.

- Human Resources/Risk Management Department
  - Susan Goff, Senior Administrative Assistant, 10 Years of Service
- Clerk's Office
  - Marie Coleman, Deputy County Clerk III, 10 Years of Service
- Information Technology Services
  - David Kelsay, Senior Support System Analyst, 15 Years of Service
  - Natalie Linneman, Senior Network Support Analyst, 15 Years of Service

Thank you for your consideration.

Campbell County Employees Years of Service Recognition
October 17, 2023 Commissioners Meeting

FEBRUARY				
GOFF	SUSAN	HUMAN RESOURCES RISK MANAGEMEN	ADMINISTRATIVE ASST, SENIOR	10 YEARS
MARCH				
COLEMAN	MARIE	CLERK'S OFFICE	DEPUTY COUNTY CLERK III	10 YEARS
AUGUST				
LINNEMAN	NATALIE	INFORMATION TECHNOLOGY SERVICES	SYSTEM SUPPORT ANALYST SENIOR	15 YEARS
OCTOBER				
KELSAY	DAVID	INFORMATION TECHNOLOGY SERVICES	NETWORK SUPPORT ANALYST SENIOR	15 YEARS

The following page(s) contain the backup material for Agenda Item: 9:10 Contract for Services, Gabriel Project of Wyoming

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

CONTRACT FOR SERVICES AGREEMENT
GABRIEL PROJECT OF WYOMING, INC.
Fiscal Year 2023-2024

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and Gabriel Project of Wyoming, Inc., PO Box 12, Wyoming, 82717(hereafter, "CONTRACTOR").

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

Term: This agreement shall be in effect for a one-year term beginning July 1, 2023 and ending on June 30, 2024.

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of $5,000 for services outlined below.

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

Responsibilities of Contractor: CONTRACTOR shall:

1. Start-up funding for expenditures with the following conditional requirements: (1) funds shall be utilized for the purchase of material assistance (ex. diapers, wipes, car seats, baby supplies) and (2) a portion of services must be provided in the Wright community.
2. Monthly Reimbursement packet submitted to the Campbell County CARE Board via email to Kristin Young kristin.young@campbellcountywy.gov and Sandra Beeman sandra.beeman@campbellcountywy.gov in the Campbell County Commissioners Office by the 11th of each month. A 'Monthly Reimbursement Packet' must contain the following:
    a. A signed invoice using 'Attachment A' '2023-2024 County 1% Tracking Workbook' . The invoice must be signed for each monthly tab.
    b. Email the '2023-2024 County 1% Tracking Workbook' in Excel workbook 'Attachment A' along with the expenditure packet.
    c. Supporting documentation of all amounts appearing on the invoice.
    d. *As applicable*: Itemized receipts/invoices detailing expenditures. An itemized receipt has the following elements:
        i. The vendor/place of purchase with address.
        ii. The amount.
            1. If the organization is exempt from paying sales tax, sales tax is not reimbursable. Do not include it in the reimbursement total. If sales

tax is on the receipt, cross it out and make a note that sales tax was removed. Exceptions for out-of-state purchases may be made on a case-by-case basis.

iii. The detail of what was purchased. If it is unclear, please write notes on what the expenditure was. For example, if the receipt says: DZ BOX ASSORT, make the note '1 dozen bagels' to explain the purchase.

iv. The date.

v. Clearly indicate the amount charged to the county and the amount charged to another funding source if the organization must split up bills.

vi. For services rendered: statement(s) of service. Individual names may be redacted and instead client numbers provided.

vii. For scholarships: Proof of program enrollment or applicable statement for scholarships. Individual names may be redacted and instead client numbers provided.

e. *As applicable*: For grants-in-aid (including scholarships), please complete the 'Grants-in-aid' spreadsheet provided (Attachment B), in addition to providing all the supporting documentation above from 2d.

f. *As applicable*: Salary/Employee Fringe Benefits detail/payroll report – Must clearly indicate the amount charged to the county and provide supporting documentation such as timesheets and pay detail.

g. The county can be invoiced only for received expenditures for which the organization has already paid. *Exceptions to this are services and scholarships considered grants-in-aid.* It is recommended, but not required, to provide in the 'Monthly Reimbursement Packet' proof of payment to the vendor along supporting documentation in any one of the following forms:

i. Canceled check

ii. Bank statements

iii. Reconciliation statement showing the check number and that the payment was received or "cashed"

iv. General ledger posting proof of reconciliation (budget detail with check #)

v. The county may request the above items at any time as part of our monitoring process.

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

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

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

6. **Campbell County would like to track 1% funds used to support community services for Veterans. The County would like to encourage organizations to add ***voluntary*** disclosure of Veteran status to intake forms or some other form for collecting this information appropriate to your organization. Suggested wording:**

> Voluntary Disclosure - This information will be kept confidential and will only be used for reporting purposes on 1% funds used for services provided and for no other purpose. Providing this information may help the County and this organization maintain and or increase services in the future.

Are you, or someone in your household, a veteran?

Yes/No/Choose not to Answer

As applicable, organizations will be asked to provide the number of Veterans served if such information is provided to your organization.

Miscellaneous Provisions:

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

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

Signatures:

CAMPBELL COUNTY

_____ _____

Colleen Faber, Chairman
Board of Commissioners

Date

ATTEST:

_____

Cindy Lovelace, County Clerk

GABRIEL PROJECT OF WYOMING, INC.

Shannon Moodry
Shannon Moodry

8-25-23

Chair (print & sign)
Board of Directors

Date

ATTEST:

_____

Secretary (print & sign)

The following page(s) contain the backup material for Agenda Item: 9:15 Contract for Services, Gillette Main Street

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

CONTRACT FOR SERVICES AGREEMENT
GILLETTE MAIN STREET
Fiscal Year 2023-2024

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and Gillette Main Street, P.O. Box 7256, Gillette, Wyoming, 82716 (hereafter, "CONTRACTOR").

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

Term: This agreement shall be in effect for a one-year term beginning July 1, 2023 and ending on June 30, 2024.

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of $1,000 for services outlined below.

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

Responsibilities of Contractor: CONTRACTOR shall:

1. Utilize funds for costs associated with marketing, pumpkins and kids activities for the Fall Festival event.
2. Submit 'Reimbursement Request' to the Campbell County Commissioners Office via email to Kristin Young kristin.young@campbellcountywy.gov and Sandra Beeman sandra.beeman@campbellcountywy.gov by the 11th of each month. A 'Reimbursement Request' must contain the following:
    a. An invoice.
    b. Supporting documentation of all amounts appearing on the invoice.
    c. *As applicable*: Itemized receipts/invoices detailing expenditures. An itemized receipt has the following elements:
        i. The vendor/place of purchase with address.
        ii. The amount.
            1. If the organization is exempt from paying sales tax, sales tax is not reimbursable. Do not include it in the reimbursement total. If sales tax is on the receipt, cross it out and make a note that sales tax was removed. Exceptions for out-of-state purchases may be made on a case by case basis.

iii. The detail of what was purchased. If it is unclear, please write notes on what the expenditure was. For example, if the receipt says: DZ BOX ASSORT, make the note '1 dozen bagels' to explain the purchase.
iv. The date.
v. Clearly indicate the amount charged to the county and the amount charged to another funding source if the organization must split up bills.
vi. For services rendered: statement(s) of service. Individual names may be redacted and instead client numbers provided.

d. The county can be invoiced only for received expenditures for which the organization has already paid. It is recommended, but not required, to provide in the 'Reimbursement Request' proof of payment to the vendor along supporting documentation in any one of the following forms:
   i. Canceled check
   ii. Bank statements
   iii. Reconciliation statement showing the check number and that the payment was received or "cashed"
   iv. General ledger posting proof of reconciliation (budget detail with check #)
   v. The county may request the above items at any time as part of our monitoring process.

3. Ensure all Board Members attend a board training workshop once during their Board term.
4. **Campbell County would like to track 1% funds used to support community services for Veterans. The County would like to encourage organizations to add *voluntary* disclosure of Veteran status to intake forms or some other form for collecting this information appropriate to your organization. Suggested wording:**

   Voluntary Disclosure - This information will be kept confidential and will only be used for reporting purposes on 1% funds used for services provided and for no other purpose. Providing this information may help the County and this organization maintain and or increase services in the future.

   Are you, or someone in your household, a veteran?

   Yes/No/Choose not to Answer

   As applicable, organizations will be asked to provide the number of Veterans served if such information is provided to your organization.

Miscellaneous Provisions:

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

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

Signatures:

CAMPBELL COUNTY

Colleen Faber, Chairman
Board of Commissioners

Date

ATTEST:

Cindy Lovelace, County Clerk

GILLETTE MAIN STREET

Derek Smith

Chairman (print & sign)
Board of Directors

8/17/2023

Date

ATTEST:

Becky Eischeid Becky Eischeid

Secretary (print & sign)

The following page(s) contain the backup material for Agenda Item: 9:20 Operation Green Light Resolution

*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.

A RESOLUTION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS

RESOLUTION NO. 3054

WHEREAS, the residents of Campbell County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Campbell County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than $52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Campbell County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted; and

NOW, THEREFORE, BE IT RESOLVED, with designation as a Green Light for Veterans, the Campbell County Board of Commissioners hereby declares from October 17, 2023 through Veterans Day, November 11, 2023, a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; and

BE IT FURTHER RESOLVED, that in observance of Operation Green Light, Campbell County will light county buildings with green lights, and the Campbell County Board of Commissioners encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence for the month of November, 2023.

RESOLVED this 17th day of October, 2023.
BOARD OF COUNTY COMMISSIONERS
IN AND FOR CAMPBELL COUNTY

_____	_____
Colleen Faber, Chairman	Del Shelstad, Member
_____	_____
Jim Ford, Member	Butch Knutson, Member
_____	ATTEST:_____
Kelley McCreery, Member	Cindy Lovelace, County Clerk

The following page(s) contain the backup material for Agenda Item: 9:25 Contract for Services, VFW Post #42

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

CONTRACT FOR SERVICES AGREEMENT
VFW POST #7756
Fiscal Year 2023-2024

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and VFW Post #7756, 4614 Hi-Line Road, Wyoming, 82718 (hereafter, "CONTRACTOR").

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

Term: This agreement shall be in effect for a one-year term beginning July 1, 2023 and ending on June 30, 2024.

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of $10,600 for services outlined below.

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

Responsibilities of Contractor: CONTRACTOR shall:

1. One Time Funding Request for costs associated with furnishings (tables, chairs) for new meeting facility, and signage and marketing materials with new address location and grant-in-aid to Campbell County Veterans.
2. Monthly Reimbursement packet submitted to the Campbell County CARE Board via email to Kristin Young kristin.young@campbellcountywy.gov and Sandra Beeman sandra.beeman@campbellcountywy.gov in the Campbell County Commissioners Office by the 11th of each month. A 'Monthly Reimbursement Packet' must contain the following:
    a. A signed invoice using 'Attachment A' '2023-2024 County 1% Tracking Workbook' . The invoice must be signed for each monthly tab.
    b. Email the '2023-2024 County 1% Tracking Workbook' in Excel workbook 'Attachment A' along with the expenditure packet.
    c. Supporting documentation of all amounts appearing on the invoice.
    d. *As applicable*: Itemized receipts/invoices detailing expenditures. An itemized receipt has the following elements:
        i. The vendor/place of purchase with address.
        ii. The amount.
            1. If the organization is exempt from paying sales tax, sales tax is not reimbursable. Do not include it in the reimbursement total. If sales

tax is on the receipt, cross it out and make a note that sales tax was removed. Exceptions for out-of-state purchases may be made on a case-by-case basis.

iii. The detail of what was purchased. If it is unclear, please write notes on what the expenditure was. For example, if the receipt says: DZ BOX ASSORT, make the note '1 dozen bagels' to explain the purchase.

iv. The date.

v. Clearly indicate the amount charged to the county and the amount charged to another funding source if the organization must split up bills.

vi. For services rendered: statement(s) of service. Individual names may be redacted and instead client numbers provided.

vii. For scholarships: Proof of program enrollment or applicable statement for scholarships. Individual names may be redacted and instead client numbers provided.

e. *As applicable*: For grants-in-aid (including scholarships), please complete the 'Grants-in-aid' spreadsheet provided (Attachment B), in addition to providing all the supporting documentation above from 2d.

f. *As applicable*: Salary/Employee Fringe Benefits detail/payroll report – Must clearly indicate the amount charged to the county and provide supporting documentation such as timesheets and pay detail.

g. The county can be invoiced only for received expenditures for which the organization has already paid. *Exceptions to this are services and scholarships considered grants-in-aid*. It is recommended, but not required, to provide in the 'Monthly Reimbursement Packet' proof of payment to the vendor along supporting documentation in any one of the following forms:

i. Canceled check

ii. Bank statements

iii. Reconciliation statement showing the check number and that the payment was received or "cashed"

iv. General ledger posting proof of reconciliation (budget detail with check #)

v. The county may request the above items at any time as part of our monitoring process.

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

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

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

6. Campbell County would like to track 1% funds used to support community services for Veterans. The County would like to encourage organizations to add ***voluntary* disclosure of Veteran status to intake forms or some other form for collecting this information appropriate to your organization. Suggested wording:**

> Voluntary Disclosure - This information will be kept confidential and will only be used for reporting purposes on 1% funds used for services provided and for no other purpose. Providing this information may help the County and this organization maintain and or increase services in the future.

Are you, or someone in your household, a veteran?

Yes/No/Choose not to Answer

As applicable, organizations will be asked to provide the number of Veterans served if such information is provided to your organization.

Miscellaneous Provisions:

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

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

Signatures:

CAMPBELL COUNTY

_____ _____

Colleen Faber, Chairman Date
Board of Commissioners

ATTEST:

_____

Cindy Lovelace, County Clerk

VFW POST #7756

_____ _____

Chair (print & sign) Date
Board of Directors

ATTEST:

_____

Secretary (print & sign)

The following page(s) contain the backup material for Agenda Item: 9:30 Contract for Services, American Legion Post #42

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

CONTRACT FOR SERVICES AGREEMENT
AMERICAN LEGION POST 42
Fiscal Year 2023-2024

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and American Legion Post 42, 200 Rockpile Boulevard, PO Box 68, Gillette, Wyoming, 82716 (hereafter, "CONTRACTOR").

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

Term: This agreement shall be in effect for a one-year term beginning July 1, 2023 and ending on June 30, 2024.

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of $7,543 for services outlined below.

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

Responsibilities of Contractor: CONTRACTOR shall:

1. One Time Funding Request to purchase and install a new sound system in the American Legion Post 42 meeting hall and grants-in-aid to Campbell County Veterans.
2. Monthly Reimbursement packet submitted to the Campbell County CARE Board via email to Kristin Young kristin.young@campbellcountywy.gov and Sandra Beeman sandra.beeman@campbellcountywy.gov in the Campbell County Commissioners Office by the 11th of each month. A 'Monthly Reimbursement Packet' must contain the following:
    a. A signed invoice using 'Attachment A' '2023-2024 County 1% Tracking Workbook' . The invoice must be signed for each monthly tab.
    b. Email the '2023-2024 County 1% Tracking Workbook' in Excel workbook 'Attachment A' along with the expenditure packet.
    c. Supporting documentation of all amounts appearing on the invoice.
    d. *As applicable*: Itemized receipts/invoices detailing expenditures. An itemized receipt has the following elements:
        i. The vendor/place of purchase with address.
        ii. The amount.
            1. If the organization is exempt from paying sales tax, sales tax is not reimbursable. Do not include it in the reimbursement total. If sales

tax is on the receipt, cross it out and make a note that sales tax was removed. Exceptions for out-of-state purchases may be made on a case-by-case basis.

iii. The detail of what was purchased. If it is unclear, please write notes on what the expenditure was. For example, if the receipt says: DZ BOX ASSORT, make the note '1 dozen bagels' to explain the purchase.

iv. The date.

v. Clearly indicate the amount charged to the county and the amount charged to another funding source if the organization must split up bills.

vi. For services rendered: statement(s) of service. Individual names may be redacted and instead client numbers provided.

vii. For scholarships: Proof of program enrollment or applicable statement for scholarships. Individual names may be redacted and instead client numbers provided.

e. *As applicable*: For grants-in-aid (including scholarships), please complete the 'Grants-in-aid' spreadsheet provided (Attachment B), in addition to providing all the supporting documentation above from 2d.

f. *As applicable*: Salary/Employee Fringe Benefits detail/payroll report – Must clearly indicate the amount charged to the county and provide supporting documentation such as timesheets and pay detail.

g. The county can be invoiced only for received expenditures for which the organization has already paid. *Exceptions to this are services and scholarships considered grants-in-aid*. It is recommended, but not required, to provide in the 'Monthly Reimbursement Packet' proof of payment to the vendor along supporting documentation in any one of the following forms:

i. Canceled check

ii. Bank statements

iii. Reconciliation statement showing the check number and that the payment was received or "cashed"

iv. General ledger posting proof of reconciliation (budget detail with check #)

v. The county may request the above items at any time as part of our monitoring process.

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

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

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

6. Campbell County would like to track 1% funds used to support community services for Veterans. The County would like to encourage organizations to add ***voluntary* disclosure of Veteran status to intake forms or some other form for collecting this information appropriate to your organization. Suggested wording:**

> Voluntary Disclosure - This information will be kept confidential and will only be used for reporting purposes on 1% funds used for services provided and for no other purpose. Providing this information may help the County and this organization maintain and or increase services in the future.

Are you, or someone in your household, a veteran?

Yes/No/Choose not to Answer

As applicable, organizations will be asked to provide the number of Veterans served if such information is provided to your organization.

Miscellaneous Provisions:

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

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

Signatures:

CAMPBELL COUNTY

_____ _____

Colleen Faber, Chairman Date
Board of Commissioners

ATTEST:

_____

Cindy Lovelace, County Clerk

AMERICAN LEGION POST 42

_____ _____

Chair (print & sign) Date
Board of Directors

ATTEST:

_____

Secretary (print & sign)

The following page(s) contain the backup material for Agenda Item: 9:35 Contract for Services, Campbell County Veterans Council

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

CONTRACT FOR SERVICES AGREEMENT
CAMPBELL COUNTY VETERANS COUNCIL
Fiscal Year 2023-2024

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

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

Term: This agreement shall be in effect for a one-year term beginning July 1, 2023 and ending on June 30, 2024.

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of $5,000 for services outlined below.

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

Responsibilities of Contractor: CONTRACTOR shall:

1. One Time Funding Request for costs associated with marketing, advertising, and the creation of a website to support all veteran serving organizations in Campbell County.
2. Monthly Reimbursement packet submitted to the Campbell County CARE Board via email to Kristin Young kristin.young@campbellcountywy.gov and Sandra Beeman sandra.beeman@campbellcountywy.gov in the Campbell County Commissioners Office by the 11th of each month. A 'Monthly Reimbursement Packet' must contain the following:
    a. A signed invoice using 'Attachment A' '2023-2024 County 1% Tracking Workbook' . The invoice must be signed for each monthly tab.
    b. Email the '2023-2024 County 1% Tracking Workbook' in Excel workbook 'Attachment A' along with the expenditure packet.
    c. Supporting documentation of all amounts appearing on the invoice.
    d. *As applicable*: Itemized receipts/invoices detailing expenditures. An itemized receipt has the following elements:
        i. The vendor/place of purchase with address.
        ii. The amount.
            1. If the organization is exempt from paying sales tax, sales tax is not reimbursable. Do not include it in the reimbursement total. If sales

tax is on the receipt, cross it out and make a note that sales tax was removed. Exceptions for out-of-state purchases may be made on a case-by-case basis.

iii. The detail of what was purchased. If it is unclear, please write notes on what the expenditure was. For example, if the receipt says: DZ BOX ASSORT, make the note '1 dozen bagels' to explain the purchase.

iv. The date.

v. Clearly indicate the amount charged to the county and the amount charged to another funding source if the organization must split up bills.

vi. For services rendered: statement(s) of service. Individual names may be redacted and instead client numbers provided.

vii. For scholarships: Proof of program enrollment or applicable statement for scholarships. Individual names may be redacted and instead client numbers provided.

e. *As applicable*: For grants-in-aid (including scholarships), please complete the 'Grants-in-aid' spreadsheet provided (Attachment B), in addition to providing all the supporting documentation above from 2d.

f. *As applicable*: Salary/Employee Fringe Benefits detail/payroll report – Must clearly indicate the amount charged to the county and provide supporting documentation such as timesheets and pay detail.

g. The county can be invoiced only for received expenditures for which the organization has already paid. *Exceptions to this are services and scholarships considered grants-in-aid*. It is recommended, but not required, to provide in the 'Monthly Reimbursement Packet' proof of payment to the vendor along supporting documentation in any one of the following forms:

i. Canceled check

ii. Bank statements

iii. Reconciliation statement showing the check number and that the payment was received or "cashed"

iv. General ledger posting proof of reconciliation (budget detail with check #)

v. The county may request the above items at any time as part of our monitoring process.

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

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

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

6. Campbell County would like to track 1% funds used to support community services for Veterans. The County would like to encourage organizations to add ***voluntary* disclosure of Veteran status to intake forms or some other form for collecting this information appropriate to your organization. Suggested wording:**

> Voluntary Disclosure - This information will be kept confidential and will only be used for reporting purposes on 1% funds used for services provided and for no other purpose. Providing this information may help the County and this organization maintain and or increase services in the future.

Are you, or someone in your household, a veteran?

Yes/No/Choose not to Answer

As applicable, organizations will be asked to provide the number of Veterans served if such information is provided to your organization.

Miscellaneous Provisions:

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

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

Signatures:

CAMPBELL COUNTY

_____ _____

Colleen Faber, Chairman Date
Board of Commissioners

ATTEST:

_____

Cindy Lovelace, County Clerk

CAMPBELL COUNTY VETERANS COUNCIL

_____ _____

Chair (print & sign) Date
Board of Directors

ATTEST:

_____

Secretary (print & sign)

The following page(s) contain the backup material for Agenda Item: 9:40 Contract for Services, Powder River Composite Squadron

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

CONTRACT FOR SERVICES AGREEMENT
POWDER RIVER COMPOSITE SQUADRON
Fiscal Year 2023-2024

Parties: This agreement is made between the Board of County Commissioners, Campbell County, Wyoming, 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming, (hereafter "COUNTY") and Powder River Composite Squadron, Wyoming Wing, Civil Air Patrol, PO Box 2187, Wyoming, 82717 (hereafter, "CONTRACTOR").

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

Term: This agreement shall be in effect for a one-year term beginning July 1, 2023 and ending on June 30, 2024.

Payment: The COUNTY shall reimburse the CONTRACTOR, upon receipt of a detailed invoice and accurate supporting documentation, up to a total of $5,500 for services outlined below and an additional $3,000 in contingency funds for hangar fees.

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

Responsibilities of Contractor: CONTRACTOR shall:

1. Provide support for local emergency exercise and cadet activities (including Cadet Colorguard). Contingency funds may be utilized to pay for hangar fees if state funding is not restored.
2. Monthly Reimbursement packet submitted to the Campbell County CARE Board via email to Kristin Young kristin.young@campbellcountywy.gov and Sandra Beeman sandra.beeman@campbellcountywy.gov in the Campbell County Commissioners Office by the 11th of each month. A 'Monthly Reimbursement Packet' must contain the following:
    a. A signed invoice using 'Attachment A' '2023-2024 County 1% Tracking Workbook' . The invoice must be signed for each monthly tab.
    b. Email the '2023-2024 County 1% Tracking Workbook' in Excel workbook 'Attachment A' along with the expenditure packet.
    c. Supporting documentation of all amounts appearing on the invoice.
    d. *As applicable*: Itemized receipts/invoices detailing expenditures. An itemized receipt has the following elements:
        i. The vendor/place of purchase with address.
        ii. The amount.

1. If the organization is exempt from paying sales tax, sales tax is not reimbursable. Do not include it in the reimbursement total. If sales tax is on the receipt, cross it out and make a note that sales tax was removed. Exceptions for out-of-state purchases may be made on a case-by-case basis.

iii. The detail of what was purchased. If it is unclear, please write notes on what the expenditure was. For example, if the receipt says: DZ BOX ASSORT, make the note '1 dozen bagels' to explain the purchase.

iv. The date.

v. Clearly indicate the amount charged to the county and the amount charged to another funding source if the organization must split up bills.

vi. For services rendered: statement(s) of service. Individual names may be redacted and instead client numbers provided.

vii. For scholarships: Proof of program enrollment or applicable statement for scholarships. Individual names may be redacted and instead client numbers provided.

e. *As applicable*: For grants-in-aid (including scholarships), please complete the 'Grants-in-aid' spreadsheet provided (Attachment B), in addition to providing all the supporting documentation above from 2d.

f. *As applicable*: Salary/Employee Fringe Benefits detail/payroll report – Must clearly indicate the amount charged to the county and provide supporting documentation such as timesheets and pay detail.

g. The county can be invoiced only for received expenditures for which the organization has already paid. *Exceptions to this are services and scholarships considered grants-in-aid*. It is recommended, but not required, to provide in the 'Monthly Reimbursement Packet' proof of payment to the vendor along supporting documentation in any one of the following forms:

i. Canceled check

ii. Bank statements

iii. Reconciliation statement showing the check number and that the payment was received or "cashed"

iv. General ledger posting proof of reconciliation (budget detail with check #)

v. The county may request the above items at any time as part of our monitoring process.

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

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

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

6. Campbell County would like to track 1% funds used to support community services for Veterans. The County would like to encourage organizations to add ***voluntary* disclosure of Veteran status to intake forms or some other form for collecting this information appropriate to your organization. Suggested wording:**

Voluntary Disclosure - This information will be kept confidential and will only be used for reporting purposes on 1% funds used for services provided and for no other

purpose. Providing this information may help the County and this organization maintain and or increase services in the future.

Are you, or someone in your household, a veteran?

Yes/No/Choose not to Answer

As applicable, organizations will be asked to provide the number of Veterans served if such information is provided to your organization.

Miscellaneous Provisions:

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

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

Signatures:

CAMPBELL COUNTY

_____ _____
Colleen Faber, Chairman Date
Board of Commissioners

ATTEST:

_____
Cindy Lovelace, County Clerk

POWDER RIVER COMPOSITE SQUADRON

_____ _____
Chair (print & sign) Date
Board of Directors

ATTEST:

_____
Secretary (print & sign)

The following page(s) contain the backup material for Agenda Item: 9:45 CCCRPD Grant Application, Museum Storyland Exhibit

*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

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS
Colleen Faber, Chairman
Roy Knutson
Jim Ford
Del Shelstad
Kelly McCreery

Grant Application Approval Form

Instructions: *Submit to Commissioner's Office with grant application attached.*

Date of Commissioner's Meeting 10/17/2023

Due Date of Grant Application 11/01/2023

Title Storyland Traveling Exhibition

Agency Campbell County Community Public Recreation District

Recipient Campbell County Rockpile Museum

Funding Source

Federal – CFDA/ALN ☐

State – State grant identifying number ☐

Other – Please explain: ☑ Local Recreation Mill

Please mark as applicable:

☐ **ual Grant** ☑ **New Grant** ☐ **Match Required (Match Form Required)** ☐ **Includes Sub-recipients**

☐ **Includes Capital Assets** ☐ **Bid/Request for Proposals Required**

Date range: Feb. 2025 to May 2025

Amount $40,000

Summary The Rockpile Museum is requesting $40,000 from the Campbell County Community Public Recreation District to fund the rental of "Storyland: A Trip Through Childhood Favorites," a traveling exhibit from the Minnesota Children's Museum. This display would be hosted at the Rockpile Museum in the spring of 2025, so the funds would be budgeted for FY24-25. The CCCPRD funds would cover the rental and the museum and our partners would fund the shipping, associated programs, marketing, and any other costs. The museum would plan for these costs in our FY24-25 operating budget. Storyland will engage children ages birth to 8, families, and school groups in a fun, immersive early literacy experience. This exhibition would be a unique experience for our community and will help encourage utilization of the Rockpile Museum and our existing exhibitions and programs.

Approval Signature

Chairman, Colleen Faber **Clerk's Office**

CAMPBELL COUNTY COMMUNITY PUBLIC RECREATION DISTRICT
1000 West 8th Street, P.O. Box 3033
Gillette, WY 82717
(307) 682-5171 Ext. 4543

APPLICATION FOR RECREATION PROJECT

Due April 1 for 12-month funding period (July 1-June 30); funds become available July 1.
Due November 1 for 18-month funding period (January 1-June 30); funds become available January 1.

- **Please read the Policies and Procedures attached to this form.**
- **All applications must be submitted to 1000 West 8th Street, P.O. Box 3033, Gillette, WY 82717, in triplicate (3 copies) by 5:00 p.m. on the due date.**
- **Applications will not be accepted electronically or by fax.**
- **Applications must be signed by a building supervisor or principal, if being submitted by a CCSD employee.**
- **An incomplete application will not be considered.** Although incomplete applications will be returned to applicants by U.S. Mail, CCCPRD is not obligated to notify applicants of incomplete applications prior to the application due date.

GRANT POLICIES AND PROCEDURES CAN BE FOUND ON THE CCCPRD WEBSITE (www.cccprd.org) AND AT THE END OF THIS APPLICATION. IT IS THE APPLICANTS RESPONSIBILITY TO REVIEW THESE PRIOR TO COMPLETING THIS APPLICATION.

Please complete the following. Attach additional sheets as needed.

Name of Club/Organization: Campbell County Rockpile Museum

Address of Club/Organization: 900 W. 2nd Street

City/State/Zip: Gillette, WY 82716

Phone number: 307-682-5723 E-mail address: rockpile@vcn.com

Federal Tax Identification Number or Social Security Number: 83-6000-103
All non-district organizations must supply a tax ID number. Please see attached notice.

Name of primary contact or sponsor: Robert Henning, Museum Director

Phone number & e-mail address if different from above: robert.henning@campbellcountywy.gov

Please check all that apply:
X Public Agency ____ Private non-profit agency
____ Private for profit agency ____ School club; Name of School _____

NAME OF PROJECT: Storyland Traveling Exhibition

Has this project been funded by CCCPRD in the past? Yes ____ No X

What is the total dollar amount requested from CCCPRD for this project? $40,000

1) Describe your club/organization by answering the following:
a) What is the purpose of your club/organization?

The Rockpile Museum is the only publicly-funded museum in Campbell County. Our mission is "Collect, Preserve, and Educate. The Campbell County Rockpile Museum tells the story of the Powder River Basin." Our primary focus is to teach our guests about the history, culture, paleontology, and archaeology of our region, but we also see ourselves as a community center where residents and visitors can learn and explore more generally about the world around them while socializing and having fun. We create original exhibitions and programs as well as invite guest presenters, authors, and historians to share their expertise with us. Traveling exhibits add to our programming by bringing the wider world to Campbell County.

b) When are the club's/organization's regularly scheduled meeting dates and times (e.g. weekly on Thursdays at 4 p.m., or the third Thursday of every month?

The Rockpile Museum Board of Directors meets on the third Tuesday of every month at 6:00 p.m. at the Rockpile Museum. The museum is open to visitors Monday through Saturday, 8:00 a.m. to 5:00 p.m. and by special appointment.

c) If you do not meet regularly, how often and when do you plan to meet to implement your project?

N/A

d) How many members are involved with your club/organization?

We have a 5 person board, 4 full-time staff, 2 part-time staff, and many volunteers. The Rockpile Museum Association, a non-profit organization, has nearly 200 members.

e) What age group does your club/organization involve?

We serve visitors of all ages from infants to centenarians.

f) How many officials/sponsors are involved with your club/organization? N/A

g) What is the sponsor-to-member ratio? N/A

h) What is the name and title of the adult primarily responsible for the club/organization? N/A

2) What is the primary purpose of your project and how does it support the purpose of the CCCPRD, which is to "support programs to increase community participation in a variety of recreational endeavors which are available to the public"?

Storyland: A Trip Through Childhood Favorites is a traveling exhibition from the Minnesota Children's Museum that engages children ages birth to 8, families, and school groups in a fun, immersive early literacy experience. This exhibition would be a unique experience for our community and will encourage children, students, and families to utilize the Rockpile Museum and enjoy this exhibit and our existing exhibitions and programs. The exhibit will be here for three or four months and will give residents a fun, engaging activity during the spring months in 2025. CCCPRD's support of recreational programs across our community can certainly extend to the Rockpile Museum and this traveling exhibit. Museums are one of our nation's top recreational activities. More people visit history museums, art museums, science centers, historic houses or sites, zoos, or aquariums than attend professional sporting events each year in the United States. These traveling exhibit opportunities are endless, but we need the space, funding, and energy to bring them to our community. CCCPRD can play a large role in making this recreational opportunity and others a reality. Supporting this exhibit will most certainly increase the community's use of the Rockpile Museum. We are requesting funds to pay for the exhibit rental fee which is $40,000.

a) Specify what recreational opportunities will be provided to the public through your project. 3) Why should this project be funded?

This exhibit will be open when the museum is open, so residents will have 80 to 100 days to visit the museum, engage with the exhibit, play, and have fun with their friends, family, or classmates. We are also planning a series of public programs to complement the exhibit and bring more families into the museum during Storyland's time in Gillette. We have reached out to partner with Campbell County Public Library, Campbell County Children's Developmental Services, and CCSD Libraries and Reading Faculty. We average nearly 800 student visits at the museum each spring. Hosting *Storyland* will make this number grow exponentially. Additionally, students could visit outside of school hours to have fun together with their siblings, parents, grandparents, and extended family.

4) Describe **in detail** what activities will be involved in your project and how those activities relate to the purpose of your project.

This 1,500 square foot exhibit features immersive child-sized book environments that bring popular children's books to life. Children and families will step into the world of *The Tale of Peter Rabbit, If You Give a Mouse a Cookie, Chicka Chicka Boom Boom, The Snowy Day, Abuela, Tuesday,* and *Where's Spot*. Each book will have its own area with unique hands-on activities.

For example, children can explore Peter Rabbit's world by entering his family home, donning bunny ears, cloaks, and tail coats, and explore three distinct areas: the bedroom, the hearth, and the kitchen. Children can cook up a meal and tuck Peter in for a bedtime story. They can sneak into Mr. McGregor's garden, explore his garden shed, and harvest crops using canvas bags. Finally, they can take a seat on the bench to read The Tale of Peter Rabbit and other Beatrix Potter books. Please see the attached exhibit descriptions for further details.

This opportunity may seem to be a better fit for the Campbell County Public Library, but they are not able to commit the space to hosting the display. They are excited to partner with us on programming that will complement the exhibition.

5) Please list any websites that pertain to this club, organization or project.

Rockpile Museum: http://www.rockpilemuseum.com

Minnesota Children's Museum's Storyland exhibit page:
https://rentexhibits.mcm.org/traveling-exhibits-page/storyland-traveling-exhibits/

6) What are the beginning and ending dates of your project? *(Please refer to the funding availability dates to make sure your project does not incur expenses before funding would be available.)*

The exhibit is currently available for the Spring of 2025. We hope to host the exhibit from February or March to the end of May. This is the ideal time as we already see many CCSD school children each spring.

7) Please list **in detail** any equipment or supplies that will be needed to implement/run the project, and the estimated costs. Please be specific (e.g. "6 basketballs at $20 each for a total of $120" is acceptable, whereas "balls - $120" is not acceptable). You may attach a separate list if necessary.

Storyland will arrive with all of the necessary components and tools. The only supplies needed will be cleaning supplies and any supplies for associated programming and events. Those funds will be budgeted for in our regular operating budget.

8) If your application could potentially impact structures or grounds of the Campbell County School District, including electrical, plumbing and HVAC, you must attach a copy of the CCSD Maintenance Department's **completed and signed** work order request for an impact evaluation of the project. Applications will not be considered without this documentation, and will be returned.

N/A

9) Please list **in detail** any travel expenses the project will require. Please include departure and return dates, destination(s), mode of transportation, number of participants (adults and minors) traveling, and any other pertinent information.

Storyland will not require any staff travel. It will require shipping for the exhibit which is estimated to be up to $5,000.

10) Describe how you will advertise, promote and/or notify the public about your program to ensure the public is aware of the recreational opportunity.

With this kind of investment into one exhibition, we plan to heavily advertise this exhibit across the community and region utilizing traditional media, social media, websites, email and text communications, banners, fliers, newsletters, CCSD communications, and community calendars. We want to make sure every child in Campbell County hears about this and has a chance to attend. Partnerships with CCSD, CCPL, and CDS will help us spread the word about the exhibit.

11) What kind of training, if any, will be required to implement/run the project?

Museum staff and volunteers will train on how to unpack, install, handle and clean the exhibit as well as how to utilize the exhibit's components to interact with our guests.

12) What is the name, title and relationship to the club/organization of the person responsible for implementing and maintaining the project?

Robert Henning, Rockpile Museum Director
Justin Horn, Museum Assistant (Exhibitions and Collections)
Penny Schroder, Museum Educator

13) Describe other financial contributions, in-kind, case or matching funds, which have been or will be made toward this project, if any?

Funding for staff, associated programs, marketing, cleaning, maintenance, and any unexpected costs will be from the Rockpile Museum's general operating funds.

14) Is this a one-time request or will future funding be needed to continue this project?

This funding request is for this exhibition only. As we stated above, there would be opportunities for funding future traveling exhibits for our community.

15) If the project will extend past the grant period, what are the club's/organization's plan for sustaining the project? N/A

Attach a detailed projected budget for your project or organization, itemizing all expenses. You may use the attached form, or develop any format that you think explains the project's budget. Additionally, if you are reapplying, you must attach a final report or status report. A form can be found on the CCCPRD website (www.cccprd.org).

By signing this application I acknowledge that I have read and will comply with all policies and procedures of the Campbell County Community Public Recreation District.

Dated:

Signature of Grant Applicant

Robert Henning

Signature of Building Principal/Supervisor
(Only if application is being submitted by CCSD employee.)

Note: CCCPRD funds are available because of a recreation mill levy in the county. This is made possible by an act of the legislature and action taken by the CCSD Board of Trustees. These funds can be used only for community public recreation purposes. For additional information call 307-682-5171, Ext. 283.

CCCPRD does not discriminate on the basis of race, color, national origin, sex, age, disability, political affiliation, religion or belief.

Campbell County Community Public Recreation District (CCCPRD) Budget Form

Agency: **Campbell County Rockpile Museum**			
		Staff Salaries (employees of agency) **__80___ hrs. x $_41.23_ /hour x _1_ employees** **__120___ hrs. x $_30.58_ /hour x _1_ employees** **__80___ hrs. x $_23.81_ /hour x _1_ employees** **__140___ hrs. x $_21.23_ /hour x _1_ employees** **__80___ hrs. x $_17.38_ /hour x _2_ employees**	$ 13,235.40
		Staff Benefits (27.1%)	$3,586.79
Program: **Storyland Traveling Exhibition**		**Contracted Services** **(Student helpers, professional services, bookkeeping, etc)**	$
		Repairs & Maintenance	$ 500
(Please list all monies available to this project/agency		**Rental**	$40,000
		Postage	$5,000
Funds requested from CCCPRD	$ 40,000	**Telephone**	$
Fees being charged participants	$	**Advertising**	$2,000
In-Kind Contributions	$	**Printing**	$
Donations	$	**Supplies**	$4,000
Other Grants	$	**Equipment & Machinery** *(provide detailed list)*	$
Other Cash/Funds	$ 28,322.19	**Dues & Fees**	$
Other Revenue: ***(Please describe)***	$	**Other Expenses (*Please describe)***	$
TOTAL REVENUE/FUNDS $68,322.19		**TOTAL EXPENSES**	**$68,322.19**
*Reminder: When completing a budget, the revenues and expenses **must** balance*			
Date: 10/5/2023		**Completed by: Robert Henning, Museum Director**	
Additional Comments: CCCPRD funds would pay for the exhibit rental. All other expenses would be covered by the Rockpile Museum and our partners.			
Note: This is a sample budget page. You may develop any format that you think explains your program.			

Exhibit Details

Content focus
Early literacy

Size
1,500 sq. ft.

Price
$40,000

Availability
Visit mcm.org/availability

Target audience
Children ages birth to 8, families and school groups

Features
- Immersive child-sized book environments bring popular stories to life
- Email capture photo kiosk
- Top-notch educational, marketing and installation materials
- Easy to install
- Exhibit props and costumes
- Responsive support from experienced staff

Minnesota Children's Museum

Minnesota Children's Museum Traveling Exhibits
TravelingExhibits@mcm.org
mcm.org/travel

Storyland™

The Tale of Peter Rabbit • If You Give a Mouse a Cookie
Chicka Chicka Boom Boom…and other favorites!

Presented by

Unique Early Literacy Experiences

- The first traveling exhibit to use content to focus on pre-reading skills
- Strong potential for local funding
- Engaging adult messages to support continued learning at home

Minnesota Children's Museum

Storyland: A Trip Through Childhood Favorites™

Engaging Environments

In this highly immersive and engaging exhibit, families discover the joy and power of reading at any age.

Favorite Story Books in Life-Sized Settings

Imagine your visitors stepping into the world of their favorite storybooks — building a snowperson and making snow angels in The Snowy Day, then shaking the palm trees and exploring an oversized alphabet playground in Chicka Chicka Boom Boom.

Seven Beloved Children's Books

- *The Tale of Peter Rabbit* by Beatrix Potter
- *If You Give a Mouse a Cookie* by Laura Numeroff
- *Chicka Chicka Boom Boom* by Bill Martin Jr. and John Archambault
- *The Snowy Day* by Ezra Jack Keats
- *Abuela* by Arthur Dorros
- *Tuesday* by David Wiesner
- *Where's Spot?* by Eric Hill.

Stimulating Early Literacy Activities

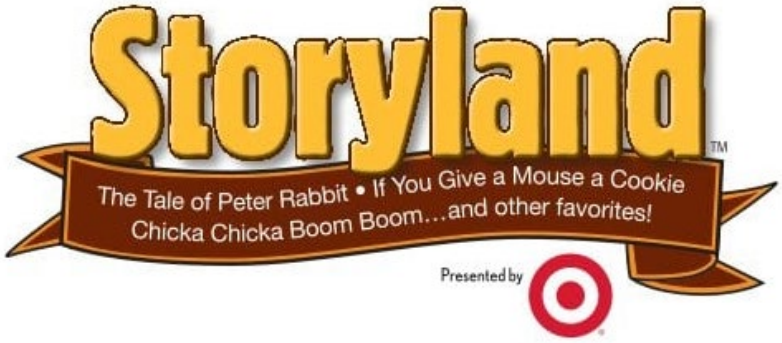
Exhibit experiences including matching, rhyming, poetry and storytelling children to love books, learn words, tell stories, read everything, know letters, and hear sounds.

*"*Storyland *is a high-quality, well-constructed exhibit that was both mission-based and attraction-centered for the Mississippi Children's Museum. It offered our community an opportunity to focus on early reading. Parents particularly loved interacting with familiar elements from their own childhood. Minnesota produced a winner with* Storyland*!"*

— Alicen Blanchard, director of education, Mississippi Children's Museum

"When we walked into the Storyland *exhibit, my kiddo's eyes went wide with delight. To her, it was play. To me, it was early literacy in action.* Storyland *is a great opportunity for both parents and children to see how books are more than just words on paper and literacy is more than just knowing how to read."*

— Mindy, parent and blogger for Proper Noun Blog



Site Support Manual

Critical Information: Please Read

Welcome to the *Storyland: A Trip Through Childhood Favorites*™ tour!

Please take the time to share this manual with your staff and read each of the sections. The most critical information is included below:

Cleaning, Painting and Repairs
It is EXTREMELY IMPORTANT that the exhibit is cleaned BEFORE the exhibit opens and AFTER the exhibit closes. Please be prepared to clean the exhibit upon arrival to remove any dust or grime that may occur during shipping to allow any paint touch ups needed to remain much more durable. Cleaning the exhibit at the end of your venue is required. Failure to clean the exhibit can result in additional fees up to $500 to remedy the condition at the next site. Please be prepared to make paint-touch ups at the beginning of your venue and as needed. Please complete your incoming condition report within 24 hours of assembling the exhibit and send it to MCM so that we can coordinate any necessary repairs.

Props (Loose Parts) – Ships Separately from Exhibit
A complete set of props will be arriving from MCM SEPARATE FROM THE EXHIBIT and must be RETURNED TO MCM at the end of your venue. If you receive any props with the exhibit, please notify MCM in the condition report. At the end of your venue, please pack all props according to the Loose Parts Guide and send back to MCM using designated props bins and prepaid shipping labels.

Marketing Approvals
Please see the marketing section of the marketing manual for instructions on approvals needed for all marketing materials.

Our Contact Information
We're happy to have you on the tour! For answers to any questions you may have about the exhibit please contact us at 651.225.6053 or travelingexhibits@mcm.org

Exhibit Summary

An Adventure in Early Literacy!
Step into the pages of beloved children's books and enter a world of early literacy adventures! Storyland: A Trip Through Childhood Favorites™ immerses children and adults in favorite picture books, from the gardens of The Tale of Peter Rabbit to the urban snowscape of The Snowy Day and the tropical island of Chicka Chicka Boom Boom. Designed for children from birth through eight years old and adults, Storyland engages visitors in storylines and literacy activities that lead them to discover that it's never too early to develop a love of reading.

Exhibit Walkthrough

Storyland presents experiences that highlight and engage the six pre-reading skills identified by the PLA and ALSC: disposition to read, print awareness, letter knowledge, sound awareness, vocabulary, and narrative skills and comprehension. These six skills and how adults can support their development are presented in language that's easy to understand. On the reverse side, visitors share their responses to the books and the exhibit.

The Tale of Peter Rabbit

Children can explore Peter Rabbit's verdant world, rich with opportunities for building vocabulary and narrative skills while having fun with patterns, words and dramatic play.

Peter's Burrow

Enter Peter's family home, don bunny ears, cloaks and tail coats (with cotton tails) and explore three distinct areas: the bedroom, the hearth and the kitchen. Cook up a meal and tuck Peter in for a bedtime story.

Mr. McGregor's Garden

Sneak under Mr. MrGregor's picket fence to discover rows of oversized vegetables. Find Peter's lost belongings and dress the scarecrow. When the scarecrow is fully dressed, hide the items again throughout the garden.

Mr. McGregor's Shed

View a map, gardening tools, and Mr. McGregor's garden chore list. Match illustrated scenes from the story with their corresponding captions. Arrange crops into patterns using vegetables and row markers that include vegetable names and images. Harvest the crops using canvas bags. Take a seat on the bench to read *The Tale of Peter Rabbit* and other Beatrix Potter books.

The Snowy Day

The Snowy Day welcomes visitors to Peter's wintry world, in which a young boy explores his neighborhood after a fresh snowfall. In addition to dramatic play activities, visitors have opportunities to build print, sound and letter awareness along with vocabulary and narrative skills.

Snowscape

Bundle up in scarves and down vests and follow Peter's footprints through the urban snowscape. Manipulate icicles, bells, and chimes to simulate wintry sounds. Duck walk and pigeon walk in the impressions of Peter's footprints, walking alongside the text from the book to trigger crunching sounds and light up the word "crunch."

Snow Fun

Build snow people by selecting and stacking small, medium, and large balls and attaching felt shapes for facial features and hats and scarves to give the characters flair. Play inside a snow angel cut-out and arrange snowflake-shaped magnetic tiles printed with descriptive wintry words.

Peter's Bedroom

Peter's bed provides a cozy spot to read. Flip between scenes in the book on the adjacent wall and find the corresponding captions for the illustrations.

Chicka Chicka Boom Boom

Bright, bold, cheerful colors and patterns dominate three tropical islands on which children explore the alphabet, building letter and sound awareness.

Up a Tree

Sort and match upper case letters to lower case letters printed on a conveyor belt and send them up the tree. Watch the letters tumble down a chute to a collection bin and do it again.

A-B-C Beach

Dip a paintbrush into a water-filled well to write letters or words on a rock surface.

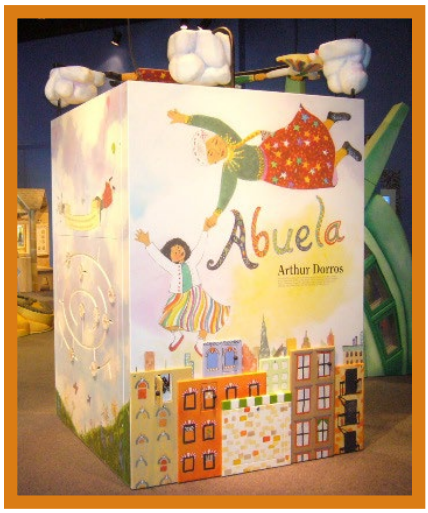
Alpha Bedlam

Climb and play amongst five giant letter sculptures featuring colors and textures that relate to each particular letter. Peek inside windows to view dioramas that illustrate the letters.

Coconut Jam Cove

Beat out rhythms with steel drums while singing along with the story. Toss soft beanbag coconuts with upper case letters printed on them into coconut half-shells labeled with the matching lower case letters.

Abuela



Rosalba and Abuela's intricate, jewel-like city provides visitors opportunities to imaginatively explore patterns while building narrative skills, vocabulary and print and sound awareness.

Cityscape

Open windows in the city buildings to discover images and sounds of city dwellers. Move Abeula and Rosalba along a track maze between clouds, airplanes, balloons and birds. Look up to see the ceiling to see 3D Abuela and Rosalba characters flying amidst a cluster of clouds.

Lady Liberty

Walk inside Lady Liberty to peer out the windows of the crown and wave to say "hello" to the flying figures of Abuela and Rosalba. The inside wall displays the word "welcome" in many languages and an audio clip component plays a recording of people saying "welcome" in many languages. Flip through postcards written by Abuela and Rosalba. Look through a large copy of the book *Abuela* and identify images from the book in the exhibit. Use a tourist telescope to click through photo views of New York City and examples of words and letters on signs and print in the environment.

Park

Move cut-outs of roller skaters, birds, trees, flowers, boats, and cyclists to create different scenes in the park, and play hopscotch.

Store

Stock the shelves in the store and create promotional signs using images, words, and currency amounts to make sale posters. Write a shopping list.

If You Give a Mouse a Cookie

Visitors will get a mouse-eye view of super-sized elements from the story. Through playful interactives, visitors build vocabulary, narrative skills, sound and print awareness.

Big Cookie Fun

Help Mouse find everything on his list by peering behind each chocolate chip and deciphering what the magnified images are.

The Big Slurp
On a big glass of milk, match letter magnets to word trunks to create new and rhyming words.

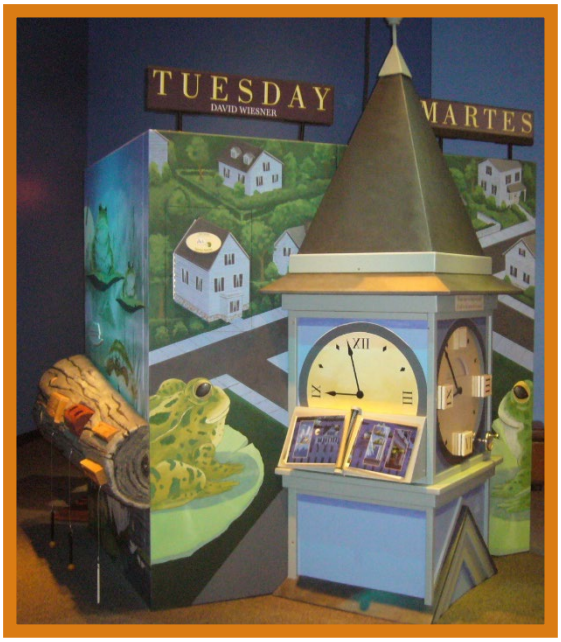
Cookie Recipe
Choose between realistic and nonsensical possibilities for quantities, measurements and ingredients to compose a recipe and mix up a batch of your concoction with a giant spatula and measuring cup.

Super Beauty Powder Box
Sit next to Mouse on a gigantic replica of the book's "Super Beauty Powder" box and tell or read a story from one of the "*If You Give…"* books. Write a note to Mouse and leave it in the Mouse Mail slot. Open a picture frame for examples of play with sounds, rhyming, and clapping out syllables.

Tuesday

In scenes from a town mysteriously visited by flying frogs, children have opportunities to build narrative skills, sound awareness and vocabulary.

Clock Tower
Open small doors in the clock face to trace the numbers. Turn a knob to move the hour-hand of the clock to trigger a croaking sound. Explore the meanings of scenes from the book and predict what will happen next.



Living Room

Select sound effects and perform your own scene or deliver a news report from inside a TV. Search for frogs hidden on a living room table: hear frogs when picking up the phone receiver; see a frog when turning on the lamp; watch a frog appear in the portrait; discover the “all frogs, all the time” stations when turning the knob on the radio; produce a pop-up frog when pulling the top of a canister; look into the eyes of a cat to see a reflection of frogs.

Swamp

Play a variety of percussion instruments to create sounds of the swamp.

Where’s Spot?

This Tot Spot highlights how literacy development begins at birth. A triangular station with seating for adults provides activities for babies and young toddlers to explore sounds and images, inviting visitors to make discoveries through busy wall interactives and an oversized "lift-the-flap" book.

Book Cover Bench

Sit on top of the trunk from *Where’s Spot?* to read books from the series. Look up to see Spot peeking over the top of the book or search for the puppy inside a nearby basket.

Lift the Flaps

Trace fingers in the engraved letters from the word "SPOT" to and open doors to discover visual and audio surprises. Push primary color buttons to light up matching parts of a flower, examine your reflection in a mirror, play a miniature piano, and pet Spot's fur.

Rolling Tumbler

Roll three cylinders to match and mismatch parts of images of Spot's favorite items.

Spot the Pairs

Flip tiles to create one large image of Spot or play a memory game to match pairs of Spot's friends.

Literacy Begins at Birth Panel

Play brief audio clips demonstrating how adults can cultivate pre-reading skills with even the youngest children.

Greetings from *Storyland*

Greetings from *Storyland* provides opportunities for young visitors to write and draw, while encouraging adult companions to see how writing and drawing at any level are important components of literacy.

Writing and Drawing Station

Use paper, a light table, pencils, crayons, and tracing guides to create drawings and stories.

The following page(s) contain the backup material for Agenda Item: 9:50 PACT Software Hosting Agreement, Juvenile Services

*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.

SOFTWARE HOSTING AGREEMENT

between

NOBLE SOFTWARE GROUP, LLC

and

Campbell County Juvenile Diversion, Wyoming

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is made and entered into and effective _____ (the "Effective Date") by and between Noble Software Group, LLC, (hereinafter called "Noble"), and Campbell County, Wyoming, located at [Customer Address] (hereinafter called "Client").

RECITALS

WHEREAS, Client desires to obtain a non-exclusive license to use certain proprietary software and related documentation from Noble under the terms and conditions of this Agreement; and

WHEREAS, Noble desires to grant such license to Client as a hosted service under the terms and conditions of this Agreement and to perform additional services, including but not limited to installation, integration, testing, and training of the Noble software under the terms and conditions of subsequent Work Orders (defined below) issued under this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this

Agreement, the parties hereby agree as follows:

1. DEFINITIONS

"Agreement": This Agreement including the following Exhibits:

Exhibit A Licensed Software

Exhibit B Third Party Materials

Exhibit C Client Tasks

Exhibit D Pricing

Exhibit E Model Work Order

which are incorporated herein for all purposes.

"Documentation": Text materials which describe the design, function, operation and use of the Licensed Software and which are customarily delivered by Noble to licensees thereof.

"Licensed Software": The source and object code software identified in Exhibit A as Licensed Software, delivered solely by the Hosting Site.

"Third Party Materials": Those products specified as such in Exhibit B which will be procured by Noble from a third party for delivery to Client. Unless identified in Exhibit B or upon notice and written approval of Client, Noble will not deliver any Third Party Materials.

"User Position": Workstations, personal or desktop computers, terminals or other items installed to support and be dedicated to, at any one time, a single individual as part of the Licensed Software.

"Work Order": A written document, in substantial conformity with the model work order in Exhibit E, signed by both parties, specifying the mutually-agreed upon terms for the performance of additional tasks by Noble and which, upon performance, shall be included in and governed by all other terms and conditions of this Agreement. If the Work Order calls for the development of software, the Work Order shall also specify ownership of any intellectual property created thereby in a manner consistent with the title provisions of this Agreement set forth in Section 6, below, and the acceptance criteria for such software.

“Hosted Site”: An internet-based website maintained by Noble for the purposes of delivering the Licensed Software to Client.

2. SCOPE OF TASKS

Upon execution of this Agreement and receipt of the license fees due hereunder, Noble will promptly deliver a hosted website with the Licensed Software to Client and accomplish its responsibilities under this Agreement provided that Client timely completes its responsibilities under this Agreement, specifically including those set forth in Exhibit C: Client Tasks.

Client is responsible for meeting the environmental site requirements set forth in Exhibit C: Client Tasks in a timely manner and at the Client's cost.

Client may request the performance of additional tasks. If Noble agrees, each such task will be documented in a Work Order which will specify the tasks to be performed, the deliverables, the time table for performance and the basis for payment whether on a fixed-price ("Fixed Price") or time-services-materials-and-expenses (T&M") basis. Unless specified otherwise in the Work Order, the terms and conditions of this Agreement shall apply to performance of the Work Order. The pricing for T&M work shall be at Noble customary pricing schedules unless a specific price is set forth in the Work Order.

3. CONSIDERATION

In consideration of Noble's performance, Client agrees to pay Noble in accordance with the following provisions:

License and Other Fixed Price Fees. The charges for Licensed Software and other fixed price items are or shall be set forth in Exhibit D or Work Orders and payable as set forth therein or, if not set forth, payable as follows:

one-third due upon execution of this Agreement or the applicable Work Order, one-third upon delivery, and the balance payable upon acceptance.

T&M Fees. The charges for performance of any T&M tasks due to Work Orders will be billed monthly for charges incurred in the previous monthly period and are due and payable within thirty (30) days of the date of the invoice. Expenses may include, but are not limited to, reasonable charges for materials, office and travel expenses, graphics, documentation, research materials, computer laboratory and data processing, and out-of-pocket expenses reasonably required for performance. Expenses for travel and travel-related expenses and individual expenses in excess of US$500 require the prior approval of Client.

Unless otherwise mandated by law, a service charge of one and one-half percent (1.5%) per month, or the highest lawful interest rate, whichever is lower, will be applied to all amounts which are not paid within fifteen (15) business days after notice is given that payment is overdue.

All payments shall be made in United States dollars. International payments will be made by wire transfer to a bank designated by Noble.

4. TAXES

Client agrees to indemnify and hold Noble harmless from any taxes including, but not limited to, sales tax, use tax, withholding, value-added or similar tax, and property taxes that may be assessed or levied by any jurisdiction arising out of the performance of this Agreement but excluding any taxes based upon or determined by reference to Noble's income or level of business activity ("Taxes"). It is understood and agreed that the prices and estimates set forth in this Agreement do not include provision for Taxes and Noble does not collect such taxes for deposit with any federal, state or local taxing authority.

5. ACCEPTANCE

Unless the parties agree otherwise herein or in a Work Order, the Licensed Software will be considered accepted upon delivery. In the event that there are multiple sites, acceptance of the Licensed Software, or any part thereof, at the first such delivery shall constitute acceptance at all subsequent sites.

If a Work Order calls for installation and acceptance testing, the parties agree to the following procedure.

Following proper installation of the Licensed Software by Noble pursuant to the Work Order, unless specified in the Work Order, the parties will perform the acceptance tests provided by Noble for the purpose of determining that the Licensed Software performs substantially in accordance with its Documentation or, in the case of new software development, substantially in accordance with Client's functional requirements for such software. If the Licensed Software (including newly developed software) substantially performs the acceptance tests, Client shall notify Noble within five (5) days, and the date of notification shall be the acceptance date. Failure to do so will constitute acceptance. Testing will be scheduled in accordance with the implementation plan set forth in the Work Order.

If Client fails to notify Noble of any material defect within thirty (30) days of installation of the Licensed Software, the Licensed Software shall be deemed accepted by Client.

If Client notifies Noble in writing and demonstrates to Noble that the Licensed Software has not substantially met the acceptance tests, Noble shall make corrections and modifications to the Licensed Software so as to meet such criteria. The charges for corrections and modifications to Fixed Price components are included in the Fixed Price established therefor. The charges for corrections and modifications to T&M components will be charged on a T&M basis.

Corrections and modifications will be accomplished on a timely basis to make the Licensed Software ready for retesting by Client. The parties shall repeat the acceptance tests as soon as reasonably requested by Noble and Client shall notify Noble within five (5) days after such tests have been conducted if and when the Licensed Software is accepted. In the event that the Licensed Software (or parts thereof) does not pass the applicable acceptance test(s), Client may issue a conditional acceptance, upon terms acceptable to both parties, which will permit utilization in production and continued correction by Noble of any defects. If Client declines to grant conditional acceptance, then Client may terminate this Agreement in accordance with section 8.5. Otherwise, the date of the last such test shall be the acceptance date.

In the event the Licensed Software (or parts thereof) does not pass the applicable acceptance test(s), but is utilized by Client in a production environment for a period of thirty (30) consecutive business days, it shall be deemed accepted for all purposes as if it had successfully passed such acceptance test(s).

6. TITLE

Noble shall retain title to all intellectual property rights embodied in the Licensed Software, Documentation and any modification or enhancement of the Licensed Software or Documentation made under this Agreement or any Work Order ("Noble Property").

Client shall retain title to all intellectual property rights embodied in software, and any modification or enhancement thereof, that is provided or developed solely by Client without any violation of the terms of this Agreement and which is not Noble Property ("Client Property").

The parties agree that performance hereunder may result in the development of new concepts, software, methods, techniques, processes, adaptations and ideas, in addition to the Noble Property and/or Client Property, which may be delivered by Noble or embedded in Noble's deliverables ("New Property"). The parties agree that ownership of New Property shall be determined on a case by case basis prior to the execution of a Work Order requiring the delivery of any New Property and such ownership shall be clearly detailed in such Work Order. The parties intend for the designation of ownership in the Work Order to be consistent with (but not necessarily bound by) the following guidelines:

New Property which contains Client's proprietary or confidential information shall belong to Client to the extent it contains such information; and

New Property which contains Noble's proprietary or confidential information shall belong to Noble to the extent it contains such information; and

Any other New Property for which ownership is not allocated by Work Order or by the above default rules shall belong to Noble.

Each party will assign and shall cause its respective employees, agents, and contractors to assign, without further consideration, the ownership of software and/or documentation, including all associated intellectual property rights therein, as necessary to give effect to the ownership terms specified in this Agreement. Each party agrees to perform, at the reasonable request of the owner of such software and/or documentation, such further acts as may be necessary or desirable to transfer ownership of, and to perfect and defend, such software and/or documentation or other deliverable or work product in order to give effect to these ownership terms.

In as far as data entered into the system by Client, such data shall be deemed to be owned by Client. Noble shall have right to use, at its sole discretion, such data in an anonymous fashion, for the purposes of research, validation, and other commercial use. Anonymous data is defined, for the purposes of this section, to refer to data that have had all personally identifying characteristics removed, destroyed, obfuscated, or otherwise rendered de-identifying of the person to whom they relate.

7. LICENSE

In accordance with the terms herein, Noble grants to Client, and Client accepts from Noble, a personal, non-exclusive and non-transferable (except as otherwise specifically provided by this Agreement) Hosted Site to use the current version of Licensed Software (or any other version provided to Client by Noble) on Noble's hosting servers for the specified number of User Positions for the term of this agreement.

Software shall be able to be used at any of Client's business premises without the prior approval of Noble. The Licensed Software may not be used at other locations unless Noble is notified and approves otherwise, such approval not to be unreasonably withheld. Use of the Licensed Software may be subsequently transferred to other locations maintained by Client, provided (1) the total number of User Positions at which the Licensed Software is used by Client does not exceed the number of User Positions specified in Exhibit A and (2) Client provides Noble with written notice within thirty (30) days after such transfer.

The Licensed Software shall be used only for the processing of Client's own business, which may include servicing and maintaining records on behalf of its customers and clients. Client shall not permit any third party to use the Licensed Software. Authorized agents or contractors of Client acting for Client shall not be considered "third parties" for purposes of such limitation provided, however that disclosure of Noble Confidential Information to such agents or contractors will be subject to the provisions of Section 18 ("Confidentiality").

Client shall not use or allow the use of the Licensed Software (a) for rental or in the operation of a service bureau; (b) through terminals located outside Client's business premises by persons not employed by or under contract with Client; or (c) as on-line control equipment in the operation of a nuclear facility, aircraft navigation or aircraft communication systems, or air traffic control machines.

Client shall not, either directly, or through a third party, reverse engineer, disassemble or decompile any software provided by Noble, or make any attempt in any fashion except as specifically provided in this Agreement to obtain the source code to the Licensed Software, nor shall Client reproduce or distribute, the Licensed Software or Hosted Site, or any part thereof, as part of any other software program. Further, Client

may not create any software program which makes direct function calls to any libraries which are Third Party Materials and which are designated as unavailable for such purposes in Exhibit B.

Client is strictly prohibited from installing any third party software on Noble's servers without the express written authorization of Noble.

In the event that the authorized third party software disrupts Noble's server, Noble shall have the right to temporarily disable the software until the problem can be resolved.

In the event that the Client installs third party software on Noble's servers without the express written authorization of Noble's, Noble shall have the right to terminate the Services without notice pursuant to Section 8 herein

8. TERM AND TERMINATION

The term of this Agreement shall be for one (1) year. Contract service shall commence upon the execution of this agreement and shall remain in effect for the original one-year (1-year) term and, thereafter, for renewal terms on a year-to-year basis until terminated (i) by Client in the event the Hosted Site is taken out of service and upon sixty (60) days' notice to Noble; (ii) by either party upon sixty (60) days' notice prior to the expiration of the original one-year (1-year) or any subsequent one-year (1-year) renewal term; (iii) by either party upon a default of the other party, such default remaining uncured for thirty (30) days from the date of written notice from the non-defaulting party to the other specifying such default; (iv) upon the bankruptcy or insolvency of Noble; or (v) the Software Hosting Agreement is terminated. Upon such termination, Noble shall refund to Client a portion of the maintenance fee prorated to reflect the date of termination and neither Noble nor Client shall have any further obligations hereunder, unless the termination is enacted by Client under part two (ii) of this section, in which case no refund of maintenance fees is due to Client by Noble.

Each party has the right to terminate this Agreement and license(s) granted herein:

Upon written notice if the other party, its officers or employees violate any material provision of this Agreement including, but not limited to, Section 18 ("Confidentiality") or Section 3 ("Consideration"), provided that the non-breaching party is in substantial compliance with the terms of this Agreement. The default notice must be clearly identified as such, be referenced to this Section 8, and specify in detail the basis for the alleged material breaches. Except with regard to breaches of confidentiality (which shall be ten [10] days) and payment obligations (which shall be fifteen [15] business days), the breaching party shall have thirty (30) days from receipt of such notice to correct such breach;

In the event the other party (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute or (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority.

In the event of termination by reason of Client's failure to substantially comply with any material part of this Agreement, or upon any act which shall give rise to Noble's right to terminate, Noble shall have the right, at any time, to terminate the license(s), deactivate the Hosted Site, and take immediate possession of the Licensed Software and documentation and all copies wherever located, without additional demand or notice.

Within five (5) days after termination of the license(s) as provided above, Client will return to Noble any Licensed Software in the form provided by Noble or as modified by Client at Client's cost, or upon request by Noble destroy the Licensed Software and all copies, and certify in writing that they have been destroyed. Termination under this Article shall not relieve Client or Noble of obligations regarding confidentiality of the Licensed Software.

Without limiting any of the above provisions, in the event of termination as a result of Client's failure to substantially comply with any of its material obligations under this Agreement, Client shall continue to be obligated for any payments due. Termination of the license(s) shall be in addition to and not in lieu of any equitable or other remedies available to Noble.

Notwithstanding anything contained in this Section 8 to the contrary, once Client has made full payment of the license fee for any particular term of hosting the Licensed Software, Noble cannot terminate the license granted hereunder with respect to such program, except for an uncured breach by Client of the terms of Section 7 ("License"), Section 11 (“Compliance with Law”), Section 18 ("Confidentiality") or Section 22 ("Assignment").

Notwithstanding anything herein to the contrary, in the event of termination of this Agreement by Client for cause prior to acceptance of the Licensed Software, the software licenses granted hereunder shall be canceled and Client shall discontinue use of the Licensed Software and Hosted Site and return all copies thereof to Noble and Noble shall refund any license fees paid. Upon such termination and return of the Licensed Software and repayment, the parties hereto shall be discharged of all further liabilities under this Agreement except for such liabilities arising out of the continuing obligations of confidentiality and non-solicitation of employees.

Notwithstanding anything herein, pursuant to Sections 7.7 and 11, Noble may immediately terminate this agreement and withdraw the hosting services in the event that in the sole discretion of Noble, it determines that:

Client is using or allowing, authorizing or assisting the Hosted Site to be used for illegal purposes; or

Client downloads or installs third party software to its Hosted Site without the express written authorization of Noble.

9. WARRANTIES

Noble warrants that, for thirty (30) days following Client acceptance of the Licensed Software furnished under this Agreement or the deliverables provided pursuant to a Work Order hereunder (the "Warranty Period"), the Licensed Software, exclusive of Third Party Materials, will substantially conform to the accepted level of performance as set forth in Section 5.2(a) ("Warranty"). To the extent that Client notifies Noble in writing during the applicable Warranty Period of any material non-conformity of the Licensed Software or deliverables with such acceptance level, and provides Noble with (a) Client's estimation of the severity of such non-conformity and (b) such printouts, typescripts, documentation and other details of such non-conformity as Noble shall request, Noble's sole obligations to use reasonable commercial measures to remedy or provide a work-around for such defect. In determining the timing of its response, Noble shall be entitled to take into account the severity of the defect. In the event that Noble determines that the Licensed Software is not

defective in such respect, Client shall reimburse Noble for its services at Noble's then current consulting rate for such services.

To the extent its agreement with a supplier of Third Party Materials permits, Noble shall pass through to Client any performance warranty relative to such Third Party Materials; provided, however, that Noble makes no additional or supplemental warranty with respect thereto.

Noble warrants that it has, and on the date of acceptance of the Licensed Software will have, the full right and authority to grant this license and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Noble is a party or by which it is bound.

Noble warrants that its technical and consulting services will be of a professional quality conforming to generally accepted industry standards and practices. During the thirty (30) day period following completion of any such services, Noble shall, upon receipt of written notice from Client describing a breach of the foregoing Warranty in such reasonable detail as is requested by Noble, perform the services described in such written notice so as to conform to generally-accepted industry standards and practices.

These warranties do not cover defects or nonperformance due to causes and products external to the Licensed Software, and are not valid with respect to such defects or nonperformance.

If the Licensed Software is not in substantial compliance with the warranties contained in this Agreement at the end of the Warranty Period, Noble shall extend the Warranty Period until the Licensed Software is brought into such compliance.

If any modification is made to the Licensed Software by Client without Noble's approval, this Warranty shall immediately be terminated with respect to such modified software. Correction for difficulties or defects traceable to Client's unauthorized modifications or unauthorized systems changes shall be billed to Client at Noble's standard time and material charges.

Noble makes no warranties with regard to Third Party Materials. Along with the transfer of title, Noble agrees to transfer and assign to Client all of Noble's rights and interests in and with respect to all purchase agreements for Third Party Materials being supplied under this Agreement between Noble and other manufacturers and distributors, subject to any limitations set forth in such agreements relating to such transfers. Upon request by Client, all purchase agreements will be submitted to Client for prior approval. Noble will execute any documents or instruments reasonably necessary to effect the transfer and assignment of Noble's rights and interests thereunder. Noble makes no representation as to the effectiveness, adequacy or enforceability of such transferred rights.

Except as otherwise specifically provided by this Agreement, Noble's sole liability for any damages relating to the (a) performance of the Licensed Software and sufficiency of the services hereunder or (b) matters covered by this Warranty, shall be limited to the provisions of this Section 9 regardless of whether any liability is based on contract or other theory.

THE WARRANTIES IN THIS SECTION 9 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY NOBLE. NOBLE MAKES AND CLIENT RECEIVES NO ADDITIONAL WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, CONTRACTOR OR EMPLOYEE OF NOBLE, EXCEPT NOBLE'S DULY AUTHORIZED

REPRESENTATIVE, IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF NOBLE AS SET FORTH HEREIN.

10.NON-SOLICITATION OF EMPLOYEES

Each party agrees that, during the period of performance of this Agreement, and for a period of one (1) year following completion of the period of performance, it will not solicit for employment or hire the employees of the other party without such other party's prior written consent thereto. The period of performance for purposes of this Section 10 shall begin on the effective date of this Agreement and end upon the earlier to occur of: (1) final payment by Client of any fees due under Section 3 of this Agreement; or (2) termination of this Agreement and the license(s) granted hereunder.

If either party hires any personnel of the other party who are or have been assigned to perform work for the party seeking to hire such personnel under this Agreement, the hiring party shall pay the other party a fee for the additional benefit obtained thereby. If such hire occurs during the performance of this Agreement or within one (1) year following completion of the period of performance, the hiring party shall pay an amount equal to one hundred percent (100%) of the total first year compensation paid to such personnel.

11.COMPLIANCE WITH LAW

This Agreement is made subject to any laws, regulations, orders or other restrictions on the export of the Licensed Software, or information about the Licensed Software, which may be imposed at any time or from time to time by the United States Government. Client (i) shall comply with all such laws, regulations, permits, orders and other restrictions to the extent that they are applicable to Client and (ii) shall not, directly or indirectly, export or re-export (as defined in the United States Export Administration Regulations) the Licensed Software or any information about the Licensed Software to any country for which the United States Government, or any agency thereof, requires an export license or other governmental approval without first obtaining the same. Noble shall comply with all applicable statutes with respect to labor employed, and shall protect and indemnify Client against any payroll taxes or contributions imposed with respect to employees of Noble or any subcontractor by any applicable law dealing with old age benefits, FICA, unemployment compensation, health insurance and related subjects. Noble and Client agree that Noble is an independent contractor. Noble shall be liable for and hereby represents to Client that all payments and obligations to subcontractors and suppliers will be timely made and satisfied at all times during the term of this Agreement, and agrees to indemnify Client for any loss to Client relating to Noble's violation of the provisions of this Article, provided, however, Noble is given prompt written notice of any claim or action and control, authority, information, and reasonable assistance for defense or settlement thereof; and provided further that Client shall not settle such claim, suit or proceeding without the written consent of Noble.

Client acknowledges and agrees that Noble may elect at its sole discretion to monitor the activities of the Client on it Hosted Site. Client agrees to use the Services and the Website for legal purposes only. In the event that Noble becomes aware or reasonably believes, in its sole discretion, that the Website is being used for illegal purposes, Noble shall be entitled to immediately terminate the Agreement and the Services without notice in addition to any remedies to which it may be entitled under law.

Client agrees to indemnify and save harmless Noble from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any illegal use of the Licensed Software or the Hosted Site.

12.APPLICABLE LAW

The law of the State of Washington applies to this Agreement and the rights, duties, and obligations of the parties hereto. The state and or federal courts in King County, Washington, shall have exclusive jurisdiction of any action arising out of or relating to this Agreement and each of the parties further irrevocably agrees to waive any objection to the venue of any such suit or proceeding in King County, Washington, or to in personam jurisdiction, provided that service is effective.

The United Nations Convention on Contracts for the International Sale of Goods is excluded from application hereto.

13.PROPRIETARY RIGHTS INDEMNITY

Noble shall defend, indemnify and hold harmless Client with respect to any claim, demand, cause of action, or liability, including attorneys' fees, to the extent that such is based upon a claim that the Licensed Software, (including any deliverables pursuant to Work Orders) used by Client within the scope of the licenses granted hereunder, infringes any United States, UK, Hong Kong, France, Germany, Switzerland, or Japan patent, any United States copyright, or any trade secret or other intellectual property rights; provided that Noble is promptly notified in writing of such claim and provided further that Noble shall have the exclusive right to control such defense. The acceptance, by Noble, of tender of defense of any claim shall give Noble the right to select legal counsel and manage the defense, provided that Client shall be given regular notice and opportunity to participate in such litigation, at Client’s expense. In no event shall Client settle any claim, lawsuit or proceeding without Noble's prior written approval. Client may, at its own expense, assist in such defense if it so chooses.

In the event of any such claim, litigation or threat thereof, Noble, at its sole option and expense, may procure for Client the right to continue to use the Licensed Software or, at its sole option and expense, may replace or modify the Licensed Software with functionally-compatible, non-infringing software. If such settlement or such modification is not reasonably practical in the sole opinion of Noble, after giving due consideration to all factors including financial expense, or if a temporary or final injunction or other judgment is obtained against Noble with respect to the Licensed Software or any part thereof, Noble may cancel this Agreement or the applicable Work Order and the licenses granted thereunder upon fifteen (15) days written notice to Client and shall refund to Client the unamortized portion of the amounts paid to Noble by Client for the development and/or acquisition thereof based upon five (5) year straight-line depreciation, such depreciation to commence on the date on which the Licensed Software was first accepted hereunder. Upon such repayment Noble shall be discharged of all further liability hereunder except for the obligations set forth in Section 13.1 hereof.

To the extent its agreement with a vendor of Third Party Materials permits, Noble will pass through to Client any proprietary rights indemnity relating to such Third Party Materials; provided, however, that Noble gives no additional or supplemental indemnity with respect thereto.

The foregoing states the entire liability of Noble and the exclusive remedies of Client with respect to the infringement of any proprietary rights by the Licensed Software or any parts thereof, and Client hereby expressly waives any other such liabilities.

14. GENERAL INDEMNITY

The parties acknowledge that it may be necessary for the employees of each to be present at the facilities of the other for extended periods of time. The parties agree upon reasonable notice to provide the employees of the other with all reasonable facilities and services to assure that their services may be properly performed.

Each party will instruct its employees to conform to the internal regulations and procedures of the other party while on such party's premises.

Additionally, each party agrees to indemnify, defend, and save harmless the other party, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm, or corporation for personal injury or tangible property damage, but only to the extent of the negligence and/or willful misconduct of the indemnifying party.

15.INSURANCE

Noble certifies, and will provide evidence thereof at Client's request, that Noble maintains:

A standard policy covering the obligations of Noble for Worker's Compensation Insurance pursuant to the laws of California or such other jurisdiction as applicable.

Insurance covering bodily injury and property damages in the amount of not less than $1,000,000 for each occurrence and $3,000,000 aggregate. Such coverage may be achieved through a combination of commercial general liability and umbrella liability policies.

Automobile liability insurance covering all owned, non-owned, and hired vehicles with a combined single limit for bodily injury and property damage of not less than $2,000,000 per accident.

16.LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF THE OTHER PARTY OR OF DIRECT DAMAGES GREATER THAN THE LIMITATIONS ESTABLISHED HEREIN EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Noble shall not be liable to Client for cumulative direct damages greater than the lesser of (1) the total amount having then been paid by Client to Noble under this Agreement, or (2) if such damages arise in connection with the performance of any Work Order, the amount having then been paid by Client to Noble under such Work Order; provided, however, that the limitation of this sentence shall not apply to Noble's obligations set forth in Section 13 ("Proprietary Rights Indemnity") or Section 14 ("General Indemnity") of this Agreement or for such

liabilities covered by the insurance defined in Section 15 ("Insurance") in which case the limits of such coverage will govern.

Except where the limitation does not apply as described above, Client releases Noble from all obligations, liability, claims, or demands relating to the Licensed Software and Documentation and this Agreement in excess of the limitations provided for in this Section 16. The parties acknowledge that the limitation set forth in this Section is integral to the amount of fees levied in connection with the license of the Licensed Software and Documentation and the services rendered hereunder and that, were Noble to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher.

Client further agrees that it shall have no claim or cause of action against third party licensors to Noble of any Third Party Materials which are embedded in the Licensed Software, except to the extent such rights have been duly assigned to Client.

17.FORCE MAJEURE

Neither party shall be liable for default or delay caused by any occurrence beyond its reasonable control or beyond the reasonable control of any subcontractor, including but not limited to fires, strikes, accidents, acts of God and subcontractor defaults. In the event Noble should be delayed in the completion of any portion of the work by reason of any such occurrence, the time within which the portion of work is to be completed shall be extended by the period of such delay, but no such extension shall be made unless a notice thereof is presented by Noble to Client in writing within ten (10) working days after the occurrence of such delay and no payment shall be made by Client to Noble for any expenses incurred by Noble by reason of any such default or delay.

In addition to the foregoing, Noble shall not be liable for default or delay caused by Noble's efforts to comply with U.S. Government export control laws and regulations. In the event that U.S. Government export control laws or regulations change after the execution of this Agreement and such changes inhibit or prohibit Noble from performing under this Agreement, Noble shall not be liable for its non-performance.

18.CONFIDENTIALITY

Any information which a party considers to be confidential or proprietary shall, if tangible, be marked as such or, if communicated orally, designated at the time and promptly confirmed in writing as such. Information which is so marked or designated and confirmed, and the Licensed Software regardless of form or designation, shall be "Confidential Information" under this Agreement. Information received by Noble while on the premises of Client shall be deemed Confidential Information whether marked as such or not.

Confidential Information shall be held in trust and used only as necessary for the performance of this Agreement. Confidential Information shall be treated with the same degree of care to avoid disclosure to third parties as is used with respect to the recipient party's own Confidential Information, but not less than a reasonable degree of care.

Confidential Information shall be disclosed only to those employees or agents of a party who have a need to know such information and are under a binding obligation of confidentiality with respect to any such information received. Confidential Information shall not be disclosed to any other third party without the prior written consent of the party disclosing the Confidential Information. The party receiving Confidential Information shall defend, indemnify and save the disclosing party harmless from and against any and all damages, including reasonable attorneys' fees, sustained as a result of the unauthorized use or disclosure of the disclosing party's Confidential Information.

Confidential Information shall not include information (a) at the time of its disclosure was known to the party to whom disclosed; (b) is already in the public domain or becomes generally known or published without breach of this Agreement; (c) is lawfully disclosed by a third party free to disclose such information; (d) is independently developed by the party to whom disclosed without reference to or use of the Confidential Information; or (d) is legally required to be disclosed provided that the party so compelled shall promptly notify the other party so as to permit such other party to appear and object to the disclosure and further provided that such disclosure shall not change or diminish the confidential and/or proprietary status of the Confidential Information.

Notwithstanding the restrictions of this Section 18, Noble or Client may announce the parties' relationship in a press release subject to the reasonable written approval of the other party.

19. DISPUTE RESOLUTION

Except as provided in Section 20 below and unless otherwise required in order to comply with deadlines under the law, neither party shall file an action or institute legal proceedings with respect to any dispute, controversy, or claim arising out of, relating to, or in connection with, this Agreement until: (a) the aggrieved party has given the other party written notice of its grievance setting forth the nature of the dispute, the amount involved, if any, and the remedy desired, and delivering same by certified mail; (b) the other party has failed to provide a prompt and effective remedy; (c) the aggrieved party has requested senior executives for both parties to meet and discuss the matter in order to consider informal and amicable means of resolution; and (d) either such meeting failed to occur within fifteen (15) days after such request or the meeting did not produce a mutually satisfactory resolution of the matter.

20. INJUNCTIVE RELIEF

Noble and Client hereby acknowledge and agree that damages at law and the dispute resolution provisions of Section 19 may be inadequate remedies for the breach of Sections 6 ("Title"), Section 7 ("License"), Section 10 ("Non-Solicitation of Employees") or Section 18 ("Confidentiality") hereof, and, accordingly, Noble and Client hereby agree that Noble and/or Client may be entitled to temporary and permanent injunctive or other equitable relief with respect to any such breach without the necessity of proving actual damages or posting a bond or other security or resorting to the provisions of Section 19. The rights set forth in this Section 20 shall be in addition to any other rights which the parties may have at law or in equity.

Noble and Client agree that if any portion of this Relief provision is found to be over-reaching or unenforceable, that these provisions can, nonetheless, be applied to the extent found to be enforceable.

21.NOTICES

Unless stated otherwise, all notices, approvals, consents, requests, demands, or other communication to be given to either party shall be in writing by any means where receipt is acknowledged, including electronic transmission, except by facsimile transmission, and shall be effective on the date of receipt thereof. If undeliverable, or if receipt is not acknowledged by the receiving party, such communication shall be effective ten (10) days from the date mailed or sent.

Such communication shall be addressed to the parties, except Default Notices and Notices of Termination which shall be addressed to the parties and their legal counsel, at their respective addresses set forth below, or at any other address that each party shall provide to the other in writing:

NOBLE'S LEGAL COUNSEL:

Noble Software Group, LLC
PO Box 990891
Redding, CA 96099
Attention: Chief Financial Officer

Lasher Holzapfel Sperry & Ebberson
601 Union St., Suite 2600
Seattle, WA 98101-4000
Attention: Ronald E. Braley

22.ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. Neither party may assign this Agreement and/or any of its rights and/or obligations hereunder without the prior written consent of the other party and any such attempted assignment shall be void, except that either party may assign this Agreement and/or any of its rights and/or obligations hereunder, upon written notice to the other party to another entity in the event of that party's merger or consolidation with another entity, without the consent of the other party, provided that the assignee is capable of fulfilling and intends to fulfill the obligations of the assigning party under this Agreement. Each party may terminate this Agreement in case there is a change of control of the other party, but shall not be entitled to any refund whatsoever and all amounts owing shall be immediately paid. The term, “Change of Control” shall be limited to an ownership change of more than Fifty Percent (50%) during any twelve-month period. In the case of a governmental agency as Client, the term, “change of control” shall be limited to a complete transfer of the responsibilities of such agency for which this Software has been licensed to another agency.

23.GENERAL

This Agreement constitutes the complete and exclusive statement of the agreement between the parties as relates to the subject matter and supersedes all proposals, oral or written, and all other representations, statements, negotiations and undertakings relating to the subject matter.

No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon either party unless in writing signed by an authorized representative of such party. No waiver by either party of any breach by the other party of any of the provisions of this Agreement shall be construed as a waiver of that or any other provision on any other occasion.

In the event any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in effect and the Agreement shall be read as though the offending provision had not been written or as the provision shall be determined by such court to be read.

Upon termination or other expiration of this Agreement, each party shall forthwith return to the other all papers, materials and other properties of the other held by it for purposes of execution of this Agreement.

The captions used in this Agreement are inserted for the convenient reference of the parties and in no way define, limit or describe the scope or intent of this Agreement or any part hereof.

Dates or times by which Noble is required to make performance under this license shall be postponed automatically for so long as Noble is prevented from meeting them by causes which are Client's responsibility.

The prevailing party in a controversy or claim shall have the right to collect its reasonable expenses incurred in enforcing this Agreement, including reasonable attorney's fees.

This Agreement may be executed in two original counterparts, which together shall constitute the same Agreement, but only one of which need be produced to evidence the Agreement.

The parties further agree that the rights and obligations set forth in Sections 3, 4, 6, 10, 11, 12, 13, 14, 16, 18, 19, 20, 21, and subsections 23.1, 23.2, 23.3, 23.4, and 23.7 shall survive the completion or termination of this Agreement for any reason and enforcement thereof shall not be subject to any conditions precedent.

IN WITNESS WHEREOF, each party has caused a counterpart original of this Agreement to be executed as of the date first written above by its authorized representative.

ACCEPTED BY:

CLIENT		**NOBLE SOFTWARE GROUP, LLC.**	
Signed:	_____	Signed:	_____
Print name:	_____	Print Name:	Aaron Picton
Title:	_____	Title:	CFO
Date:	_____	Date:	_____

EXHIBIT A: LICENSED SOFTWARE

LICENSED SOFTWARE

All listed Licensed Software will be delivered by a Hosted Site, created and maintained by Noble for the purposes of delivering the Licensed Software to Client via the Internet.

PRODUCT	DESCRIPTION
Noble Assessment Platform	Hosted web-based application for the delivery of assessment and case planning tools.

USE OF LICENSED SOFTWARE

The Licensed Software listed above may be used in accordance with the Software License Agreement to support the following:

Up to 10 named users

EXHIBIT B: THIRD PARTY MATERIALS

OVERVIEW

Noble is not responsible for the procurement and delivery of any third party materials to the Client as part of the execution of this agreement.

EXHIBIT C: CLIENT TASKS

OVERVIEW

This document describes the major activities required of the Client staff or their consultants or agents in the execution of this Agreement.

CLIENT TASKS

Noble agrees to implementation services such as installation, implementation, and training will be executed as a separate Work Order referencing this Agreement;

The Client will provide an appropriate environment, during normal business hours, upon reasonable notice, for Noble on-site support personnel and training staff to work at Client's site;

The Client will provide network related services to allow clients to access the Licensed Software;

The Client will provide client operating systems and platforms with Microsoft Internet Explorer 11 or better, as well as Adobe Reader for the viewing of any reports;

If Client elects to utilize integration services, Client will develop and maintain the middleware component required for integration;

If Client elects to migrate data from previous assessment systems, Client will provide Noble with the data to be migrated in SQL Server backup file format and authorize Noble to access and utilize provided data for the purposes of migrating data to the Noble Assessment Platform.

EXHIBIT D: PRICING

LICENSED SOFTWARE

The Licensee may use the following Software at the locations listed/defined in this Agreement.

PRICING FOR LICENSED SOFTWARE

Pricing for 2 named users is set at $1,341.20 USD

PRODUCT	PRICE
Annual Hosting for Noble Assessment Platform, 2 users	$1,341.20

INSTALLATION/DELIVERY SERVICES/ACCEPTANCE

In order to ensure the effectiveness and success of the delivery services, Noble will assign the following project team:

(1) Client Representative

(1) Systems Engineer

(1) Application Consultant

At times additional staff may be required for the current tasks, and equally at other times the number of staff working on a project may be less than that indicated above. The team members listed above will charge their time as agreed by Customer and Noble toward the services agreement as listed above.

ACCEPTANCE CRITERIA

Case Manager
All hosted software (as delineated above) is deemed accepted after delivery to client and five days of the system running without a high severity error indicated by the client.

TRAINING PROGRAM

In an attempt to meet Customer's training requirements the following schedule has been constructed to offer a purchased block of training for classes up to 25 students. The following classes are currently available:

PRODUCT	DAYS
2 Day PACT Training	2

PAYMENT SCHEDULE

The schedule of payment is as follows:

All hosting fees are invoiced at contract execution. Any training requested under this agreement will be invoiced after delivery. All invoices are /net 30.

Software Total:	**$1,341.20**
Training Total:	**$0**
Agreement Total:	**$1,341.20**

EXHIBIT E: SAMPLE NOBLE SOFTWARE GROUP, LLC WORK ORDER

Addendum Reference (Date/Number/Code) _____

This addendum specifies additional software licenses and services to be provided by Noble Software Group, LLC ("NOBLE") to [XXCustomer] ("Client"). All terms and conditions of the Software License Agreement between Noble and Client, dated ("Agreement"), apply to this addendum as if the same had been set forth herein in full. In case of conflict between the terms of this addendum and the Agreement, the terms of this addendum shall prevail.

1. PROJECT IDENTIFICATION AND DESCRIPTIVE INTRODUCTION

2. DESCRIPTION OF SOFTWARE LICENSED AND/OR SERVICES

2.1 Software and Authorized Sites. The software under this addendum consists of the following components which may be used at the following authorized sites:

2.2 Services. The implementation or other services consist of the following

3. FEES

3.1 Software. Individual prices and the total price are as follows:

3.2 Maintenance on Software

Quarterly rate: $_____or the following percentage of the software list price:

_____%

Maintenance is under the terms of the _____ agreement dated

_____ ("Maintenance Agreement")

3.3 Services (e.g., installation, support, training). Services will be performed on either a time-and-materials-and-expenses basis or a fixed price basis at the following rates/fees:

3.4 Hardware (if any)

3.5 Expenses (e.g., travel, meals, hotel)

4. PAYMENT SCHEDULE (WHEN ARE TO BE PAID)

4.1 Software license fees

4.2 Services

4.3 Maintenance fees

4.4 Hardware

5. PROJECT PLAN/PERFORMANCE SCHEDULE

6. ACCEPTANCE CRITERIA AND PROCEDURE. UNLESS SPECIFIED BELOW, ACCEPTANCE IS UPON DELIVERY.

7. WARRANTY

8. PREREQUISITES/CLIENT TASKS

9. OWNERSHIP OF THE DELIVERABLES

ACCEPTED:

CLIENT		**NOBLE SOFTWARE GROUP, LLC.**	
Signed:	[Sample work order; Do not sign]	Signed:	[Sample work order; Do not sign]
Print name:		Print Name:	
Title:		Title:	
Date:		Date:	

SOFTWARE HOSTING AGREEMENT

between

NOBLE SOFTWARE GROUP, LLC

and

Campbell County Juvenile and Family Drug Court, Wyoming

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is made and entered into and effective _____ (the "Effective Date") by and between Noble Software Group, LLC, (hereinafter called "Noble"), and Campbell County, Wyoming, located at [Customer Address] (hereinafter called "Client").

RECITALS

WHEREAS, Client desires to obtain a non-exclusive license to use certain proprietary software and related documentation from Noble under the terms and conditions of this Agreement; and

WHEREAS, Noble desires to grant such license to Client as a hosted service under the terms and conditions of this Agreement and to perform additional services, including but not limited to installation, integration, testing, and training of the Noble software under the terms and conditions of subsequent Work Orders (defined below) issued under this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this

Agreement, the parties hereby agree as follows:

1. DEFINITIONS

"Agreement": This Agreement including the following Exhibits:

Exhibit A Licensed Software

Exhibit B Third Party Materials

Exhibit C Client Tasks

Exhibit D Pricing

Exhibit E Model Work Order

which are incorporated herein for all purposes.

"Documentation": Text materials which describe the design, function, operation and use of the Licensed Software and which are customarily delivered by Noble to licensees thereof.

"Licensed Software": The source and object code software identified in Exhibit A as Licensed Software, delivered solely by the Hosting Site.

"Third Party Materials": Those products specified as such in Exhibit B which will be procured by Noble from a third party for delivery to Client. Unless identified in Exhibit B or upon notice and written approval of Client, Noble will not deliver any Third Party Materials.

"User Position": Workstations, personal or desktop computers, terminals or other items installed to support and be dedicated to, at any one time, a single individual as part of the Licensed Software.

"Work Order": A written document, in substantial conformity with the model work order in Exhibit E, signed by both parties, specifying the mutually-agreed upon terms for the performance of additional tasks by Noble and which, upon performance, shall be included in and governed by all other terms and conditions of this Agreement. If the Work Order calls for the development of software, the Work Order shall also specify ownership of any intellectual property created thereby in a manner consistent with the title provisions of this Agreement set forth in Section 6, below, and the acceptance criteria for such software.

“Hosted Site”: An internet-based website maintained by Noble for the purposes of delivering the Licensed Software to Client.

2. SCOPE OF TASKS

Upon execution of this Agreement and receipt of the license fees due hereunder, Noble will promptly deliver a hosted website with the Licensed Software to Client and accomplish its responsibilities under this Agreement provided that Client timely completes its responsibilities under this Agreement, specifically including those set forth in Exhibit C: Client Tasks.

Client is responsible for meeting the environmental site requirements set forth in Exhibit C: Client Tasks in a timely manner and at the Client's cost.

Client may request the performance of additional tasks. If Noble agrees, each such task will be documented in a Work Order which will specify the tasks to be performed, the deliverables, the time table for performance and the basis for payment whether on a fixed-price ("Fixed Price") or time-services-materials-and-expenses (T&M") basis. Unless specified otherwise in the Work Order, the terms and conditions of this Agreement shall apply to performance of the Work Order. The pricing for T&M work shall be at Noble customary pricing schedules unless a specific price is set forth in the Work Order.

3. CONSIDERATION

In consideration of Noble's performance, Client agrees to pay Noble in accordance with the following provisions:

License and Other Fixed Price Fees. The charges for Licensed Software and other fixed price items are or shall be set forth in Exhibit D or Work Orders and payable as set forth therein or, if not set forth, payable as follows:

one-third due upon execution of this Agreement or the applicable Work Order, one-third upon delivery, and the balance payable upon acceptance.

T&M Fees. The charges for performance of any T&M tasks due to Work Orders will be billed monthly for charges incurred in the previous monthly period and are due and payable within thirty (30) days of the date of the invoice. Expenses may include, but are not limited to, reasonable charges for materials, office and travel expenses, graphics, documentation, research materials, computer laboratory and data processing, and out-of-pocket expenses reasonably required for performance. Expenses for travel and travel-related expenses and individual expenses in excess of US$500 require the prior approval of Client.

Unless otherwise mandated by law, a service charge of one and one-half percent (1.5%) per month, or the highest lawful interest rate, whichever is lower, will be applied to all amounts which are not paid within fifteen (15) business days after notice is given that payment is overdue.

All payments shall be made in United States dollars. International payments will be made by wire transfer to a bank designated by Noble.

4. TAXES

Client agrees to indemnify and hold Noble harmless from any taxes including, but not limited to, sales tax, use tax, withholding, value-added or similar tax, and property taxes that may be assessed or levied by any jurisdiction arising out of the performance of this Agreement but excluding any taxes based upon or determined by reference to Noble's income or level of business activity ("Taxes"). It is understood and agreed that the prices and estimates set forth in this Agreement do not include provision for Taxes and Noble does not collect such taxes for deposit with any federal, state or local taxing authority.

5. ACCEPTANCE

Unless the parties agree otherwise herein or in a Work Order, the Licensed Software will be considered accepted upon delivery. In the event that there are multiple sites, acceptance of the Licensed Software, or any part thereof, at the first such delivery shall constitute acceptance at all subsequent sites.

If a Work Order calls for installation and acceptance testing, the parties agree to the following procedure.

Following proper installation of the Licensed Software by Noble pursuant to the Work Order, unless specified in the Work Order, the parties will perform the acceptance tests provided by Noble for the purpose of determining that the Licensed Software performs substantially in accordance with its Documentation or, in the case of new software development, substantially in accordance with Client's functional requirements for such software. If the Licensed Software (including newly developed software) substantially performs the acceptance tests, Client shall notify Noble within five (5) days, and the date of notification shall be the acceptance date. Failure to do so will constitute acceptance. Testing will be scheduled in accordance with the implementation plan set forth in the Work Order.

If Client fails to notify Noble of any material defect within thirty (30) days of installation of the Licensed Software, the Licensed Software shall be deemed accepted by Client.

If Client notifies Noble in writing and demonstrates to Noble that the Licensed Software has not substantially met the acceptance tests, Noble shall make corrections and modifications to the Licensed Software so as to meet such criteria. The charges for corrections and modifications to Fixed Price components are included in the Fixed Price established therefor. The charges for corrections and modifications to T&M components will be charged on a T&M basis.

Corrections and modifications will be accomplished on a timely basis to make the Licensed Software ready for retesting by Client. The parties shall repeat the acceptance tests as soon as reasonably requested by Noble and Client shall notify Noble within five (5) days after such tests have been conducted if and when the Licensed Software is accepted. In the event that the Licensed Software (or parts thereof) does not pass the applicable acceptance test(s), Client may issue a conditional acceptance, upon terms acceptable to both parties, which will permit utilization in production and continued correction by Noble of any defects. If Client declines to grant conditional acceptance, then Client may terminate this Agreement in accordance with section 8.5. Otherwise, the date of the last such test shall be the acceptance date.

In the event the Licensed Software (or parts thereof) does not pass the applicable acceptance test(s), but is utilized by Client in a production environment for a period of thirty (30) consecutive business days, it shall be deemed accepted for all purposes as if it had successfully passed such acceptance test(s).

6. TITLE

Noble shall retain title to all intellectual property rights embodied in the Licensed Software, Documentation and any modification or enhancement of the Licensed Software or Documentation made under this Agreement or any Work Order ("Noble Property").

Client shall retain title to all intellectual property rights embodied in software, and any modification or enhancement thereof, that is provided or developed solely by Client without any violation of the terms of this Agreement and which is not Noble Property ("Client Property").

The parties agree that performance hereunder may result in the development of new concepts, software, methods, techniques, processes, adaptations and ideas, in addition to the Noble Property and/or Client Property, which may be delivered by Noble or embedded in Noble's deliverables ("New Property"). The parties agree that ownership of New Property shall be determined on a case by case basis prior to the execution of a Work Order requiring the delivery of any New Property and such ownership shall be clearly detailed in such Work Order. The parties intend for the designation of ownership in the Work Order to be consistent with (but not necessarily bound by) the following guidelines:

New Property which contains Client's proprietary or confidential information shall belong to Client to the extent it contains such information; and

New Property which contains Noble's proprietary or confidential information shall belong to Noble to the extent it contains such information; and

Any other New Property for which ownership is not allocated by Work Order or by the above default rules shall belong to Noble.

Each party will assign and shall cause its respective employees, agents, and contractors to assign, without further consideration, the ownership of software and/or documentation, including all associated intellectual property rights therein, as necessary to give effect to the ownership terms specified in this Agreement. Each party agrees to perform, at the reasonable request of the owner of such software and/or documentation, such further acts as may be necessary or desirable to transfer ownership of, and to perfect and defend, such software and/or documentation or other deliverable or work product in order to give effect to these ownership terms.

In as far as data entered into the system by Client, such data shall be deemed to be owned by Client. Noble shall have right to use, at its sole discretion, such data in an anonymous fashion, for the purposes of research, validation, and other commercial use. Anonymous data is defined, for the purposes of this section, to refer to data that have had all personally identifying characteristics removed, destroyed, obfuscated, or otherwise rendered de-identifying of the person to whom they relate.

7. LICENSE

In accordance with the terms herein, Noble grants to Client, and Client accepts from Noble, a personal, non-exclusive and non-transferable (except as otherwise specifically provided by this Agreement) Hosted Site to use the current version of Licensed Software (or any other version provided to Client by Noble) on Noble's hosting servers for the specified number of User Positions for the term of this agreement.

Software shall be able to be used at any of Client's business premises without the prior approval of Noble. The Licensed Software may not be used at other locations unless Noble is notified and approves otherwise, such approval not to be unreasonably withheld. Use of the Licensed Software may be subsequently transferred to other locations maintained by Client, provided (1) the total number of User Positions at which the Licensed Software is used by Client does not exceed the number of User Positions specified in Exhibit A and (2) Client provides Noble with written notice within thirty (30) days after such transfer.

The Licensed Software shall be used only for the processing of Client's own business, which may include servicing and maintaining records on behalf of its customers and clients. Client shall not permit any third party to use the Licensed Software. Authorized agents or contractors of Client acting for Client shall not be considered "third parties" for purposes of such limitation provided, however that disclosure of Noble Confidential Information to such agents or contractors will be subject to the provisions of Section 18 ("Confidentiality").

Client shall not use or allow the use of the Licensed Software (a) for rental or in the operation of a service bureau; (b) through terminals located outside Client's business premises by persons not employed by or under contract with Client; or (c) as on-line control equipment in the operation of a nuclear facility, aircraft navigation or aircraft communication systems, or air traffic control machines.

Client shall not, either directly, or through a third party, reverse engineer, disassemble or decompile any software provided by Noble, or make any attempt in any fashion except as specifically provided in this Agreement to obtain the source code to the Licensed Software, nor shall Client reproduce or distribute, the Licensed Software or Hosted Site, or any part thereof, as part of any other software program. Further, Client

may not create any software program which makes direct function calls to any libraries which are Third Party Materials and which are designated as unavailable for such purposes in Exhibit B.

Client is strictly prohibited from installing any third party software on Noble's servers without the express written authorization of Noble.

In the event that the authorized third party software disrupts Noble's server, Noble shall have the right to temporarily disable the software until the problem can be resolved.

In the event that the Client installs third party software on Noble's servers without the express written authorization of Noble's, Noble shall have the right to terminate the Services without notice pursuant to Section 8 herein

8. TERM AND TERMINATION

The term of this Agreement shall be for one (1) year. Contract service shall commence upon the execution of this agreement and shall remain in effect for the original one-year (1-year) term and, thereafter, for renewal terms on a year-to-year basis until terminated (i) by Client in the event the Hosted Site is taken out of service and upon sixty (60) days' notice to Noble; (ii) by either party upon sixty (60) days' notice prior to the expiration of the original one-year (1-year) or any subsequent one-year (1-year) renewal term; (iii) by either party upon a default of the other party, such default remaining uncured for thirty (30) days from the date of written notice from the non-defaulting party to the other specifying such default; (iv) upon the bankruptcy or insolvency of Noble; or (v) the Software Hosting Agreement is terminated. Upon such termination, Noble shall refund to Client a portion of the maintenance fee prorated to reflect the date of termination and neither Noble nor Client shall have any further obligations hereunder, unless the termination is enacted by Client under part two (ii) of this section, in which case no refund of maintenance fees is due to Client by Noble.

Each party has the right to terminate this Agreement and license(s) granted herein:

Upon written notice if the other party, its officers or employees violate any material provision of this Agreement including, but not limited to, Section 18 ("Confidentiality") or Section 3 ("Consideration"), provided that the non-breaching party is in substantial compliance with the terms of this Agreement. The default notice must be clearly identified as such, be referenced to this Section 8, and specify in detail the basis for the alleged material breaches. Except with regard to breaches of confidentiality (which shall be ten [10] days) and payment obligations (which shall be fifteen [15] business days), the breaching party shall have thirty (30) days from receipt of such notice to correct such breach;

In the event the other party (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute or (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority.

In the event of termination by reason of Client's failure to substantially comply with any material part of this Agreement, or upon any act which shall give rise to Noble's right to terminate, Noble shall have the right, at any time, to terminate the license(s), deactivate the Hosted Site, and take immediate possession of the Licensed Software and documentation and all copies wherever located, without additional demand or notice.

Within five (5) days after termination of the license(s) as provided above, Client will return to Noble any Licensed Software in the form provided by Noble or as modified by Client at Client's cost, or upon request by Noble destroy the Licensed Software and all copies, and certify in writing that they have been destroyed. Termination under this Article shall not relieve Client or Noble of obligations regarding confidentiality of the Licensed Software.

Without limiting any of the above provisions, in the event of termination as a result of Client's failure to substantially comply with any of its material obligations under this Agreement, Client shall continue to be obligated for any payments due. Termination of the license(s) shall be in addition to and not in lieu of any equitable or other remedies available to Noble.

Notwithstanding anything contained in this Section 8 to the contrary, once Client has made full payment of the license fee for any particular term of hosting the Licensed Software, Noble cannot terminate the license granted hereunder with respect to such program, except for an uncured breach by Client of the terms of Section 7 ("License"), Section 11 (“Compliance with Law”), Section 18 ("Confidentiality") or Section 22 ("Assignment").

Notwithstanding anything herein to the contrary, in the event of termination of this Agreement by Client for cause prior to acceptance of the Licensed Software, the software licenses granted hereunder shall be canceled and Client shall discontinue use of the Licensed Software and Hosted Site and return all copies thereof to Noble and Noble shall refund any license fees paid. Upon such termination and return of the Licensed Software and repayment, the parties hereto shall be discharged of all further liabilities under this Agreement except for such liabilities arising out of the continuing obligations of confidentiality and non-solicitation of employees.

Notwithstanding anything herein, pursuant to Sections 7.7 and 11, Noble may immediately terminate this agreement and withdraw the hosting services in the event that in the sole discretion of Noble, it determines that:

Client is using or allowing, authorizing or assisting the Hosted Site to be used for illegal purposes; or

Client downloads or installs third party software to its Hosted Site without the express written authorization of Noble.

9. WARRANTIES

Noble warrants that, for thirty (30) days following Client acceptance of the Licensed Software furnished under this Agreement or the deliverables provided pursuant to a Work Order hereunder (the "Warranty Period"), the Licensed Software, exclusive of Third Party Materials, will substantially conform to the accepted level of performance as set forth in Section 5.2(a) ("Warranty"). To the extent that Client notifies Noble in writing during the applicable Warranty Period of any material non-conformity of the Licensed Software or deliverables with such acceptance level, and provides Noble with (a) Client's estimation of the severity of such non-conformity and (b) such printouts, typescripts, documentation and other details of such non-conformity as Noble shall request, Noble's sole obligations to use reasonable commercial measures to remedy or provide a work-around for such defect. In determining the timing of its response, Noble shall be entitled to take into account the severity of the defect. In the event that Noble determines that the Licensed Software is not

defective in such respect, Client shall reimburse Noble for its services at Noble's then current consulting rate for such services.

To the extent its agreement with a supplier of Third Party Materials permits, Noble shall pass through to Client any performance warranty relative to such Third Party Materials; provided, however, that Noble makes no additional or supplemental warranty with respect thereto.

Noble warrants that it has, and on the date of acceptance of the Licensed Software will have, the full right and authority to grant this license and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Noble is a party or by which it is bound.

Noble warrants that its technical and consulting services will be of a professional quality conforming to generally accepted industry standards and practices. During the thirty (30) day period following completion of any such services, Noble shall, upon receipt of written notice from Client describing a breach of the foregoing Warranty in such reasonable detail as is requested by Noble, perform the services described in such written notice so as to conform to generally-accepted industry standards and practices.

These warranties do not cover defects or nonperformance due to causes and products external to the Licensed Software, and are not valid with respect to such defects or nonperformance.

If the Licensed Software is not in substantial compliance with the warranties contained in this Agreement at the end of the Warranty Period, Noble shall extend the Warranty Period until the Licensed Software is brought into such compliance.

If any modification is made to the Licensed Software by Client without Noble's approval, this Warranty shall immediately be terminated with respect to such modified software. Correction for difficulties or defects traceable to Client's unauthorized modifications or unauthorized systems changes shall be billed to Client at Noble's standard time and material charges.

Noble makes no warranties with regard to Third Party Materials. Along with the transfer of title, Noble agrees to transfer and assign to Client all of Noble's rights and interests in and with respect to all purchase agreements for Third Party Materials being supplied under this Agreement between Noble and other manufacturers and distributors, subject to any limitations set forth in such agreements relating to such transfers. Upon request by Client, all purchase agreements will be submitted to Client for prior approval. Noble will execute any documents or instruments reasonably necessary to effect the transfer and assignment of Noble's rights and interests thereunder. Noble makes no representation as to the effectiveness, adequacy or enforceability of such transferred rights.

Except as otherwise specifically provided by this Agreement, Noble's sole liability for any damages relating to the (a) performance of the Licensed Software and sufficiency of the services hereunder or (b) matters covered by this Warranty, shall be limited to the provisions of this Section 9 regardless of whether any liability is based on contract or other theory.

THE WARRANTIES IN THIS SECTION 9 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY NOBLE. NOBLE MAKES AND CLIENT RECEIVES NO ADDITIONAL WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, CONTRACTOR OR EMPLOYEE OF NOBLE, EXCEPT NOBLE'S DULY AUTHORIZED

REPRESENTATIVE, IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF NOBLE AS SET FORTH HEREIN.

10.NON-SOLICITATION OF EMPLOYEES

Each party agrees that, during the period of performance of this Agreement, and for a period of one (1) year following completion of the period of performance, it will not solicit for employment or hire the employees of the other party without such other party's prior written consent thereto. The period of performance for purposes of this Section 10 shall begin on the effective date of this Agreement and end upon the earlier to occur of: (1) final payment by Client of any fees due under Section 3 of this Agreement; or (2) termination of this Agreement and the license(s) granted hereunder.

If either party hires any personnel of the other party who are or have been assigned to perform work for the party seeking to hire such personnel under this Agreement, the hiring party shall pay the other party a fee for the additional benefit obtained thereby. If such hire occurs during the performance of this Agreement or within one (1) year following completion of the period of performance, the hiring party shall pay an amount equal to one hundred percent (100%) of the total first year compensation paid to such personnel.

11.COMPLIANCE WITH LAW

This Agreement is made subject to any laws, regulations, orders or other restrictions on the export of the Licensed Software, or information about the Licensed Software, which may be imposed at any time or from time to time by the United States Government. Client (i) shall comply with all such laws, regulations, permits, orders and other restrictions to the extent that they are applicable to Client and (ii) shall not, directly or indirectly, export or re-export (as defined in the United States Export Administration Regulations) the Licensed Software or any information about the Licensed Software to any country for which the United States Government, or any agency thereof, requires an export license or other governmental approval without first obtaining the same. Noble shall comply with all applicable statutes with respect to labor employed, and shall protect and indemnify Client against any payroll taxes or contributions imposed with respect to employees of Noble or any subcontractor by any applicable law dealing with old age benefits, FICA, unemployment compensation, health insurance and related subjects. Noble and Client agree that Noble is an independent contractor. Noble shall be liable for and hereby represents to Client that all payments and obligations to subcontractors and suppliers will be timely made and satisfied at all times during the term of this Agreement, and agrees to indemnify Client for any loss to Client relating to Noble's violation of the provisions of this Article, provided, however, Noble is given prompt written notice of any claim or action and control, authority, information, and reasonable assistance for defense or settlement thereof; and provided further that Client shall not settle such claim, suit or proceeding without the written consent of Noble.

Client acknowledges and agrees that Noble may elect at its sole discretion to monitor the activities of the Client on it Hosted Site. Client agrees to use the Services and the Website for legal purposes only. In the event that Noble becomes aware or reasonably believes, in its sole discretion, that the Website is being used for illegal purposes, Noble shall be entitled to immediately terminate the Agreement and the Services without notice in addition to any remedies to which it may be entitled under law.

Client agrees to indemnify and save harmless Noble from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any illegal use of the Licensed Software or the Hosted Site.

12.APPLICABLE LAW

The law of the State of Washington applies to this Agreement and the rights, duties, and obligations of the parties hereto. The state and or federal courts in King County, Washington, shall have exclusive jurisdiction of any action arising out of or relating to this Agreement and each of the parties further irrevocably agrees to waive any objection to the venue of any such suit or proceeding in King County, Washington, or to in personam jurisdiction, provided that service is effective.

The United Nations Convention on Contracts for the International Sale of Goods is excluded from application hereto.

13.PROPRIETARY RIGHTS INDEMNITY

Noble shall defend, indemnify and hold harmless Client with respect to any claim, demand, cause of action, or liability, including attorneys' fees, to the extent that such is based upon a claim that the Licensed Software, (including any deliverables pursuant to Work Orders) used by Client within the scope of the licenses granted hereunder, infringes any United States, UK, Hong Kong, France, Germany, Switzerland, or Japan patent, any United States copyright, or any trade secret or other intellectual property rights; provided that Noble is promptly notified in writing of such claim and provided further that Noble shall have the exclusive right to control such defense. The acceptance, by Noble, of tender of defense of any claim shall give Noble the right to select legal counsel and manage the defense, provided that Client shall be given regular notice and opportunity to participate in such litigation, at Client’s expense. In no event shall Client settle any claim, lawsuit or proceeding without Noble's prior written approval. Client may, at its own expense, assist in such defense if it so chooses.

In the event of any such claim, litigation or threat thereof, Noble, at its sole option and expense, may procure for Client the right to continue to use the Licensed Software or, at its sole option and expense, may replace or modify the Licensed Software with functionally-compatible, non-infringing software. If such settlement or such modification is not reasonably practical in the sole opinion of Noble, after giving due consideration to all factors including financial expense, or if a temporary or final injunction or other judgment is obtained against Noble with respect to the Licensed Software or any part thereof, Noble may cancel this Agreement or the applicable Work Order and the licenses granted thereunder upon fifteen (15) days written notice to Client and shall refund to Client the unamortized portion of the amounts paid to Noble by Client for the development and/or acquisition thereof based upon five (5) year straight-line depreciation, such depreciation to commence on the date on which the Licensed Software was first accepted hereunder. Upon such repayment Noble shall be discharged of all further liability hereunder except for the obligations set forth in Section 13.1 hereof.

To the extent its agreement with a vendor of Third Party Materials permits, Noble will pass through to Client any proprietary rights indemnity relating to such Third Party Materials; provided, however, that Noble gives no additional or supplemental indemnity with respect thereto.

The foregoing states the entire liability of Noble and the exclusive remedies of Client with respect to the infringement of any proprietary rights by the Licensed Software or any parts thereof, and Client hereby expressly waives any other such liabilities.

14. GENERAL INDEMNITY

The parties acknowledge that it may be necessary for the employees of each to be present at the facilities of the other for extended periods of time. The parties agree upon reasonable notice to provide the employees of the other with all reasonable facilities and services to assure that their services may be properly performed.

Each party will instruct its employees to conform to the internal regulations and procedures of the other party while on such party's premises.

Additionally, each party agrees to indemnify, defend, and save harmless the other party, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm, or corporation for personal injury or tangible property damage, but only to the extent of the negligence and/or willful misconduct of the indemnifying party.

15.INSURANCE

Noble certifies, and will provide evidence thereof at Client's request, that Noble maintains:

A standard policy covering the obligations of Noble for Worker's Compensation Insurance pursuant to the laws of California or such other jurisdiction as applicable.

Insurance covering bodily injury and property damages in the amount of not less than $1,000,000 for each occurrence and $3,000,000 aggregate. Such coverage may be achieved through a combination of commercial general liability and umbrella liability policies.

Automobile liability insurance covering all owned, non-owned, and hired vehicles with a combined single limit for bodily injury and property damage of not less than $2,000,000 per accident.

16.LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF THE OTHER PARTY OR OF DIRECT DAMAGES GREATER THAN THE LIMITATIONS ESTABLISHED HEREIN EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Noble shall not be liable to Client for cumulative direct damages greater than the lesser of (1) the total amount having then been paid by Client to Noble under this Agreement, or (2) if such damages arise in connection with the performance of any Work Order, the amount having then been paid by Client to Noble under such Work Order; provided, however, that the limitation of this sentence shall not apply to Noble's obligations set forth in Section 13 ("Proprietary Rights Indemnity") or Section 14 ("General Indemnity") of this Agreement or for such

liabilities covered by the insurance defined in Section 15 ("Insurance") in which case the limits of such coverage will govern.

Except where the limitation does not apply as described above, Client releases Noble from all obligations, liability, claims, or demands relating to the Licensed Software and Documentation and this Agreement in excess of the limitations provided for in this Section 16. The parties acknowledge that the limitation set forth in this Section is integral to the amount of fees levied in connection with the license of the Licensed Software and Documentation and the services rendered hereunder and that, were Noble to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher.

Client further agrees that it shall have no claim or cause of action against third party licensors to Noble of any Third Party Materials which are embedded in the Licensed Software, except to the extent such rights have been duly assigned to Client.

17.FORCE MAJEURE

Neither party shall be liable for default or delay caused by any occurrence beyond its reasonable control or beyond the reasonable control of any subcontractor, including but not limited to fires, strikes, accidents, acts of God and subcontractor defaults. In the event Noble should be delayed in the completion of any portion of the work by reason of any such occurrence, the time within which the portion of work is to be completed shall be extended by the period of such delay, but no such extension shall be made unless a notice thereof is presented by Noble to Client in writing within ten (10) working days after the occurrence of such delay and no payment shall be made by Client to Noble for any expenses incurred by Noble by reason of any such default or delay.

In addition to the foregoing, Noble shall not be liable for default or delay caused by Noble's efforts to comply with U.S. Government export control laws and regulations. In the event that U.S. Government export control laws or regulations change after the execution of this Agreement and such changes inhibit or prohibit Noble from performing under this Agreement, Noble shall not be liable for its non-performance.

18.CONFIDENTIALITY

Any information which a party considers to be confidential or proprietary shall, if tangible, be marked as such or, if communicated orally, designated at the time and promptly confirmed in writing as such. Information which is so marked or designated and confirmed, and the Licensed Software regardless of form or designation, shall be "Confidential Information" under this Agreement. Information received by Noble while on the premises of Client shall be deemed Confidential Information whether marked as such or not.

Confidential Information shall be held in trust and used only as necessary for the performance of this Agreement. Confidential Information shall be treated with the same degree of care to avoid disclosure to third parties as is used with respect to the recipient party's own Confidential Information, but not less than a reasonable degree of care.

Confidential Information shall be disclosed only to those employees or agents of a party who have a need to know such information and are under a binding obligation of confidentiality with respect to any such information received. Confidential Information shall not be disclosed to any other third party without the prior written consent of the party disclosing the Confidential Information. The party receiving Confidential Information shall defend, indemnify and save the disclosing party harmless from and against any and all damages, including reasonable attorneys' fees, sustained as a result of the unauthorized use or disclosure of the disclosing party's Confidential Information.

Confidential Information shall not include information (a) at the time of its disclosure was known to the party to whom disclosed; (b) is already in the public domain or becomes generally known or published without breach of this Agreement; (c) is lawfully disclosed by a third party free to disclose such information; (d) is independently developed by the party to whom disclosed without reference to or use of the Confidential Information; or (d) is legally required to be disclosed provided that the party so compelled shall promptly notify the other party so as to permit such other party to appear and object to the disclosure and further provided that such disclosure shall not change or diminish the confidential and/or proprietary status of the Confidential Information.

Notwithstanding the restrictions of this Section 18, Noble or Client may announce the parties' relationship in a press release subject to the reasonable written approval of the other party.

19. DISPUTE RESOLUTION

Except as provided in Section 20 below and unless otherwise required in order to comply with deadlines under the law, neither party shall file an action or institute legal proceedings with respect to any dispute, controversy, or claim arising out of, relating to, or in connection with, this Agreement until: (a) the aggrieved party has given the other party written notice of its grievance setting forth the nature of the dispute, the amount involved, if any, and the remedy desired, and delivering same by certified mail; (b) the other party has failed to provide a prompt and effective remedy; (c) the aggrieved party has requested senior executives for both parties to meet and discuss the matter in order to consider informal and amicable means of resolution; and (d) either such meeting failed to occur within fifteen (15) days after such request or the meeting did not produce a mutually satisfactory resolution of the matter.

20. INJUNCTIVE RELIEF

Noble and Client hereby acknowledge and agree that damages at law and the dispute resolution provisions of Section 19 may be inadequate remedies for the breach of Sections 6 ("Title"), Section 7 ("License"), Section 10 ("Non-Solicitation of Employees") or Section 18 ("Confidentiality") hereof, and, accordingly, Noble and Client hereby agree that Noble and/or Client may be entitled to temporary and permanent injunctive or other equitable relief with respect to any such breach without the necessity of proving actual damages or posting a bond or other security or resorting to the provisions of Section 19. The rights set forth in this Section 20 shall be in addition to any other rights which the parties may have at law or in equity.

Noble and Client agree that if any portion of this Relief provision is found to be over-reaching or unenforceable, that these provisions can, nonetheless, be applied to the extent found to be enforceable.

21.NOTICES

Unless stated otherwise, all notices, approvals, consents, requests, demands, or other communication to be given to either party shall be in writing by any means where receipt is acknowledged, including electronic transmission, except by facsimile transmission, and shall be effective on the date of receipt thereof. If undeliverable, or if receipt is not acknowledged by the receiving party, such communication shall be effective ten (10) days from the date mailed or sent.

Such communication shall be addressed to the parties, except Default Notices and Notices of Termination which shall be addressed to the parties and their legal counsel, at their respective addresses set forth below, or at any other address that each party shall provide to the other in writing:

NOBLE'S LEGAL COUNSEL:

Noble Software Group, LLC
PO Box 990891
Redding, CA 96099
Attention: Chief Financial Officer

Lasher Holzapfel Sperry & Ebberson
601 Union St., Suite 2600
Seattle, WA 98101-4000
Attention: Ronald E. Braley

22.ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. Neither party may assign this Agreement and/or any of its rights and/or obligations hereunder without the prior written consent of the other party and any such attempted assignment shall be void, except that either party may assign this Agreement and/or any of its rights and/or obligations hereunder, upon written notice to the other party to another entity in the event of that party's merger or consolidation with another entity, without the consent of the other party, provided that the assignee is capable of fulfilling and intends to fulfill the obligations of the assigning party under this Agreement. Each party may terminate this Agreement in case there is a change of control of the other party, but shall not be entitled to any refund whatsoever and all amounts owing shall be immediately paid. The term, “Change of Control” shall be limited to an ownership change of more than Fifty Percent (50%) during any twelve-month period. In the case of a governmental agency as Client, the term, “change of control” shall be limited to a complete transfer of the responsibilities of such agency for which this Software has been licensed to another agency.

23.GENERAL

This Agreement constitutes the complete and exclusive statement of the agreement between the parties as relates to the subject matter and supersedes all proposals, oral or written, and all other representations, statements, negotiations and undertakings relating to the subject matter.

No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon either party unless in writing signed by an authorized representative of such party. No waiver by either party of any breach by the other party of any of the provisions of this Agreement shall be construed as a waiver of that or any other provision on any other occasion.

In the event any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in effect and the Agreement shall be read as though the offending provision had not been written or as the provision shall be determined by such court to be read.

Upon termination or other expiration of this Agreement, each party shall forthwith return to the other all papers, materials and other properties of the other held by it for purposes of execution of this Agreement.

The captions used in this Agreement are inserted for the convenient reference of the parties and in no way define, limit or describe the scope or intent of this Agreement or any part hereof.

Dates or times by which Noble is required to make performance under this license shall be postponed automatically for so long as Noble is prevented from meeting them by causes which are Client's responsibility.

The prevailing party in a controversy or claim shall have the right to collect its reasonable expenses incurred in enforcing this Agreement, including reasonable attorney's fees.

This Agreement may be executed in two original counterparts, which together shall constitute the same Agreement, but only one of which need be produced to evidence the Agreement.

The parties further agree that the rights and obligations set forth in Sections 3, 4, 6, 10, 11, 12, 13, 14, 16, 18, 19, 20, 21, and subsections 23.1, 23.2, 23.3, 23.4, and 23.7 shall survive the completion or termination of this Agreement for any reason and enforcement thereof shall not be subject to any conditions precedent.

IN WITNESS WHEREOF, each party has caused a counterpart original of this Agreement to be executed as of the date first written above by its authorized representative.

ACCEPTED BY:

CLIENT		**NOBLE SOFTWARE GROUP, LLC.**	
Signed:	_____	Signed:	_____
Print name:	_____	Print Name:	Aaron Picton
Title:	_____	Title:	CFO
Date:	_____	Date:	_____

EXHIBIT A: LICENSED SOFTWARE

LICENSED SOFTWARE

All listed Licensed Software will be delivered by a Hosted Site, created and maintained by Noble for the purposes of delivering the Licensed Software to Client via the Internet.

PRODUCT	DESCRIPTION
Noble Assessment Platform	Hosted web-based application for the delivery of assessment and case planning tools.

USE OF LICENSED SOFTWARE

The Licensed Software listed above may be used in accordance with the Software License Agreement to support the following:

Up to 10 named users

EXHIBIT B: THIRD PARTY MATERIALS

OVERVIEW

Noble is not responsible for the procurement and delivery of any third party materials to the Client as part of the execution of this agreement.

EXHIBIT C: CLIENT TASKS

OVERVIEW

This document describes the major activities required of the Client staff or their consultants or agents in the execution of this Agreement.

CLIENT TASKS

Noble agrees to implementation services such as installation, implementation, and training will be executed as a separate Work Order referencing this Agreement;

The Client will provide an appropriate environment, during normal business hours, upon reasonable notice, for Noble on-site support personnel and training staff to work at Client's site;

The Client will provide network related services to allow clients to access the Licensed Software;

The Client will provide client operating systems and platforms with Microsoft Internet Explorer 11 or better, as well as Adobe Reader for the viewing of any reports;

If Client elects to utilize integration services, Client will develop and maintain the middleware component required for integration;

If Client elects to migrate data from previous assessment systems, Client will provide Noble with the data to be migrated in SQL Server backup file format and authorize Noble to access and utilize provided data for the purposes of migrating data to the Noble Assessment Platform.

EXHIBIT D: PRICING

LICENSED SOFTWARE

The Licensee may use the following Software at the locations listed/defined in this Agreement.

PRICING FOR LICENSED SOFTWARE

Pricing for up to four named users is set at $2,011.80 USD

PRODUCT	PRICE
Annual Hosting for Noble Assessment Platform, up to four named users	$2,011.80

INSTALLATION/DELIVERY SERVICES/ACCEPTANCE

In order to ensure the effectiveness and success of the delivery services, Noble will assign the following project team:

(1) Client Representative

(1) Systems Engineer

(1) Application Consultant

At times additional staff may be required for the current tasks, and equally at other times the number of staff working on a project may be less than that indicated above. The team members listed above will charge their time as agreed by Customer and Noble toward the services agreement as listed above.

ACCEPTANCE CRITERIA

Case Manager
All hosted software (as delineated above) is deemed accepted after delivery to client and five days of the system running without a high severity error indicated by the client.

TRAINING PROGRAM

In an attempt to meet Customer's training requirements the following schedule has been constructed to offer a purchased block of training for classes up to 25 students. The following classes are currently available:

PRODUCT	DAYS
2 Day PACT Training	2

For the first year of this agreement, two-days of PACT training will be delivered for a total cost of $4,400.

PAYMENT SCHEDULE

The schedule of payment is as follows:

All hosting fees are invoiced at contract execution. Any training requested under this agreement will be invoiced after delivery. All invoices are /net 30.

Software Total:	**$2,011.80**
Training Total:	**$4,400.00**
Agreement Total:	**$6,411.80**

EXHIBIT E: SAMPLE NOBLE SOFTWARE GROUP, LLC WORK ORDER

Addendum Reference (Date/Number/Code) _____

This addendum specifies additional software licenses and services to be provided by Noble Software Group, LLC ("NOBLE") to [XXCustomer] ("Client"). All terms and conditions of the Software License Agreement between Noble and Client, dated ("Agreement"), apply to this addendum as if the same had been set forth herein in full. In case of conflict between the terms of this addendum and the Agreement, the terms of this addendum shall prevail.

1. PROJECT IDENTIFICATION AND DESCRIPTIVE INTRODUCTION

2. DESCRIPTION OF SOFTWARE LICENSED AND/OR SERVICES

2.1 Software and Authorized Sites. The software under this addendum consists of the following components which may be used at the following authorized sites:

2.2 Services. The implementation or other services consist of the following

3. FEES

3.1 Software. Individual prices and the total price are as follows:

3.2 Maintenance on Software

Quarterly rate: $_____or the following percentage of the software list price:

_____%

Maintenance is under the terms of the _____ agreement dated

_____ ("Maintenance Agreement")

3.3 Services (e.g., installation, support, training). Services will be performed on either a time-and-materials-and-expenses basis or a fixed price basis at the following rates/fees:

3.4 Hardware (if any)

3.5 Expenses (e.g., travel, meals, hotel)

4. PAYMENT SCHEDULE (WHEN ARE TO BE PAID)

4.1 Software license fees

4.2 Services

4.3 Maintenance fees

4.4 Hardware

5. PROJECT PLAN/PERFORMANCE SCHEDULE

6. ACCEPTANCE CRITERIA AND PROCEDURE. UNLESS SPECIFIED BELOW, ACCEPTANCE IS UPON DELIVERY.

7. WARRANTY

8. PREREQUISITES/CLIENT TASKS

9. OWNERSHIP OF THE DELIVERABLES

ACCEPTED:

CLIENT		**NOBLE SOFTWARE GROUP, LLC.**	
Signed:	[Sample work order; Do not sign]	Signed:	[Sample work order; Do not sign]
Print name:		Print Name:	
Title:		Title:	
Date:		Date:	

SOFTWARE HOSTING AGREEMENT

between

NOBLE SOFTWARE GROUP, LLC

and

Campbell County Juvenile Probation, Wyoming

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is made and entered into and effective _____ (the "Effective Date") by and between Noble Software Group, LLC, (hereinafter called "Noble"), and Campbell County, Wyoming, located at [Customer Address] (hereinafter called "Client").

RECITALS

WHEREAS, Client desires to obtain a non-exclusive license to use certain proprietary software and related documentation from Noble under the terms and conditions of this Agreement; and

WHEREAS, Noble desires to grant such license to Client as a hosted service under the terms and conditions of this Agreement and to perform additional services, including but not limited to installation, integration, testing, and training of the Noble software under the terms and conditions of subsequent Work Orders (defined below) issued under this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this

Agreement, the parties hereby agree as follows:

1. DEFINITIONS

"Agreement": This Agreement including the following Exhibits:

Exhibit A Licensed Software

Exhibit B Third Party Materials

Exhibit C Client Tasks

Exhibit D Pricing

Exhibit E Model Work Order

which are incorporated herein for all purposes.

"Documentation": Text materials which describe the design, function, operation and use of the Licensed Software and which are customarily delivered by Noble to licensees thereof.

"Licensed Software": The source and object code software identified in Exhibit A as Licensed Software, delivered solely by the Hosting Site.

"Third Party Materials": Those products specified as such in Exhibit B which will be procured by Noble from a third party for delivery to Client. Unless identified in Exhibit B or upon notice and written approval of Client, Noble will not deliver any Third Party Materials.

"User Position": Workstations, personal or desktop computers, terminals or other items installed to support and be dedicated to, at any one time, a single individual as part of the Licensed Software.

"Work Order": A written document, in substantial conformity with the model work order in Exhibit E, signed by both parties, specifying the mutually-agreed upon terms for the performance of additional tasks by Noble and which, upon performance, shall be included in and governed by all other terms and conditions of this Agreement. If the Work Order calls for the development of software, the Work Order shall also specify ownership of any intellectual property created thereby in a manner consistent with the title provisions of this Agreement set forth in Section 6, below, and the acceptance criteria for such software.

“Hosted Site”: An internet-based website maintained by Noble for the purposes of delivering the Licensed Software to Client.

2. SCOPE OF TASKS

Upon execution of this Agreement and receipt of the license fees due hereunder, Noble will promptly deliver a hosted website with the Licensed Software to Client and accomplish its responsibilities under this Agreement provided that Client timely completes its responsibilities under this Agreement, specifically including those set forth in Exhibit C: Client Tasks.

Client is responsible for meeting the environmental site requirements set forth in Exhibit C: Client Tasks in a timely manner and at the Client's cost.

Client may request the performance of additional tasks. If Noble agrees, each such task will be documented in a Work Order which will specify the tasks to be performed, the deliverables, the time table for performance and the basis for payment whether on a fixed-price ("Fixed Price") or time-services-materials-and-expenses (T&M") basis. Unless specified otherwise in the Work Order, the terms and conditions of this Agreement shall apply to performance of the Work Order. The pricing for T&M work shall be at Noble customary pricing schedules unless a specific price is set forth in the Work Order.

3. CONSIDERATION

In consideration of Noble's performance, Client agrees to pay Noble in accordance with the following provisions:

License and Other Fixed Price Fees. The charges for Licensed Software and other fixed price items are or shall be set forth in Exhibit D or Work Orders and payable as set forth therein or, if not set forth, payable as follows:

one-third due upon execution of this Agreement or the applicable Work Order, one-third upon delivery, and the balance payable upon acceptance.

T&M Fees. The charges for performance of any T&M tasks due to Work Orders will be billed monthly for charges incurred in the previous monthly period and are due and payable within thirty (30) days of the date of the invoice. Expenses may include, but are not limited to, reasonable charges for materials, office and travel expenses, graphics, documentation, research materials, computer laboratory and data processing, and out-of-pocket expenses reasonably required for performance. Expenses for travel and travel-related expenses and individual expenses in excess of US$500 require the prior approval of Client.

Unless otherwise mandated by law, a service charge of one and one-half percent (1.5%) per month, or the highest lawful interest rate, whichever is lower, will be applied to all amounts which are not paid within fifteen (15) business days after notice is given that payment is overdue.

All payments shall be made in United States dollars. International payments will be made by wire transfer to a bank designated by Noble.

4. TAXES

Client agrees to indemnify and hold Noble harmless from any taxes including, but not limited to, sales tax, use tax, withholding, value-added or similar tax, and property taxes that may be assessed or levied by any jurisdiction arising out of the performance of this Agreement but excluding any taxes based upon or determined by reference to Noble's income or level of business activity ("Taxes"). It is understood and agreed that the prices and estimates set forth in this Agreement do not include provision for Taxes and Noble does not collect such taxes for deposit with any federal, state or local taxing authority.

5. ACCEPTANCE

Unless the parties agree otherwise herein or in a Work Order, the Licensed Software will be considered accepted upon delivery. In the event that there are multiple sites, acceptance of the Licensed Software, or any part thereof, at the first such delivery shall constitute acceptance at all subsequent sites.

If a Work Order calls for installation and acceptance testing, the parties agree to the following procedure.

Following proper installation of the Licensed Software by Noble pursuant to the Work Order, unless specified in the Work Order, the parties will perform the acceptance tests provided by Noble for the purpose of determining that the Licensed Software performs substantially in accordance with its Documentation or, in the case of new software development, substantially in accordance with Client's functional requirements for such software. If the Licensed Software (including newly developed software) substantially performs the acceptance tests, Client shall notify Noble within five (5) days, and the date of notification shall be the acceptance date. Failure to do so will constitute acceptance. Testing will be scheduled in accordance with the implementation plan set forth in the Work Order.

If Client fails to notify Noble of any material defect within thirty (30) days of installation of the Licensed Software, the Licensed Software shall be deemed accepted by Client.

If Client notifies Noble in writing and demonstrates to Noble that the Licensed Software has not substantially met the acceptance tests, Noble shall make corrections and modifications to the Licensed Software so as to meet such criteria. The charges for corrections and modifications to Fixed Price components are included in the Fixed Price established therefor. The charges for corrections and modifications to T&M components will be charged on a T&M basis.

Corrections and modifications will be accomplished on a timely basis to make the Licensed Software ready for retesting by Client. The parties shall repeat the acceptance tests as soon as reasonably requested by Noble and Client shall notify Noble within five (5) days after such tests have been conducted if and when the Licensed Software is accepted. In the event that the Licensed Software (or parts thereof) does not pass the applicable acceptance test(s), Client may issue a conditional acceptance, upon terms acceptable to both parties, which will permit utilization in production and continued correction by Noble of any defects. If Client declines to grant conditional acceptance, then Client may terminate this Agreement in accordance with section 8.5. Otherwise, the date of the last such test shall be the acceptance date.

In the event the Licensed Software (or parts thereof) does not pass the applicable acceptance test(s), but is utilized by Client in a production environment for a period of thirty (30) consecutive business days, it shall be deemed accepted for all purposes as if it had successfully passed such acceptance test(s).

6. TITLE

Noble shall retain title to all intellectual property rights embodied in the Licensed Software, Documentation and any modification or enhancement of the Licensed Software or Documentation made under this Agreement or any Work Order ("Noble Property").

Client shall retain title to all intellectual property rights embodied in software, and any modification or enhancement thereof, that is provided or developed solely by Client without any violation of the terms of this Agreement and which is not Noble Property ("Client Property").

The parties agree that performance hereunder may result in the development of new concepts, software, methods, techniques, processes, adaptations and ideas, in addition to the Noble Property and/or Client Property, which may be delivered by Noble or embedded in Noble's deliverables ("New Property"). The parties agree that ownership of New Property shall be determined on a case by case basis prior to the execution of a Work Order requiring the delivery of any New Property and such ownership shall be clearly detailed in such Work Order. The parties intend for the designation of ownership in the Work Order to be consistent with (but not necessarily bound by) the following guidelines:

New Property which contains Client's proprietary or confidential information shall belong to Client to the extent it contains such information; and

New Property which contains Noble's proprietary or confidential information shall belong to Noble to the extent it contains such information; and

Any other New Property for which ownership is not allocated by Work Order or by the above default rules shall belong to Noble.

Each party will assign and shall cause its respective employees, agents, and contractors to assign, without further consideration, the ownership of software and/or documentation, including all associated intellectual property rights therein, as necessary to give effect to the ownership terms specified in this Agreement. Each party agrees to perform, at the reasonable request of the owner of such software and/or documentation, such further acts as may be necessary or desirable to transfer ownership of, and to perfect and defend, such software and/or documentation or other deliverable or work product in order to give effect to these ownership terms.

In as far as data entered into the system by Client, such data shall be deemed to be owned by Client. Noble shall have right to use, at its sole discretion, such data in an anonymous fashion, for the purposes of research, validation, and other commercial use. Anonymous data is defined, for the purposes of this section, to refer to data that have had all personally identifying characteristics removed, destroyed, obfuscated, or otherwise rendered de-identifying of the person to whom they relate.

7. LICENSE

In accordance with the terms herein, Noble grants to Client, and Client accepts from Noble, a personal, non-exclusive and non-transferable (except as otherwise specifically provided by this Agreement) Hosted Site to use the current version of Licensed Software (or any other version provided to Client by Noble) on Noble's hosting servers for the specified number of User Positions for the term of this agreement.

Software shall be able to be used at any of Client's business premises without the prior approval of Noble. The Licensed Software may not be used at other locations unless Noble is notified and approves otherwise, such approval not to be unreasonably withheld. Use of the Licensed Software may be subsequently transferred to other locations maintained by Client, provided (1) the total number of User Positions at which the Licensed Software is used by Client does not exceed the number of User Positions specified in Exhibit A and (2) Client provides Noble with written notice within thirty (30) days after such transfer.

The Licensed Software shall be used only for the processing of Client's own business, which may include servicing and maintaining records on behalf of its customers and clients. Client shall not permit any third party to use the Licensed Software. Authorized agents or contractors of Client acting for Client shall not be considered "third parties" for purposes of such limitation provided, however that disclosure of Noble Confidential Information to such agents or contractors will be subject to the provisions of Section 18 ("Confidentiality").

Client shall not use or allow the use of the Licensed Software (a) for rental or in the operation of a service bureau; (b) through terminals located outside Client's business premises by persons not employed by or under contract with Client; or (c) as on-line control equipment in the operation of a nuclear facility, aircraft navigation or aircraft communication systems, or air traffic control machines.

Client shall not, either directly, or through a third party, reverse engineer, disassemble or decompile any software provided by Noble, or make any attempt in any fashion except as specifically provided in this Agreement to obtain the source code to the Licensed Software, nor shall Client reproduce or distribute, the Licensed Software or Hosted Site, or any part thereof, as part of any other software program. Further, Client

may not create any software program which makes direct function calls to any libraries which are Third Party Materials and which are designated as unavailable for such purposes in Exhibit B.

Client is strictly prohibited from installing any third party software on Noble's servers without the express written authorization of Noble.

In the event that the authorized third party software disrupts Noble's server, Noble shall have the right to temporarily disable the software until the problem can be resolved.

In the event that the Client installs third party software on Noble's servers without the express written authorization of Noble's, Noble shall have the right to terminate the Services without notice pursuant to Section 8 herein

8. TERM AND TERMINATION

The term of this Agreement shall be for one (1) year. Contract service shall commence upon the execution of this agreement and shall remain in effect for the original one-year (1-year) term and, thereafter, for renewal terms on a year-to-year basis until terminated (i) by Client in the event the Hosted Site is taken out of service and upon sixty (60) days' notice to Noble; (ii) by either party upon sixty (60) days' notice prior to the expiration of the original one-year (1-year) or any subsequent one-year (1-year) renewal term; (iii) by either party upon a default of the other party, such default remaining uncured for thirty (30) days from the date of written notice from the non-defaulting party to the other specifying such default; (iv) upon the bankruptcy or insolvency of Noble; or (v) the Software Hosting Agreement is terminated. Upon such termination, Noble shall refund to Client a portion of the maintenance fee prorated to reflect the date of termination and neither Noble nor Client shall have any further obligations hereunder, unless the termination is enacted by Client under part two (ii) of this section, in which case no refund of maintenance fees is due to Client by Noble.

Each party has the right to terminate this Agreement and license(s) granted herein:

Upon written notice if the other party, its officers or employees violate any material provision of this Agreement including, but not limited to, Section 18 ("Confidentiality") or Section 3 ("Consideration"), provided that the non-breaching party is in substantial compliance with the terms of this Agreement. The default notice must be clearly identified as such, be referenced to this Section 8, and specify in detail the basis for the alleged material breaches. Except with regard to breaches of confidentiality (which shall be ten [10] days) and payment obligations (which shall be fifteen [15] business days), the breaching party shall have thirty (30) days from receipt of such notice to correct such breach;

In the event the other party (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute or (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority.

In the event of termination by reason of Client's failure to substantially comply with any material part of this Agreement, or upon any act which shall give rise to Noble's right to terminate, Noble shall have the right, at any time, to terminate the license(s), deactivate the Hosted Site, and take immediate possession of the Licensed Software and documentation and all copies wherever located, without additional demand or notice.

Within five (5) days after termination of the license(s) as provided above, Client will return to Noble any Licensed Software in the form provided by Noble or as modified by Client at Client's cost, or upon request by Noble destroy the Licensed Software and all copies, and certify in writing that they have been destroyed. Termination under this Article shall not relieve Client or Noble of obligations regarding confidentiality of the Licensed Software.

Without limiting any of the above provisions, in the event of termination as a result of Client's failure to substantially comply with any of its material obligations under this Agreement, Client shall continue to be obligated for any payments due. Termination of the license(s) shall be in addition to and not in lieu of any equitable or other remedies available to Noble.

Notwithstanding anything contained in this Section 8 to the contrary, once Client has made full payment of the license fee for any particular term of hosting the Licensed Software, Noble cannot terminate the license granted hereunder with respect to such program, except for an uncured breach by Client of the terms of Section 7 ("License"), Section 11 (“Compliance with Law”), Section 18 ("Confidentiality") or Section 22 ("Assignment").

Notwithstanding anything herein to the contrary, in the event of termination of this Agreement by Client for cause prior to acceptance of the Licensed Software, the software licenses granted hereunder shall be canceled and Client shall discontinue use of the Licensed Software and Hosted Site and return all copies thereof to Noble and Noble shall refund any license fees paid. Upon such termination and return of the Licensed Software and repayment, the parties hereto shall be discharged of all further liabilities under this Agreement except for such liabilities arising out of the continuing obligations of confidentiality and non-solicitation of employees.

Notwithstanding anything herein, pursuant to Sections 7.7 and 11, Noble may immediately terminate this agreement and withdraw the hosting services in the event that in the sole discretion of Noble, it determines that:

Client is using or allowing, authorizing or assisting the Hosted Site to be used for illegal purposes; or

Client downloads or installs third party software to its Hosted Site without the express written authorization of Noble.

9. WARRANTIES

Noble warrants that, for thirty (30) days following Client acceptance of the Licensed Software furnished under this Agreement or the deliverables provided pursuant to a Work Order hereunder (the "Warranty Period"), the Licensed Software, exclusive of Third Party Materials, will substantially conform to the accepted level of performance as set forth in Section 5.2(a) ("Warranty"). To the extent that Client notifies Noble in writing during the applicable Warranty Period of any material non-conformity of the Licensed Software or deliverables with such acceptance level, and provides Noble with (a) Client's estimation of the severity of such non-conformity and (b) such printouts, typescripts, documentation and other details of such non-conformity as Noble shall request, Noble's sole obligations to use reasonable commercial measures to remedy or provide a work-around for such defect. In determining the timing of its response, Noble shall be entitled to take into account the severity of the defect. In the event that Noble determines that the Licensed Software is not

defective in such respect, Client shall reimburse Noble for its services at Noble's then current consulting rate for such services.

To the extent its agreement with a supplier of Third Party Materials permits, Noble shall pass through to Client any performance warranty relative to such Third Party Materials; provided, however, that Noble makes no additional or supplemental warranty with respect thereto.

Noble warrants that it has, and on the date of acceptance of the Licensed Software will have, the full right and authority to grant this license and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Noble is a party or by which it is bound.

Noble warrants that its technical and consulting services will be of a professional quality conforming to generally accepted industry standards and practices. During the thirty (30) day period following completion of any such services, Noble shall, upon receipt of written notice from Client describing a breach of the foregoing Warranty in such reasonable detail as is requested by Noble, perform the services described in such written notice so as to conform to generally-accepted industry standards and practices.

These warranties do not cover defects or nonperformance due to causes and products external to the Licensed Software, and are not valid with respect to such defects or nonperformance.

If the Licensed Software is not in substantial compliance with the warranties contained in this Agreement at the end of the Warranty Period, Noble shall extend the Warranty Period until the Licensed Software is brought into such compliance.

If any modification is made to the Licensed Software by Client without Noble's approval, this Warranty shall immediately be terminated with respect to such modified software. Correction for difficulties or defects traceable to Client's unauthorized modifications or unauthorized systems changes shall be billed to Client at Noble's standard time and material charges.

Noble makes no warranties with regard to Third Party Materials. Along with the transfer of title, Noble agrees to transfer and assign to Client all of Noble's rights and interests in and with respect to all purchase agreements for Third Party Materials being supplied under this Agreement between Noble and other manufacturers and distributors, subject to any limitations set forth in such agreements relating to such transfers. Upon request by Client, all purchase agreements will be submitted to Client for prior approval. Noble will execute any documents or instruments reasonably necessary to effect the transfer and assignment of Noble's rights and interests thereunder. Noble makes no representation as to the effectiveness, adequacy or enforceability of such transferred rights.

Except as otherwise specifically provided by this Agreement, Noble's sole liability for any damages relating to the (a) performance of the Licensed Software and sufficiency of the services hereunder or (b) matters covered by this Warranty, shall be limited to the provisions of this Section 9 regardless of whether any liability is based on contract or other theory.

THE WARRANTIES IN THIS SECTION 9 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY NOBLE. NOBLE MAKES AND CLIENT RECEIVES NO ADDITIONAL WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, CONTRACTOR OR EMPLOYEE OF NOBLE, EXCEPT NOBLE'S DULY AUTHORIZED

REPRESENTATIVE, IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF NOBLE AS SET FORTH HEREIN.

10.NON-SOLICITATION OF EMPLOYEES

Each party agrees that, during the period of performance of this Agreement, and for a period of one (1) year following completion of the period of performance, it will not solicit for employment or hire the employees of the other party without such other party's prior written consent thereto. The period of performance for purposes of this Section 10 shall begin on the effective date of this Agreement and end upon the earlier to occur of: (1) final payment by Client of any fees due under Section 3 of this Agreement; or (2) termination of this Agreement and the license(s) granted hereunder.

If either party hires any personnel of the other party who are or have been assigned to perform work for the party seeking to hire such personnel under this Agreement, the hiring party shall pay the other party a fee for the additional benefit obtained thereby. If such hire occurs during the performance of this Agreement or within one (1) year following completion of the period of performance, the hiring party shall pay an amount equal to one hundred percent (100%) of the total first year compensation paid to such personnel.

11.COMPLIANCE WITH LAW

This Agreement is made subject to any laws, regulations, orders or other restrictions on the export of the Licensed Software, or information about the Licensed Software, which may be imposed at any time or from time to time by the United States Government. Client (i) shall comply with all such laws, regulations, permits, orders and other restrictions to the extent that they are applicable to Client and (ii) shall not, directly or indirectly, export or re-export (as defined in the United States Export Administration Regulations) the Licensed Software or any information about the Licensed Software to any country for which the United States Government, or any agency thereof, requires an export license or other governmental approval without first obtaining the same. Noble shall comply with all applicable statutes with respect to labor employed, and shall protect and indemnify Client against any payroll taxes or contributions imposed with respect to employees of Noble or any subcontractor by any applicable law dealing with old age benefits, FICA, unemployment compensation, health insurance and related subjects. Noble and Client agree that Noble is an independent contractor. Noble shall be liable for and hereby represents to Client that all payments and obligations to subcontractors and suppliers will be timely made and satisfied at all times during the term of this Agreement, and agrees to indemnify Client for any loss to Client relating to Noble's violation of the provisions of this Article, provided, however, Noble is given prompt written notice of any claim or action and control, authority, information, and reasonable assistance for defense or settlement thereof; and provided further that Client shall not settle such claim, suit or proceeding without the written consent of Noble.

Client acknowledges and agrees that Noble may elect at its sole discretion to monitor the activities of the Client on it Hosted Site. Client agrees to use the Services and the Website for legal purposes only. In the event that Noble becomes aware or reasonably believes, in its sole discretion, that the Website is being used for illegal purposes, Noble shall be entitled to immediately terminate the Agreement and the Services without notice in addition to any remedies to which it may be entitled under law.

Client agrees to indemnify and save harmless Noble from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any illegal use of the Licensed Software or the Hosted Site.

12.APPLICABLE LAW

The law of the State of Washington applies to this Agreement and the rights, duties, and obligations of the parties hereto. The state and or federal courts in King County, Washington, shall have exclusive jurisdiction of any action arising out of or relating to this Agreement and each of the parties further irrevocably agrees to waive any objection to the venue of any such suit or proceeding in King County, Washington, or to in personam jurisdiction, provided that service is effective.

The United Nations Convention on Contracts for the International Sale of Goods is excluded from application hereto.

13.PROPRIETARY RIGHTS INDEMNITY

Noble shall defend, indemnify and hold harmless Client with respect to any claim, demand, cause of action, or liability, including attorneys' fees, to the extent that such is based upon a claim that the Licensed Software, (including any deliverables pursuant to Work Orders) used by Client within the scope of the licenses granted hereunder, infringes any United States, UK, Hong Kong, France, Germany, Switzerland, or Japan patent, any United States copyright, or any trade secret or other intellectual property rights; provided that Noble is promptly notified in writing of such claim and provided further that Noble shall have the exclusive right to control such defense. The acceptance, by Noble, of tender of defense of any claim shall give Noble the right to select legal counsel and manage the defense, provided that Client shall be given regular notice and opportunity to participate in such litigation, at Client’s expense. In no event shall Client settle any claim, lawsuit or proceeding without Noble's prior written approval. Client may, at its own expense, assist in such defense if it so chooses.

In the event of any such claim, litigation or threat thereof, Noble, at its sole option and expense, may procure for Client the right to continue to use the Licensed Software or, at its sole option and expense, may replace or modify the Licensed Software with functionally-compatible, non-infringing software. If such settlement or such modification is not reasonably practical in the sole opinion of Noble, after giving due consideration to all factors including financial expense, or if a temporary or final injunction or other judgment is obtained against Noble with respect to the Licensed Software or any part thereof, Noble may cancel this Agreement or the applicable Work Order and the licenses granted thereunder upon fifteen (15) days written notice to Client and shall refund to Client the unamortized portion of the amounts paid to Noble by Client for the development and/or acquisition thereof based upon five (5) year straight-line depreciation, such depreciation to commence on the date on which the Licensed Software was first accepted hereunder. Upon such repayment Noble shall be discharged of all further liability hereunder except for the obligations set forth in Section 13.1 hereof.

To the extent its agreement with a vendor of Third Party Materials permits, Noble will pass through to Client any proprietary rights indemnity relating to such Third Party Materials; provided, however, that Noble gives no additional or supplemental indemnity with respect thereto.

The foregoing states the entire liability of Noble and the exclusive remedies of Client with respect to the infringement of any proprietary rights by the Licensed Software or any parts thereof, and Client hereby expressly waives any other such liabilities.

14. GENERAL INDEMNITY

The parties acknowledge that it may be necessary for the employees of each to be present at the facilities of the other for extended periods of time. The parties agree upon reasonable notice to provide the employees of the other with all reasonable facilities and services to assure that their services may be properly performed.

Each party will instruct its employees to conform to the internal regulations and procedures of the other party while on such party's premises.

Additionally, each party agrees to indemnify, defend, and save harmless the other party, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm, or corporation for personal injury or tangible property damage, but only to the extent of the negligence and/or willful misconduct of the indemnifying party.

15.INSURANCE

Noble certifies, and will provide evidence thereof at Client's request, that Noble maintains:

A standard policy covering the obligations of Noble for Worker's Compensation Insurance pursuant to the laws of California or such other jurisdiction as applicable.

Insurance covering bodily injury and property damages in the amount of not less than $1,000,000 for each occurrence and $3,000,000 aggregate. Such coverage may be achieved through a combination of commercial general liability and umbrella liability policies.

Automobile liability insurance covering all owned, non-owned, and hired vehicles with a combined single limit for bodily injury and property damage of not less than $2,000,000 per accident.

16.LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF THE OTHER PARTY OR OF DIRECT DAMAGES GREATER THAN THE LIMITATIONS ESTABLISHED HEREIN EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Noble shall not be liable to Client for cumulative direct damages greater than the lesser of (1) the total amount having then been paid by Client to Noble under this Agreement, or (2) if such damages arise in connection with the performance of any Work Order, the amount having then been paid by Client to Noble under such Work Order; provided, however, that the limitation of this sentence shall not apply to Noble's obligations set forth in Section 13 ("Proprietary Rights Indemnity") or Section 14 ("General Indemnity") of this Agreement or for such

liabilities covered by the insurance defined in Section 15 ("Insurance") in which case the limits of such coverage will govern.

Except where the limitation does not apply as described above, Client releases Noble from all obligations, liability, claims, or demands relating to the Licensed Software and Documentation and this Agreement in excess of the limitations provided for in this Section 16. The parties acknowledge that the limitation set forth in this Section is integral to the amount of fees levied in connection with the license of the Licensed Software and Documentation and the services rendered hereunder and that, were Noble to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher.

Client further agrees that it shall have no claim or cause of action against third party licensors to Noble of any Third Party Materials which are embedded in the Licensed Software, except to the extent such rights have been duly assigned to Client.

17.FORCE MAJEURE

Neither party shall be liable for default or delay caused by any occurrence beyond its reasonable control or beyond the reasonable control of any subcontractor, including but not limited to fires, strikes, accidents, acts of God and subcontractor defaults. In the event Noble should be delayed in the completion of any portion of the work by reason of any such occurrence, the time within which the portion of work is to be completed shall be extended by the period of such delay, but no such extension shall be made unless a notice thereof is presented by Noble to Client in writing within ten (10) working days after the occurrence of such delay and no payment shall be made by Client to Noble for any expenses incurred by Noble by reason of any such default or delay.

In addition to the foregoing, Noble shall not be liable for default or delay caused by Noble's efforts to comply with U.S. Government export control laws and regulations. In the event that U.S. Government export control laws or regulations change after the execution of this Agreement and such changes inhibit or prohibit Noble from performing under this Agreement, Noble shall not be liable for its non-performance.

18.CONFIDENTIALITY

Any information which a party considers to be confidential or proprietary shall, if tangible, be marked as such or, if communicated orally, designated at the time and promptly confirmed in writing as such. Information which is so marked or designated and confirmed, and the Licensed Software regardless of form or designation, shall be "Confidential Information" under this Agreement. Information received by Noble while on the premises of Client shall be deemed Confidential Information whether marked as such or not.

Confidential Information shall be held in trust and used only as necessary for the performance of this Agreement. Confidential Information shall be treated with the same degree of care to avoid disclosure to third parties as is used with respect to the recipient party's own Confidential Information, but not less than a reasonable degree of care.

Confidential Information shall be disclosed only to those employees or agents of a party who have a need to know such information and are under a binding obligation of confidentiality with respect to any such information received. Confidential Information shall not be disclosed to any other third party without the prior written consent of the party disclosing the Confidential Information. The party receiving Confidential Information shall defend, indemnify and save the disclosing party harmless from and against any and all damages, including reasonable attorneys' fees, sustained as a result of the unauthorized use or disclosure of the disclosing party's Confidential Information.

Confidential Information shall not include information (a) at the time of its disclosure was known to the party to whom disclosed; (b) is already in the public domain or becomes generally known or published without breach of this Agreement; (c) is lawfully disclosed by a third party free to disclose such information; (d) is independently developed by the party to whom disclosed without reference to or use of the Confidential Information; or (d) is legally required to be disclosed provided that the party so compelled shall promptly notify the other party so as to permit such other party to appear and object to the disclosure and further provided that such disclosure shall not change or diminish the confidential and/or proprietary status of the Confidential Information.

Notwithstanding the restrictions of this Section 18, Noble or Client may announce the parties' relationship in a press release subject to the reasonable written approval of the other party.

19. DISPUTE RESOLUTION

Except as provided in Section 20 below and unless otherwise required in order to comply with deadlines under the law, neither party shall file an action or institute legal proceedings with respect to any dispute, controversy, or claim arising out of, relating to, or in connection with, this Agreement until: (a) the aggrieved party has given the other party written notice of its grievance setting forth the nature of the dispute, the amount involved, if any, and the remedy desired, and delivering same by certified mail; (b) the other party has failed to provide a prompt and effective remedy; (c) the aggrieved party has requested senior executives for both parties to meet and discuss the matter in order to consider informal and amicable means of resolution; and (d) either such meeting failed to occur within fifteen (15) days after such request or the meeting did not produce a mutually satisfactory resolution of the matter.

20. INJUNCTIVE RELIEF

Noble and Client hereby acknowledge and agree that damages at law and the dispute resolution provisions of Section 19 may be inadequate remedies for the breach of Sections 6 ("Title"), Section 7 ("License"), Section 10 ("Non-Solicitation of Employees") or Section 18 ("Confidentiality") hereof, and, accordingly, Noble and Client hereby agree that Noble and/or Client may be entitled to temporary and permanent injunctive or other equitable relief with respect to any such breach without the necessity of proving actual damages or posting a bond or other security or resorting to the provisions of Section 19. The rights set forth in this Section 20 shall be in addition to any other rights which the parties may have at law or in equity.

Noble and Client agree that if any portion of this Relief provision is found to be over-reaching or unenforceable, that these provisions can, nonetheless, be applied to the extent found to be enforceable.

21.NOTICES

Unless stated otherwise, all notices, approvals, consents, requests, demands, or other communication to be given to either party shall be in writing by any means where receipt is acknowledged, including electronic transmission, except by facsimile transmission, and shall be effective on the date of receipt thereof. If undeliverable, or if receipt is not acknowledged by the receiving party, such communication shall be effective ten (10) days from the date mailed or sent.

Such communication shall be addressed to the parties, except Default Notices and Notices of Termination which shall be addressed to the parties and their legal counsel, at their respective addresses set forth below, or at any other address that each party shall provide to the other in writing:

NOBLE'S LEGAL COUNSEL:

Noble Software Group, LLC
PO Box 990891
Redding, CA 96099
Attention: Chief Financial Officer

Lasher Holzapfel Sperry & Ebberson
601 Union St., Suite 2600
Seattle, WA 98101-4000
Attention: Ronald E. Braley

22.ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. Neither party may assign this Agreement and/or any of its rights and/or obligations hereunder without the prior written consent of the other party and any such attempted assignment shall be void, except that either party may assign this Agreement and/or any of its rights and/or obligations hereunder, upon written notice to the other party to another entity in the event of that party's merger or consolidation with another entity, without the consent of the other party, provided that the assignee is capable of fulfilling and intends to fulfill the obligations of the assigning party under this Agreement. Each party may terminate this Agreement in case there is a change of control of the other party, but shall not be entitled to any refund whatsoever and all amounts owing shall be immediately paid. The term, “Change of Control” shall be limited to an ownership change of more than Fifty Percent (50%) during any twelve-month period. In the case of a governmental agency as Client, the term, “change of control” shall be limited to a complete transfer of the responsibilities of such agency for which this Software has been licensed to another agency.

23.GENERAL

This Agreement constitutes the complete and exclusive statement of the agreement between the parties as relates to the subject matter and supersedes all proposals, oral or written, and all other representations, statements, negotiations and undertakings relating to the subject matter.

No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon either party unless in writing signed by an authorized representative of such party. No waiver by either party of any breach by the other party of any of the provisions of this Agreement shall be construed as a waiver of that or any other provision on any other occasion.

In the event any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in effect and the Agreement shall be read as though the offending provision had not been written or as the provision shall be determined by such court to be read.

Upon termination or other expiration of this Agreement, each party shall forthwith return to the other all papers, materials and other properties of the other held by it for purposes of execution of this Agreement.

The captions used in this Agreement are inserted for the convenient reference of the parties and in no way define, limit or describe the scope or intent of this Agreement or any part hereof.

Dates or times by which Noble is required to make performance under this license shall be postponed automatically for so long as Noble is prevented from meeting them by causes which are Client's responsibility.

The prevailing party in a controversy or claim shall have the right to collect its reasonable expenses incurred in enforcing this Agreement, including reasonable attorney's fees.

This Agreement may be executed in two original counterparts, which together shall constitute the same Agreement, but only one of which need be produced to evidence the Agreement.

The parties further agree that the rights and obligations set forth in Sections 3, 4, 6, 10, 11, 12, 13, 14, 16, 18, 19, 20, 21, and subsections 23.1, 23.2, 23.3, 23.4, and 23.7 shall survive the completion or termination of this Agreement for any reason and enforcement thereof shall not be subject to any conditions precedent.

IN WITNESS WHEREOF, each party has caused a counterpart original of this Agreement to be executed as of the date first written above by its authorized representative.

ACCEPTED BY:

CLIENT		**NOBLE SOFTWARE GROUP, LLC.**	
Signed:	_____	Signed:	_____
Print name:	_____	Print Name:	Aaron Picton
Title:	_____	Title:	CFO
Date:	_____	Date:	_____

EXHIBIT A: LICENSED SOFTWARE

LICENSED SOFTWARE

All listed Licensed Software will be delivered by a Hosted Site, created and maintained by Noble for the purposes of delivering the Licensed Software to Client via the Internet.

PRODUCT	DESCRIPTION
Noble Assessment Platform	Hosted web-based application for the delivery of assessment and case planning tools.

USE OF LICENSED SOFTWARE

The Licensed Software listed above may be used in accordance with the Software License Agreement to support the following:

Up to 10 named users

EXHIBIT B: THIRD PARTY MATERIALS

OVERVIEW

Noble is not responsible for the procurement and delivery of any third party materials to the Client as part of the execution of this agreement.

EXHIBIT C: CLIENT TASKS

OVERVIEW

This document describes the major activities required of the Client staff or their consultants or agents in the execution of this Agreement.

CLIENT TASKS

Noble agrees to implementation services such as installation, implementation, and training will be executed as a separate Work Order referencing this Agreement;

The Client will provide an appropriate environment, during normal business hours, upon reasonable notice, for Noble on-site support personnel and training staff to work at Client's site;

The Client will provide network related services to allow clients to access the Licensed Software;

The Client will provide client operating systems and platforms with Microsoft Internet Explorer 11 or better, as well as Adobe Reader for the viewing of any reports;

If Client elects to utilize integration services, Client will develop and maintain the middleware component required for integration;

If Client elects to migrate data from previous assessment systems, Client will provide Noble with the data to be migrated in SQL Server backup file format and authorize Noble to access and utilize provided data for the purposes of migrating data to the Noble Assessment Platform.

EXHIBIT D: PRICING

LICENSED SOFTWARE

The Licensee may use the following Software at the locations listed/defined in this Agreement.

PRICING FOR LICENSED SOFTWARE

Pricing for 10 named users is set at $2,682.40 USD

PRODUCT	PRICE
Annual Hosting for Noble Assessment Platform, 4 users	$2,682.40

INSTALLATION/DELIVERY SERVICES/ACCEPTANCE

In order to ensure the effectiveness and success of the delivery services, Noble will assign the following project team:

(1) Client Representative

(1) Systems Engineer

(1) Application Consultant

At times additional staff may be required for the current tasks, and equally at other times the number of staff working on a project may be less than that indicated above. The team members listed above will charge their time as agreed by Customer and Noble toward the services agreement as listed above.

ACCEPTANCE CRITERIA

Case Manager
All hosted software (as delineated above) is deemed accepted after delivery to client and five days of the system running without a high severity error indicated by the client.

TRAINING PROGRAM

In an attempt to meet Customer's training requirements the following schedule has been constructed to offer a purchased block of training for classes up to 25 students. The following classes are currently available:

PRODUCT	DAYS
2 Day PACT Training	2

PAYMENT SCHEDULE

The schedule of payment is as follows:

All hosting fees are invoiced at contract execution. Any training requested under this agreement will be invoiced after delivery. All invoices are /net 30.

Software Total:	**$2,682.40**
Training Total:	**$0**
Agreement Total:	**$2,682.40**

EXHIBIT E: SAMPLE NOBLE SOFTWARE GROUP, LLC WORK ORDER

Addendum Reference (Date/Number/Code) _____

This addendum specifies additional software licenses and services to be provided by Noble Software Group, LLC ("NOBLE") to [XXCustomer] ("Client"). All terms and conditions of the Software License Agreement between Noble and Client, dated ("Agreement"), apply to this addendum as if the same had been set forth herein in full. In case of conflict between the terms of this addendum and the Agreement, the terms of this addendum shall prevail.

1. PROJECT IDENTIFICATION AND DESCRIPTIVE INTRODUCTION

2. DESCRIPTION OF SOFTWARE LICENSED AND/OR SERVICES

2.1 Software and Authorized Sites. The software under this addendum consists of the following components which may be used at the following authorized sites:

2.2 Services. The implementation or other services consist of the following

3. FEES

3.1 Software. Individual prices and the total price are as follows:

3.2 Maintenance on Software

Quarterly rate: $_____or the following percentage of the software list price:

_____%

Maintenance is under the terms of the _____ agreement dated

_____ ("Maintenance Agreement")

3.3 Services (e.g., installation, support, training). Services will be performed on either a time-and-materials-and-expenses basis or a fixed price basis at the following rates/fees:

3.4 Hardware (if any)

3.5 Expenses (e.g., travel, meals, hotel)

4. PAYMENT SCHEDULE (WHEN ARE TO BE PAID)

4.1 Software license fees

4.2 Services

4.3 Maintenance fees

4.4 Hardware

5. PROJECT PLAN/PERFORMANCE SCHEDULE

6. ACCEPTANCE CRITERIA AND PROCEDURE. UNLESS SPECIFIED BELOW, ACCEPTANCE IS UPON DELIVERY.

7. WARRANTY

8. PREREQUISITES/CLIENT TASKS

9. OWNERSHIP OF THE DELIVERABLES

ACCEPTED:

CLIENT		**NOBLE SOFTWARE GROUP, LLC.**	
Signed:	[Sample work order; Do not sign]	Signed:	[Sample work order; Do not sign]
Print name:		Print Name:	
Title:		Title:	
Date:		Date:	

The following page(s) contain the backup material for Agenda Item: 9:55 District Support Grant, People's ISD

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

Campbell County
wyoming

Department of Public Works - Engineering Division

500 S. Gillette Avenue, Suite 1400 Gillette, WY 82716 | 307-685-8061 Office | 307-687-6468 Fax

DISTRICT SUPPORT GRANT MEMORANDUM

SECTION 1 - General

FROM: Clark Melinkovich, P.E., Public Works Senior Engineer CM

TO: Board of County Commissioners

SUBJECT: District Support Grant Application From: **Peoples I&S**

DATE: 10/17/2023

Peoples I&S has submitted a District Support Grant application in the amount of $25,000.00 for ditch work, culverts, and crushed concrete/asphalt

SECTION 2 - Grant Type and Priority

Priority 6, Gravel Road

SECTION 3 - Costs and Eligibility

Enlargement Eligible? **No**

Total Number of District Lots:	74				
Total allowable grant over a 5-yr period:	74	lots	@	$1,500	$ 111,000
Total amount of Grants approved over current 5-yr period:					$ 9,635
Total amount not subject to $1500/lot limitation					$ 5,885
Remaining Grant eligibility this current 5-yr period:					$ 107,250
Current Fiscal Year Awards	$ -				O.K.
Remaining Eligibility this Fiscal Year	$ 50,000	O.K.			

SECTION 4 - Compliance

Peoples I&S District is compliant with the elections office per a 10/5/2023 memo

SECTION 5 - Analysis

Total Estimated Project Cost: $65,000.00

Priority 6, Gravel Road (PR-7) 25% not funded by other grants, up to $50,000

%	Total	Grant	Item
50% drainage / 25% rock	$65,000.00	$25,000.00	drainage improvements and gravel placement
		$0.00	
		$0.00	
		$0.00	
Totals	$65,000.00	$25,000.00	

SECTION 7 - Recommendation

I recommend the Board approve the District Support Grant request from **Peoples I&S** Improvement and Service District in an amount not to exceed $25,000.00 for ditch work, culverts, and crushed concrete/asphalt

Funding History	
5 year	$9,635
10 year	$14,385
Since Incept	$105,385

Approved? Y or N	$	Date Approved	

2023.07

Campbell County

RECEIVED
OCT - 5 2023

DISTRICT SUPPORT GRANT APPLICATION

District Name: People's Improvement & Service District Requested Amount: $25,000

Mailing Address: 2308 Grandview Drive, Gillette, WY 82718

Contact Person: Linda Mohr

Day Time Phone: 307-689-1695

Application is requesting financial assistance to form a District? Yes____ No X

Applicant is requesting financial assistance for connection to regional water? Yes____ No X

Is the project anticipated to be complete in the next 18 months? Yes X No____

Description of proposed project: (Include engineering reports, portion to be funded by grant, etc.)
Please see attached bids. Portion to be funded by grant-approx.

Total project cost (estimated) (itemize on separate sheet): $65,000

Projected start date: 10/1/2023 Projected completion date: 4/1/2025

Briefly describe why the project is needed:
Road work is needed to improve and protect surfaces for public use.

Governing Board members: Debby Billingsley, Linda Mohr, Melissa Cogan

Acreage (approximate) of district or proposed district: ____

Date of district formation (if applicable) July 1990

Number of lots: 90

Population of District: 150

Ratio of Developed and undeveloped land: 10/1

Is area legally platted? yes

District boundary map included? YES

Is District Zoned? YES If so, what is it zoned? RS

Is District in compliance with the Elections Office? (Submit letter of compliance). YES

FINANCIAL INFORMATION

Current Mill Levy for the Subdivision $ 46.927

Current Assessed Valuation (County Assessor's Office) $ 2,374,605

Current Indebtedness $ 129,315.48

Current Income statement and balance sheet $ 484,801.87

Water and sewer rates, tap fees, plant investment fees, association or district dues (Describe)

Residential - $30/mo - 10,000 gal, $50/mo - 10,000 gal, $70/mo - 10,000, $1.70 per 1000 gal over 10,000 - all
TAP FEE - $3000 Business Commercial

Will project generate user fees, charges, other revenues or income revenue?

Yes_____ No X

List and describe other potential funding sources:

NONE

Other pending applications for funding:

NONE

Land developers or others whose business ventures will directly benefit from project and funding or other assistance requested, received, or pledged from these sources:

NONE

Respectfully submitted,

(SEAL)

Debby Billingsley

Title: President

Attest:

Secretary

Campbell County
wyoming

N

0 0.15 0.3 mi

CAMPBELL COUNTY, WYOMING

DEPARTMENT
OF PUBLIC WORKS

500 S. Gillette Ave.Gillette, Wyoming 82716
Phone # 307 685-8061
Fax # 307 687-6349

Date: 10/5/2023
Time: 2:16:21 PM

The following page(s) contain the backup material for Agenda Item: 10:00 District Support Grant, Prairieview Champion ISD

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

Campbell County
wyoming

Department of Public Works - Engineering Division

500 S. Gillette Avenue, Suite 1400 Gillette, WY 82716 | 307-685-8061 Office | 307-687-6468 Fax

DISTRICT SUPPORT GRANT MEMORANDUM

SECTION 1 - General

FROM: Clark Melinkovich, P.E., Public Works Senior Engineer CM

TO: Board of County Commissioners

SUBJECT: District Support Grant Application From: **Prairieview Champion Ventures I&S**

DATE: 10/17/2023

Prairieview Champion Ventures I&S has submitted a District Support Grant application in the amount of $11,700.00 for crack fill of asphalt pavement

SECTION 2 - Grant Type and Priority **Priority 5, Hard Surface Road**

SECTION 3 - Costs and Eligibility **Enlargement Eligible? No**

Total Number of District Lots:	76				
Total allowable grant over a 5-yr period:	76	lots	@	$1,500	$ 114,000
Total amount of Grants approved over current 5-yr period:					$ 9,720
Total amount not subject to $1500/lot limitation					$ 9,720
Remaining Grant eligibility this current 5-yr period:					$ 114,000
Current Fiscal Year Awards	$ -				O.K.
Remaining Eligibility this Fiscal Year	$ 50,000	O.K.			

SECTION 4 - Compliance

Prairieview Champion Venture: District is compliant with the elections office per a 9/22/2023 memo

SECTION 5 - Analysis

Total Estimated Project Cost: $46,800.00

Priority 5, Hard Surface Road (PR-6) 50% up to $50,000 drainage, 33% up to $50,000 connecting roads, 25% up to $50,000 gravel

%	Total	Grant	Item
100		0.00	
50		0.00	
33		0.00	
25	46,800.00	11,700.00	crackfill
Totals	$ 46,800	$ 11,700	

SECTION 7 - Recommendation

I recommend the Board approve the District Support Grant request from **Prairieview Champion Venture:** Improvement and Service District in an amount not to exceed $11,700.00 for crack fill of asphalt pavement

Funding History	
5 year	$9,720
10 year	$49,276
Since Incept	$302,549

Approved? Y or N	$	Date Approved	

APPLICATION
FOR
DISTRICT SUPPORT GRANTS

This form is developed from requirements outlined in the District Support Grant Regulations dated June 1, 2003 in particular Section 5. Please refer to these guidelines for clarification. The Applicant is encouraged to supply complete information on additional pages, if needed, since this form is only intended to assist the Applicant by requesting the minimum information needed for review by the Administrator.

APPLICANT: Prairieview Champion Impr. & Service District AMOUNT REQUESTED: $11,700.00

MAILING ADDRESS: Prairieview Champion Improvement & Service District

PO Box 471, Gillette, WY 82717

CONTACT PERSON: Russ Opp

SEP 28 2023

Day Time Phone: 307-680-7750

Applicant is presently an improvement and service district or water and sewer district. Yes X No

Applicant is requesting financial assistance to form an improvement and service district or water and sewer district. Yes No X

Is the project anticipated to be complete in the next 18 months? Yes X No

Brief description of request (briefly describe project): This project will be to clean out cracks in the asphalt and then seal them. Some cracks can be blown out before sealing and some will have to be routed and then sealed.

Total project cost (estimated) (itemize on separate sheet: $46,800.00 ($30,450 + $10,500 + 5,850 – see attached estimate) – The total project cost is estimated based on the Routed prices.

Projected start date: 10/01/23 Projected completion date: 10/01/24

Briefly describe why the project is needed: The District has approximately 4.2 miles of paved streets. This project is for street maintenance - crack sealing will prevent moisture from getting into and below the asphalt which will degrade the streets. The streets were paved in 2003. This maintenance will help them last longer.

Acreage (approximate) of district or proposed district: 207+/- acres
Date of district formation (if applicable) July 15, 1991
Population of district or proposed district: 300 approximately
Number of Residential Lots : 79 lots

Is the district in full compliance with the Elections Office? (Submit letter of compliance).
Yes X No
Is area legally platted? Yes X No Is area zoned? Yes X No X
Zoning designation: I-1, I-2

FINANCIAL INFORMATION

Current Mill Levy for the Subdivision $ 60,040.00 (assessments)

Current Assessed Valuation (County Assessor's Office) $ 3,136,049

Current Indebtedness $ 0

Current Investments/Deposits $ 286,148.34

Water and sewer rates, association or district dues, etc.
(Describe) $760 per year per lot for maintenance of the streets and management of the District

Will project generate revenue? Yes_____ No X

Describe_____

Other potential funding sources None

Other pending applications for funding None

Land developers or others whose business ventures will directly benefit from project and funding or other assistance requested, received, or pledged from these sources:
None

Respectfully submitted,

(SEAL)

Doyle J. Jamieson

Title: President

Attest:

Susan Wilson
Secretary

Prairie View/Champion Ventures

The following page(s) contain the backup material for Agenda Item: 10:10 Campbell County Conflict of Interest Policy

*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.

Policy Name: Conflict of Interest		**Policy Number:** 1.003
Effective Date:	**Adoption Date**:	**Approved By:**
Authority: (State Statute and or Resolution number)		
Revision Dates:		

I. Purpose: As certain categories of public officials and/or public employees have a potential conflict of interest if they are faced with taking an official action or making an official decision which may result in a financial benefit or detriment to the public official or public employee, a member of his or her immediate family, or business with which he or she is associated. The purpose of this policy is to ensure that Campbell County elected officials, employees, board members, and non-profits which receive money from the County perform their duties as public employees in a fair and unbiased way, ensuring that decisions made are not impacted by, or appear to be impacted by personal self-interest, private affiliations, or the likelihood of gain or loss to them or others that they may wish to benefit or disadvantage.

II. Definitions:

A. Public Employee – All County employees including public servants, civil servants, or any other kind of official who performs public functions or duties on behalf of the County.

B. Vendor – a supplier of goods and/or services which do business or intend to do business with Campbell County

C. Workforce – employees, volunteers, contract staff, elected officials and other persons whose conduct, in the performance of work for Campbell County, is managed by Campbell County. The County's management of these persons may include training and development, direction of work activities, provisions of resources, and policy oversight.

D. Outside Engagements – employee involvement with any company, trust, organization, enterprise, government agency, or other entity other than the

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employee's primary position with Campbell County, including for-profit and non-profit organizations.

III. Attachments (if applicable): County Conflict of Interest Disclosure Form

IV. Policy:

A. A conflict of interest involves a conflict between the public duty and private interests of a public employee or elected official in which the employee or elected official has private-capacity interests which could improperly influence the performance of their official duties and responsibilities. The fundamental idea pertains to where there is, in fact, an unacceptable possibility of conflict between an elected official or public employee's interests as a private citizen (private-capacity interests) and their duty as a public servant (official duty), a conflict of interest can be said to exist.

B. A conflict of interest occurs when private interests interfere or may appear to [KW1]interfere with the performance of official duties. Private interests include personal, professional, or business interests, as well as the interests of individuals which employees or elected officials associate with, such as family members, dependents, and friends.

C. While it is best to avoid conflicts of interest, this is not always possible. Identifying and resolving conflict of interest situations is crucial to good governance and maintaining public trust. Public employees and elected officials are obligated to identify and disclose any actual, potential, or perceived conflicts of interest. It is not possible to give an exhaustive list of situations which might involve violations of this policy. However, the primary aim for the following policy sections is to help employees identify and avoid situations that would constitute a conflict of interest.

1. Conflicts of interest fall into three categories.
   (i) Actual – there is a direct conflict between an employee's current duties and their existing private interests.

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(ii) Potential – an employee's duties and private interests could conflict in the future.

(iii) Perceived – the appearance that an employee's private interests could improperly influence the performance of their duties exists.

2. Conflicts of interest can arise inside or outside of the workplace. They may be:

(i) Monetary – where there is a reasonable likelihood of financial loss or gain. May result from an employee or elected official (or a relative or close associate) owning property, holding shares or a position in a company bidding for government work or accepting gifts or benefits.

(ii) Non-monetary – where there is no financial component, but may involve self-interest, personal or family relationships or other affiliations. Includes any tendency toward favor or prejudice resulting from friendship, animosity or other personal involvement that could bias an employee's or elected official's judgement or decisions.

D. Gifts/Favors:

1. No public employee or elected official of the County shall:

(i) Accept any gift, whether in the form of a meal, service, loan, thing of value, or a promise from any person or vendor that, in the employee's knowledge, is interested directly or indirectly in any manner whatsoever in business dealings with the County.

(ii) Accept any gift, favor, or thing of value that may tend to influence that employee in the discharge of their duties.

(iii) Grant any improper favor, service, or thing of value in the discharge of duties.

2. Certain items and situations are excluded from the definition of a gift/favor and this policy does not prohibit County employees from accepting the following:

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(i) Items or souvenirs of nominal value (under $50).

(ii) Modest items of food and refreshments not offered as part of a meal.

(iii) Prizes at conferences available to all participants or the public.

(iv) Meals furnished at conferences, trade shows or trainings available to all participants.

(v) Free attendance or expenses to include meals, travel and lodging provided by the sponsor of an event where the employee is a speaker or participant invited in their official capacity or has been assigned to present information on behalf of the agency.

E. Outside Engagements and Secondary Employment

1. Secondary employment is addressed in the Campbell County Personnel Guidelines.
2. Conflict of interest regarding any contract or sub-contract work awarded to a county employee or elected official must be disclosed prior to the award of the contract.
3. All potential conflict of interests which involves secondary employment must be disclosed annually.

F. Confidential Information

1. Campbell County public employees and elected officials are prohibited from having a direct or indirect formal interest which conflicts substantially with their government duties and responsibilities; or, from joining in, directly or indirectly, a formal transaction as a result of, or primarily relying upon, information obtained through their Government employment. Additionally, they should refrain from transmitting any knowledge learned as a result of their involvement in County business to any person other than in connection with the discharge of their official responsibilities.
2. No County employee or elected official shall disclose confidential information concerning the property, government, or affairs of the

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County in such a manner as to advance the financial or other private interests of their own private interests. Examples include but are not limited to:

(i) Acquire a financial interest in any property transaction or enterprise.

(ii) Gain any financial benefit from the transaction.

(iii) Intentionally help another gain financial benefit from the transaction.

G. Management and reporting of financial conflicts of interest.

1. Campbell County will maintain an up-to-date conflict of interest report to be updated annually or as a new potential conflict of interest is identified.
2. County shall keep informed of and comply with the Wyoming Ethics and Disclosure Act as defined in Wyoming State Statute §. 9-13-101, et seq. and any and all ethical standards governing County's profession.
3. Designated employees will solicit and review disclosures of significant interests from employees, contractors, sub-contractors, vendors, workforce, board members, etc... planning to participate in, or participating in, a project prior to contract awards or expenditures.
4. Conflicts of interest are required to be disclosed to Campbell County as they arise (employment, election, grant award, contract award, etc...). Updated conflict of interest disclosures shall be submitted to Campbell County within 30 days of discovering or acquiring (e.g., through purchase, marriage, or inheritance) a new interest.
5. Designated employees determine how disclosed conflicts of interest could directly and significantly affect the purpose, design, conduct, or reporting of a project or role (such as a board role).

(i) Take such actions as necessary to manage financial conflicts of interest, including any financial conflicts of a contractor or sub-contractor pursuant to 1-3 of this section. Management of an identified conflict of interest requires development and

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implementation of a management plan and, if necessary, a retrospective review and mitigation report.

(ii) Determine if a conflict of interest is unmanageable.

(iii) For any significant interest that is identified, reporting and supporting documentation will be developed regardless of whether the conflict has been managed, mitigated, or eliminated.

a. Any conflicts of interest identified as managed or unmanaged associated with the administration of state or federal contracts or awards will be disclosed to the funding agency in a timely manner in accordance with federal and state agency regulations. It is the responsibility of key personnel to monitor and understand regulations and procedures associated with conflicts of interest related to the administration of state or federal funding.

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The following page(s) contain the backup material for Agenda Item: 10:05 Campbell County Property Management Policy

*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.

Policy Name: County Property Management		Policy Number: 2.009
Effective Date:	**Adoption Date**:	**Approved By:**
Authority: (State Statute and or Resolution number) §16-4-405(a)(vii), § 18-2-101(a)(iii), § 39-15-101(a)(v)		
Revision Dates:		

I. Purpose: This policy establishes the process for acquisition, lease, disposal, and sale of property under the ownership of Campbell County Government. The intent of this policy is to establish guidelines to the acquisition, lease, and sale of real property in the form of property, buildings and equipment. This policy allows for the transfer of property to governmental agencies for like kind value. Consistent with Wyoming Statute § 18-2-101(a)(iii), property owned by the county will only be sold or conveyed when it is in the best interest of the county.

II. Definitions:

A. **Fair Market Value (FMV):** Estimate of the value of real property in current market.

B. **Request for Proposals:** Request for bids on real property which determines need, use and benefit to the community. Formal document will be established for each designated RFP.

C. **Personal Property**: Any movable or intangible thing that is subject to ownership and not classified as real property.

D. **Real Property:** Means land and appurtenances, including structures affixed thereto. W.S. § 39-15-101(a)(v).

III. Attachments (if applicable)

IV. Policy:

A. General Policy - Acquisition, lease, sale or other disposal of any property shall comply with legal requirements established under federal law and Wyoming State Statute as well as the established Campbell County Government Policies #1.003 Conflict of Interest and #1.006 Code of Conduct. All acquisition, lease, sale or other disposal of property shall follow the appropriate protocol established in this

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policy and will not allow for private dealings to obtain or dispose of real property. Any and all proceeds from the lease, sale, or ~~t~~other disposal shall be given to the Treasurer and deposited to the County General Fund, unless the property sold was purchased with forfeiture proceeds in which case the funds shall be returned to the forfeiture account, or otherwise specifically directed by the Board of Commissioners. The County reserves the right to reject any proposal, bid, lease, offer, or other opportunity to dispose of County Property in their sole and absolute discretion that the same would not serve the public interest.

B. Acquisition of Real Property

1. Any elected official or department director or designe~~d~~ may identify a real property parcel or building for acquisition to fulfill a need of a Campbell County department. The Office of the Commissioners will hold all information regarding possible acquisition of real property or buildings as confidential information and all discussions regarding the property will be held in executive session in accordance with Wyoming State Statute §16-4-405(a)(vii).
2. The proposal for purchase will be presented to the Board of Campbell County Commissioners in executive session for discussion with a detailed analysis to include;
   (i) An estimate of the market value of the property,
   (ii) Potential uses for County business including any income generating potential,
   (iii) Manageability of the property, including maintenance and development which would commit other county departments time and funds.
   (iv) Funds available to make the purchase
3. When the property is approved for potential acquisition by the Board of Commissioners in executive session, the Administrative Director of the Office of Commissioners or designee will create an offer to purchase the property from the owner, upon terms set forth by the Board of Commissioners. The Administrative Director or designee may utilize an

agent create the offer to purchase, which agent may act without disclosing the County as the potential purchaser.

4. Once an offer to purchase has been secured, the County will;
   (i) Obtain an evaluation of the property to determine fair market value of the property;
   (ii) Obtain applicable inspections of the property, which may include but are not limited to: legal survey, physical plant inspections, structural inspections, environmental surveys, etc;
   (iii) Publish notice of the following information in the official designated newspaper once per week for two consecutive weeks;
      a. Detailed description of the property,
      b. Intended use of the property
      c. The property appraised value
      d. The purchase price
      e. Accept public comment concerning the proposed acquisition for thirty (30) days. Including written comments
      f. Hold a public hearing during a regular commissioner meeting with appropriate notification in accordance to public hearing standards.
5. Not less than forty-five (45) days after the notice of information listed in subsection (4)(ii) is published, the Board of County Commissioners shall consider in open session the proposed acquisition of the property. If the Board of Campbell County Commissioners determines that the property should be acquired, it shall direct the Administrative Director or designee to complete process to purchase.
6. If at any time the County finds that acquisition of requested property is not in the best interest of the County stakeholders, or if a provision of the offer to purchase is violated or cannot be complied with on the part of any party, the County may elect to cease the acquisition process.
7. The Board of Commissioners may, in the normal course of business, acquire real property, pursuant to a negotiated agreement, as it deems

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necessary or advisable, without adhering to the processes outlined above excepting the requirement to obtain an evaluation of FMV by a licensed appraiser, provided the proposed acquisition was advertised and a public hearing was held, and a notice of the proposed acquisition and public hearing included a description of the property involved, the FMV of the property, and the consideration to be paid for the acquisition and was published in the official designated newspaper at least once per week for four (4) consecutive weeks.

8. Gifts of real property must be approved by the Board of Commissioners. In the Board of Commissioners contemplation of accepting a gift of real property, it should obtain applicable inspections of the property, which may include but are not limited to: legal survey, physical plant inspections, structural inspections, environmental surveys, etc.

C. Leasing of County Property, Buildings and Equipment

1. Prior to releasing property owned by Campbell County, an internal notice will be made to Campbell County departments to determine current or future need of the county. Departments will have thirty (30) calendar days to indicate interest. The Board of County Commissioners will evaluate county department interest. If determined no immediate county need of county departments the property may be evaluated for lease.
2. Lease of Campbell County owned property, building, and/or equipment made to another governmental entity or qualifying non-profit agency, the appropriate County Department must solicit a Request for Proposals (RFP) to lease from prospective qualified vendors. This solicitation must contain a lease agreement including, but not limited to, the following:
   (i) description of the property,
   (ii) restrictions on use,
   (iii) terms and conditions to be imposed upon the vendor (i.e. insurance, utility cost, maintenance, etc.),

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(iv) length of lease term.

3. The RFP to lease shall be published in the official designated newspaper at least once per week for two consecutive weeks. Responses to the RFP will be kept confidential until the advertised time of opening. The County may award the lease to any respondent, who shall be determined qualified and responsible in the sole discretion of the County. The County reserves the right to reject any and all invitations to lease responses if it finds that none of them would serve the public interest.
4. The County Attorney's Office will be provided copies of all lease agreements as they are received by the County Department and will review all lease agreements prior to award. The lease agreement shall be kept by the respective Department, with copies sent to the awarded Vendor, the County Attorney's Office and Office of the Commissioners.
5. The Board of Commissioners may, in the normal course of business, lease excess personal or real property, pursuant to a negotiated agreement, it deems necessary or advisable, without adhering to the processes outlined above, and without calling for bids, provided the lease was advertised and a public hearing was held, and a notice of the proposed lease and public hearing included a description of the property involved and consideration for the proposed lease and was published in the official designated newspaper least once per week for four (4) consecutive weeks.

D. Sale and Disposal of County Surplus Personal Property

1. At designated times established by the Board of Commissioners, all County Departments shall submit a list of surplus personal property and the estimated value to the Office of the Commissioners and Facilities Maintenance.
2. The Office of Commissioners and/or Facilities Maintenance shall provide:

(i) Internal Notice to all Department heads of excess personal property available for department transfer free of cost. County

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departments shall have 15 days to claim excess personal property on a first come first serve basis.

(ii) External Notice to local non-county government and local non-profits requesting notice of any remaining excess personal property available for transfer free or at stated cost. Non-county government and non-profits shall have 15 days to claim excess personal property on a first come first serve basis.

(iii) A Noticed Public Sale of any remaining excess personal property remaining excess personal property will be sold at public auction at times and places to ensure the highest return. A notice stating the time and place of the auction and a description of items to be sold, shall be published in the official designated newspaper at least once per week for four (4) consecutive weeks immediately prior to the date of the auction and in any other publication or venue which will ensure the greatest audience. At the time and place fixed, the property may be sold at public action to the highest bidder; provided, however, that the right to reject any or all bids shall be reserved. Any and all proceeds from such public auction shall be given to the Treasurer and deposited to the County General Fund unless the property sold was purchased with forfeiture proceeds in which case the funds shall be returned to the forfeiture account.

3. Before any property purchased with grant funds is sold or otherwise disposed of, verification must be made that the sale or disposal of the property is authorized under the terms of the grant.
4. The Board of Commissioners may, in the normal course of business, sell excess personal property, pursuant to a negotiated agreement, it deems necessary or advisable, without adhering to the processes outlined above, and without calling for bids, provided the proposed sale was advertised and a public hearing was held, and a notice of the proposed sale and public hearing included a description of the property involved

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and consideration for the proposed sale and was published in the meeting agenda prior to the public meeting.

E. Sale and Disposal of Scrap

1. Any and all property not suitable for public auction may be designated as "scrap". All scrap property will be disposed of, on the recommendation of and by the respective Department Head. Any proceeds from the disposal of this property shall be given to the Treasurer and deposited in the County General Fund. A list of all scrap property recipients shall be submitted to the Office of the Commissioners.

F. Sale or Trade of Real Property

1. Whenever it is proposed that real property owned by Campbell County could be disposed of, the following items should be determined:
   (i) original purchase price of the real property, if known,
   (ii) If any reversionary clauses or encumbrances exist which would prevent sale or trade
   (iii) and estimate of the fair market value utilizing a comparative market analysis from a licensed realtor or similar analysis.
   (iv) Whether significant county need, or future county need, for the real property may exist. Internal notice will be made to Campbell County department heads to determine whether any department may have need or future need for the real property. The Board of County Commissioners shall hear department proposals for the real property in public meeting approximately thirty (30) calendar days after notifying department heads. The Board of County Commissioners may follow-up with department heads upon any proposals for the real property to evaluate any proposal's merit in its sole and absolute discretion. If determined no substantial county need the real property may be evaluated for external disposal.

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2. Sale or Disposal of Real Property

(i) Disposal will require Fair Market Value (FMV) evaluation by a licensed appraiser or other acceptable industry standards. Public notice of a potential for disposal and RFP will be published with response required within forty-five (45) calendar days from initial publication. Notice should include a description of the real property, its appraised value, a description of requirements for the RFP, and reservation of the commissioner's right to reject any and all proposals. RFPs will be considered from non-county government entities, independent districts, individuals, for-profit or non-profit entities. RFP's should generally include information related to: 1) proposed type of transfer (lease or sale); 2) proposed compensation for transfer; 3) proposed use of the property; 4) benefits of the proposed transfer/use to the county/public. Consideration for disposal does not have to be for value and the commissioners may consider trades or swaps of property.

(ii) The Campbell County Board of Commissioners may consider 99-year leases, covenants, easements, reversionary clauses, or similar legal mechanisms where appropriate to ensure transferred properties are utilized for purposes consistent with the proposal.

(iii) If it is determined not to pursue any submitted RFP or if no RFP is submitted for property, the Board of County Commissioners may dispose of real property in a public auction. The advertisement shall describe the property fully and must be published at least once per week for four (4) consecutive weeks in the official designated newspaper and in any other publication or venue which will ensure the greatest audience. The property shall be sold to the highest bidder; provided, however, that the County reserves the right to reject any and all bids.

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3. The County may sell or trade real property to the State, any agency of the State or Federal Government authorized to hold property in its own name, or any political subdivision of the State without advertising the sale or calling for bids provided a public hearing was held, and a notice of the public hearing included the appraised value of all real properties involved and was published at least once per week for four (4) consecutive weeks in the official designated newspaper.

    (i) Subject only to the requirement of an appraisal for Fair Market Value (FMV) evaluation by a licensed appraiser, The Board of Commissioners may in the normal course of business, dispose of real property, pursuant to a negotiated sale or trade, it deems necessary or advisable, without adhering to the processes outlined above, and without calling for RFP, provided the proposed sale was advertised and a public hearing was held, and a notice of the proposed sale and public hearing included the appraised value of all real properties involved and consideration for the proposed disposal and was published at least once per week for four (4) consecutive weeks in the official designated newspaper.

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The following page(s) contain the backup material for Agenda Item: 10:15 Roads and District Incentive Program (RoaDS) Incentive Program

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

Campbell County
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Department of Public Works *Matt Olsen, P.E., Director*

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

MEMORANDUM

TO: Campbell County Board of Commissioners

FROM: Sam Proffer, Planner and Zoning Administrator

DATE: October 17th, 2023

SUBJECT: **'RoaDS'** Economic Development Incentive Program / Resolution Number 3055

Dear Commissioners:

The attached resolution for the RoaDS Economic Development Incentive Program is in response to the Planning Division's September 6th workshop meeting with the Board. (Ref. Exhibit 'B')

This proposal is designed to promote forming, merging, and enlarging areas covered by Improvement and Service Districts for the purposes of maintenance of subdivision infrastructure. As you recall, the idea was met with verbal approval from the Board. Upon receiving positive feedback, staff created this final Resolution (Exhibit 'A') for Board consideration.

A summary of the incentive highlights are as follows:

- No additional funding is required / program is administered with our existing budget
- Encourages self-sufficiency of infrastructure maintenance by residents within their own Districts
- Incentivizes better maintenance of subdivision roads
- Encourages Districts to merge/grow maximizing purchasing power
- Incentivizes non-participating properties to join Districts—Rewards Districts for accepting new members
- Directs tax dollars towards road maintenance in accordance with the 2022 'Penny Power' survey
- Promotes development by providing funds to offset costs for new District creation/expansion
- Program is limited to one year with the option to extend as the Board may desire

Staff asks that the Board approve Resolution No. 3055, the RoaDS Incentive Program as requested.

Exhibits:

- 'A' RoaDS Resolution Number 3055 and Application Form (pgs. 2-7)
- 'B' September 6th Board RoaDS Incentive Informational Memo (pgs. 8-9)
- 'C' Public Hearing Notice (pg.10)

Exhibit 'A'
RoaDS Resolution No. 3055 and Application Form
(6 pages)

RESOLUTION NO. **3055**

A RESOLUTION TO ADOPT THE
2023-2024 **R**oads and **D**istrict **S**upport Incentive Program
To Be Known as the:

"RoaDS" Incentive Program

WHEREAS, Campbell County developed and adopted the Chapter 5 Rules Governing the District Support Grant Program pursuant to W.S. 16-3-103 in October of 1990 which was revised in July of 2014 for the purposes of providing financial aid for the creation of new Improvement and Service Districts and to aid qualified existing Improvement and Service Districts for the necessary maintenance of subdivision infrastructure such as roads, water, sewer systems, etc., and

WHEREAS, the Campbell County Board of Commissioners recognize the need to encourage and support the self-sufficiency of subdivision infrastructure maintenance through the formation, expansion, and mergers of Improvement and Service Districts to promote the economic development, health, safety, morals, and general welfare of the community, and

WHEREAS, the Campbell County Board of Commissioners wish to incentivize the creation, merger, and expansion of Improvement and Service Districts utilizing the 2023-2024 Roads and District Support Incentive Program to be known as the "RoaDS Incentive Program" as defined in Exhibit 'A' of this Resolution for a period of one (1) year beginning on November 1, 2023 through October 31st, 2024.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF CAMPBELL COUNTY, THAT:

SECTION ONE. The RoaDS Incentive Program shall be administered in accordance with Chapter 5 Rules Governing the District Support Grant Program.

SECTION TWO. County Public Works Staff shall provide a year-end report within one-month of the end of the program quantifying the results.

SECTION THREE. After evaluating the year-end report the Board of County Commissioners may choose to end, continue, and/or amend the program as they deem in the best interest of Campbell County.

PASSED, APPROVED AND ADOPTED this 17th day of October 2023.

_____
Colleen Faber, Chairman

_____
Butch Knutson , Member

_____
Kelley McCreery, Member

_____
Del Shelstad, Member

_____
Jim Ford, Member

Attest:

_____
Cindy Lovelace, County Clerk

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Department of Public Works *Matt Olsen, P.E., Director*

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

EXHIBIT 'A'

2023-2024 'ROADS' INCENTIVE PROGRAM

RESOLUTION NUMBER: 3055

RoaDS Incentive Program Funding Schedule†

For any of the following Tiers, participating Districts will receive a flat **$6,500.00** for formation fees *plus*:

Tier 1. $3,500 bonus for creating a new District ($10,000)

Tier 2. $7,000 bonus for mergers of existing contiguous Districts in good standing ($13,500)

Tier 3. $8,750 bonus for District enlargements taking in existing contiguous subdivision HOA's, surrounding contiguous properties, (3-lots minimum), or a non-compliant contiguous District ($15,250)

Tier 4. $10,500 bonus for Districts that enlarge by taking in any proposed new* Minor or Major subdivision contiguous to their existing District boundaries, or a non-contiguous District in good standing ($17,000)

Tier 5. $12,500 bonus for Districts that enlarge by taking in any proposed new* Minor or Major subdivision non-contiguous to their existing District boundaries, or merge with any existing non-contiguous non-compliant District ($19,000)

Incentive funds shall not be released until creations/mergers/expansions have been approved and finalized by the Campbell County Board of Commissioners. Any creations/mergers/expansions started at any time within the RoaDS one-year Incentive Program but not completed by the October 31st 2024 program end shall have their funding allowance carried over into the following fiscal year.

Application expiration. Any applications for incentives not completed and approved by the Board by the end of fiscal year 2024-25 will be considered void.

*Proposed new Minor or Major subdivisions are defined as subdivisions that have applied for a subdivision permit and are currently under review by Campbell County but have not yet been recorded. Proof shall be provided showing that the participating District voted to merge/enlarge with the proposed new subdivision *prior* to Board approval of the plat.

†Subject to funds availability in current fiscal year 2023-24 budget. All participants are on a first come, first served basis. Participation in the RoaDS program does not count towards the District Support Grant maximum annual payout.

Campbell County

RoaDS INCENTIVE PROGRAM APPLICATION

General Information:

RoaDS is designed to incentivize the merger, enlargement, and creation of Improvement and Service Districts. The program is outcome based. Upon final Board approval of the merger, enlargement, or creation of a District, funds will be paid to the applying District. Submittal of expense reports is not required.

There are 5 different levels (tiers) of incentives ranging from $10,000 to $19,000 to be awarded to the successful applicant. (See Exhibit 'A', page 3 of this document for tier details.) You may contact the Planning Department at 307-682-1970 for additional information.

Directions:

Determine which tier incentive you are applying for and answer the following questions. Attach additional sheets as necessary. Additional information may be required as determined by the Administrator.

District Name (applicant): _____Tier Classification (1-5):_____

Mailing Address: _____

Contact Person: _____

Day Time Phone: _____

Infrastructure Maintained by District (check all that apply): Roads___ Water___ Sewer___

Choose one of the following options (1 through 4):

Option 1: Name of District that will *merge* with applicant: _____

a) Name of Subdivision: _____

b) Number of lots (3 min.)____

c) Contiguous? Yes___ No___

d) In good standing? Yes___ No ___

e) Infrastructure Maintained by District (check all that apply): Roads___ Water___ Sewer__

Option 2: Number of lots that will *join* the District: (3 min.) _____

a. Names, addresses, and phone numbers of all landowners: Attach separate sheets as necessary.

b. Contiguous? Yes___ No ___

Option 3: Name of *new* Subdivision that will *merge* with applicant: _____

a. Contiguous? Yes___ No ___

b. Number of lots (3 min.) ____

Option 4: Name of Subdivision creating a *new* District: _____

Respectfully submitted,

_____

Title: _____

Date: _____

EXHIBIT 'A'

2023-2024 'ROADS' INCENTIVE PROGRAM

RESOLUTION NUMBER: 3055

RoaDS Incentive Program Funding Schedule†

For any of the following Tiers, participating Districts will receive a flat **$6,500.00** for formation fees *plus*:

Tier 1. $3,500 bonus for creating a new District ($10,000)

Tier 2. $7,000 bonus for mergers of existing contiguous Districts in good standing ($13,500)

Tier 3. $8,750 bonus for District enlargements taking in existing contiguous subdivision HOA's, surrounding contiguous properties, (3-lots minimum), or a non-compliant contiguous District ($15,250)

Tier 4. $10,500 bonus for Districts that enlarge by taking in any proposed new* Minor or Major subdivision contiguous to their existing District boundaries, or a non-contiguous District in good standing ($17,000)

Tier 5. $12,500 bonus for Districts that enlarge by taking in any proposed new* Minor or Major subdivision non-contiguous to their existing District boundaries, or merge with any existing non-contiguous non-compliant District ($19,000)

Incentive funds shall not be released until creations/mergers/enlargements have been approved and finalized by the Campbell County Board of Commissioners. Applications started within the RoaDS one-year Incentive Program but not completed by the October 31st 2024 program end shall have their funding allowance carried over into the following fiscal year.

Application expiration. Any applications for incentives not completed and approved by the Board by the end of fiscal year 2024-25 will be considered void.

*Proposed new Minor or Major subdivisions are defined as subdivisions that have applied for a subdivision permit and are currently under review by Campbell County but have not yet been recorded. Proof shall be provided showing that the participating District voted to merge/enlarge with the proposed new subdivision *prior* to Board approval of the plat.

†Subject to funds availability in current fiscal year 2023-24 budget. All applications are on a first come, first served basis. Participation in the RoaDS program does not count towards the District Support Grant maximum annual payout.

Campbell County
wyoming

Department of Public Works *Matt Olsen, P.E., Director*

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

MEMORANDUM

TO: Campbell County Board of Commissioners

FROM: Sam Proffer, Planner and Zoning Administrator

DATE: September 6th, 2023 Board Workshop

SUBJECT: **'RoaDS'** Economic Development Incentive Program

Dear Commissioners:

Many miles of subdivision roads are self-funded by either Improvement and Service Districts (Districts) or Homeowners Associations (HOA's). These roads are used by Fire, Police, Emergency Medical, delivery trucks, USPS, etc. Districts are preferred over HOA's because maintenance fees are placed as a tax on the property, and dissolving Districts is difficult. There are currently 55 individual Districts representing 4,388 parcels of land. Approximately 14 have dissolved over the years for various reasons.

Each year the county receives requests for District Support Grants to help maintain the roads, water systems, etc. for these Districts. HOA's are not eligible. District funding proactively contributes to public safety and the general welfare.

While Districts are the best way to fund infrastructure maintenance, they come with their own challenges including:

- District formation for new subdivisions is difficult, stifling construction & economic development
- Some smaller Districts struggle with ongoing reporting requirements and staying compliant
- Non-compliant Districts consume staff time bringing them back into compliance
- More Districts mean more District Support Grants that must be processed by staff
- Small Districts have limited purchasing power, so grant funding is not maximized
- New subdivisions connecting to existing Districts causes problems for existing District roads
- Some HOA's have expressed interest in becoming a District, but lack the resources to do so
- Current District Grant formation funding is $4,500 maximum, and has not been increased for many years, disincentivizing formation. The last two formation costs exceeded the $4,500 cap.

Per the 2022 1% tax 'Penny Power' survey, 53.9% of respondents placed funding of road maintenance as a High Priority second only to Emergency & Safety Equipment. 41.06% placed funding of Districts as a Medium Priority; however, *District* funding *held the highest weighted average score* over all categories making District support where county residents place the most emphasis on funding overall.

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74% of the 2013 Comprehensive Plan survey respondents named improvement of subdivision roads a priority.[1]

To address these issues, staff proposes the '**RoaDS'** (**R**oad and **D**istrict **S**upport) incentive program. This is a limited time District Support Grant Creation, Merger, Expansion, and Economic Development Incentive program.

For fiscal years 2018 through 2022, the Grant fund held an average reserve balance of approximately $96,000. Based on this, staff proposes earmarking $65,000 for incentives for one calendar year ending in 2024. Staff proposes a tiered incentive program intended to be in addition to the normal grants awarded. This would not prohibit participating Districts in good standing from applying for grants as normal.

For fiscal years 2019 through 2022, the average District Support Grant was just under $7,000. Using that figure as a baseline, staff proposes to encourage creation, expansions and/or mergers based on the following tiered incentives:

For all tiers, increase formation/merger grants up from $4,500 to a standardized $6,500 **plus**:

Tier 1. $3,500 bonus for creation of a new stand-alone District. (50% of 3-year average)

Tier 2. $7,000 bonus for mergers of existing contiguous Districts in good standing (100% of 3-year average)

Tier 3. $8,750 bonus for District enlargements taking in existing HOA's, surrounding properties, (3-lots minimum), or a non-compliant contiguous District (125% of 3-year average)

Tier 4. $10,500 bonus for Districts that enlarge by taking in any proposed new Minor or Major subdivision contiguous to their existing District boundaries, or a non-contiguous District in good standing. (150% of 3-year average)

Tier 5. $12,500 bonus for Districts that enlarge by taking in any proposed new Minor or Major subdivisions non-contiguous to their existing District boundaries, or merge with any existing non-contiguous non-compliant District. (175% of 3-year average)

RoaDS incentive program benefits include:

1. Increases District purchasing power through economy of scale maximizing future grant money, increases the number of potential board members reducing the possibility of non-compliance, and reduces the number of District supports grants that must be processed by staff.

2. Invests in road maintenance and District support as desired by the citizens without additional funding

3. Promotes public safety by pro-actively encouraging road maintenance.

4. Promotes economic development by incentivizing subdivision projects which creates jobs, rewards participating Districts, and increases long-term annual tax revenues through increased property taxes. (Example: $28.7M in local income, $3.6M in taxes, and 394 local jobs for every 100 homes built each year)[2] (County median annual residential property tax: $1,468)[3]

[1] 2013 Comprehensive Plan, page 40, 'Subdivision Roads'
[2] https://www.nahb.org/-/media/NAHB/news-and-economics/docs/housing-economics/economic-impact/economic-impact-local-area-2015.pdf, accessed 2/9/2023
[3] https://www.cvalleywy.com/wyoming/ accessed 2/9/2023

Exhibit 'C'
Public Hearing Notice
(1 page)

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

Campbell County
wyoming

Department of Planning and Zoning

Special Resolution Notice

A public hearing will be held by the Campbell County Commissioners on Tuesday, October 17th, at 10:15 A.M. in the Campbell County Courthouse, Commissioners' Chambers, 500 South Gillette Avenue, Gillette, Wyoming for the purpose of hearing a Special Resolution for the 'RoaDS Incentive Program'. The RoaDS Program is a proposed financial incentive program to encourage the creation, merger, and enlargement of Improvement and Service Districts under Campbell County Chapter 5 Rules Governing the District Support Grant Program. Contact the Campbell County Planning Office at 307-682-1970 or at the Planning Office at 500 S. Gillette Ave., Ste. 1500, Gillette WY for more information.

Interested parties should attend the meeting.

Sam Proffer
Planner & Zoning Administrator

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