

AMENDED AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

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

NOVEMBER 16, 2021

09:00 MEETING CALLED TO ORDER PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- A. [Consent Agenda](#)
-

REGULAR BUSINESS

- | | | |
|----|--|------------------------------|
| B. | 9:05 Wreaths Across America | Toni Brown |
| C. | 9:10 New Year's Fireworks Request | Paul Reynolds/Randy Sinclair |
| D. | 9:15 Museum Crosswalk Project Consultant Agreement | Clark Melinkovich |
| E. | 9:20 Sole Source Purchase Request, Library Door Locks | Bill Beastrom |
| F. | 9:25 Vehicle Transfer to Lusk Police Department | Tony Langone |
| G. | 9:30 Consulting Services Agreement Amendment, Waypoints LLC | Carol Seeger |
| H. | 9:35 Request for Change in Position Allocation, CDS | Bob Tranas |
| I. | 9:40 COVID Vaccine Outreach & Education Service Agreement, Sylvestri | Jane Glaser |
| J. | 9:45 COVID Vaccine Outreach & Education Service Agreement, OC Equity | Jane Glaser |
| K. | 9:50 2022 County Employee Holiday Schedule | Brandy Elder |
| L. | 9:55 Public Health Nurse Compensation | Brandy Elder |
| M. | 10:00 Board Appointments, High County Improvement & Service District | Michelle Leiker |

EXECUTIVE SESSION

- N. 10:30 Property Acquisition

ADJOURN

Consent Agenda

MINUTES

Board of Commissioners Fire Board Meeting, October 27, 2021
Board of Commissioners Directors Workshop, November 1, 2021
Board of Commissioners Executive Session, November 1, 2021
Board of Commissioners Regular Meeting, November 2, 2021
Board of Commissioners Executive Session, November 2, 2021

MONTHLY REPORTS

Clerk of District Court – October 2021
County Clerk – October 2021
Sheriff's Department – October 2021
Sheriff's Department, Detention – October 2021
Treasurer's Office – October 2021
Worker's Comp – 3rd Qtr 2021
941 Tax Report – 3rd Qtr 2021

PAYROLL PAYMENTS

October 30, 2021
October 31, 2021

CORRESPONDENCE

Comments regarding Proposed Revised Rules on National Environmental Policy Act (NEPA).

Comments regarding Endangered Species Act (ESA) critical habitat definition change.

LINE ITEM TRANSFERS

Transfer \$2,400.00 from 020.7085 District Support Grants to 020.7085.49 Small Buttes
Transfer \$11,250.38 from 020.7085 District Support Grants to 020.7085.18 Sundog

POSITION VACANCY JUSTIFICATIONS

Children's Developmental Services – Bus Driver
Children's Developmental Services – Instructional Assistant
Clerk of District Court – File Clerk I
Public Works/Facilities Maintenance – Custodian I (Part-Time)
Public Works/Solid Waste Division – Equipment Operator, Senior
Road & Bridge – Equipment Operator

SICK LEAVE TRANSFERS

Request transfer of 40 hours from Employee #531733 to Employee #607064
Request transfer of 40 hours from Employee #531733 to Employee #607064
Request transfer of 40 hours from Employee #531733 to Employee #607064
Request transfer of 40 hours from Employee #531733 to Employee #607064
Request transfer of 40 hours from Employee #531733 to Employee #607064

Request transfer of 40 hours from Employee #531733 to Employee #607064

HAND WARRANTS

Wisconsin Department of Revenue	\$20.00
Campbell County Clerk Tax Account	20,437.68
Campbell County Treasurer – FLX/HSA	2,561.83
Campco Federal Credit Union	950.00
Great West Trust Company	4,595.00
Campbell County Treasurer	1,740.00
Campbell County Treasurer	84.86
Campco Federal Credit Union	226.01
Campbell County Clerk Tax Account	279,413.49
Campbell County Treasurer – FLX/HSA	42,301.47
Great West Trust Company	28,757.50
Wyoming Child Support	1,423.51
Circuit Court of Campbell County	119.10
CCEHBTA – Health	719,607.13
CCEHBTA – Dental	40,923.80
Delta Dental Plan of Wyoming	1,801.20
Gallagher Benefit Services (Reliance)	1,839.17
VSP of Wyoming	8,112.79
First Interstate Bank	270.00

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

Office of County Commissioners
October 27, 2021
Gillette, WY

The Campbell County Board of Commissioners met with the Fire Board on Wednesday, October 27, 2021 at 5:30 PM.

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

Chief Bender discussed the purchase SCBA equipment and radios.

An update was provided on the fire season, the EFSA, the foundation at Station 1 and staffing for Station 3.

There being no further business to come before the Board, the meeting was adjourned at 6:05 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

Office of County Commissioners
November 1, 2021
Gillette, WY

Directors Workshop

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

Present were Rusty Bell, Colleen Faber, Del Shelstad, Bob Maul, DG Reardon, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director; Sean Brown, Deputy County Attorney; Kevin Geis, Road and Bridge Director and Matt Olsen, Public Works Director.

Commissioner Faber provided an update on the CAM-PLEX community outreach.

Board liaison reports were given.

Kevin Geis provided updates on the DEQ inspection, road maintenance, CMAQ, the vacating of Orlando Drive, an area for a 2022 motorcycle and car show, and the old Road and Bridge fuel pumps.

Matt Olsen provided updates on the water main at the Airport, Museum crosswalk, Wyoming Innovation Center, and the Natural Resource and Land Use Plan draft.

Carol Seeger discussed upcoming events and Board liaison selections.

Carol Seeger provided an update on employee count numbers.

A workshop was held on the Warlow Drive property.

Commissioner Faber moved to convene into executive session to discuss potential security and litigation. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

The Board reconvened into the Directors Workshop at 3:20 PM.

There being no further business to come before the Board the meeting was adjourned at 3:20 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

Office of County Commissioners
November 2, 2021
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, November 2, 2021. Chairman Maul called the meeting to order at 9:00 AM. Commissioner Shelstad led in prayer and Chairman Maul led the Pledge of Allegiance.

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

The following consent agenda was presented:

MINUTES:

Board of Commissioners Managers Meeting, October 18, 2021
Board of Commissioners Regular Meeting, October 19, 2021
Board of Commissioners Executive Session, October 19, 2021
Board of Commissioners Fair Board Meeting, October 19, 2021
Board of Commissioners Airport Board Meeting, October 20, 2021
Board of Commissioners Museum Board Meeting, October 21, 2021

MONTHLY REPORTS:

Sheriff's Office, Detention – September 2021
Treasurer's Office – September 2021

PAYROLL PAYMENTS:

October 16, 2021

CREDIT CARDS:

County Clerk – Cathryn Grace Davis, \$3,000 Credit Limit
County Clerk Elections – Michelle Leiker, \$3,000 Credit Limit

OFFICIAL BOND & OATH:

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

OFFICE OF STATE PUBLIC DEFENDER:

Ty Jensen – Full Time Assistant Public Defender for Six Judicial District

POSITION VACANCY JUSTIFICATIONS:

Airport – Director of Operations
CAM-PLEX – Administrative Assistant
CAM-PLEX – Event Custodian
Public Health – WIC Specialist

SICK LEAVE TRANSFERS:

Transfer 40 hours from Employee #101901 to Employee #684490
Transfer 40 hours from Employee #102349 to Employee #684490

HAND WARRANTS:

Campco Federal Credit Union	\$226.01
Campbell County Clerk Tax Account	276,822.95
Campbell County Treasurer – FLX/HSA	42,625.49
Circuit Court of Campbell County	80.30
Great West Trust Company	28,792.50

Wyoming Child Support	1,423.51
HM Life Insurance	177,780.87
IRS – Department of Treasury	227.87
Wyoming Department of Revenue & Taxation	2,576.54
Wyoming Department of Workforce Services – WC	76,250.11

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

Commissioner Reardon moved to approve the vouchers as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

A M Service Supply	District Court	\$90.00
Abdo	CCPL-Main Branch	263.40
Absolute Auto	Road & Bridge	1,622.35
Acord, Darcy A.	CCPL-Main Branch	50.31
Active Data Systems	Library-General Administration	750.00
Air Tech Heating	Sheriff-Jail Facility	38.00
Albertsons Emer Mgmt	Emergency Management	127.59
Alignment Pros	County Sheriff	165.00
AlSCO	Landfill	804.44
Alternative Propane	P & R-Ice Skating	362.35
Amazon Courthouse	Various Departments	841.50
Amazon Library	Various Departments	611.71
Ameri Tech Equipment	Landfill	1,701.56
American Family Life	Campbell County General Fund	32.38
American Millennium	Commissioner's-Gen Cnty Costs	55.95
American Road W S	1% Optional Sales Tax Fund	7,603.40
American Welding	Various Departments	106.79
Animal Medical Cntr	County Sheriff	537.19
Arbuckle Lodge	Various Departments	13,145.00
Arcadia Publishing	Rockpile Museum - Gen Admin	711.40
Architectural Spec	Maintenance/Custodial	321.84
Arena Products Svc	Various Departments	8,949.46
Arete Design Group	Human Resources	1,600.40
Associated Glass	Various Departments	1,030.71
ATT Airport	Northeast Wyoming Regional	194.78
ATT Assessor	County Assessor	102.72
ATT Children's Devel	Children's Dev Svc-Spec Ed	61.82
ATT Emergency Mgmt	Emergency Management	165.13
ATT Park Recreation	Various Departments	104.39
Audio Video Solut	P & R-Recreational Division	3,504.00
AutoZone	Fleet Department	127.56
Axis Forensic Tox	County Coroner	490.00
Background Invest	P & R-Recreational Division	24.95
Badger Daylighting	1% Optional Sales Tax Fund	13,626.65

Barney Graham Lamb	Commissioner's-Gen Cnty Costs	450.00
Basin Radio Network	Various Departments	1,610.00
Bears Naturally	County Sheriff	7.69
Bell Nob Golf Shop	P & R-Bell Nob Golf Course	5,352.03
Bennett Weber Hermst	Commissioner's-Gen Cnty Costs	5,900.00
Big D Oil Company	Various Departments	146.59
Big Horn Tire	Various Departments	1,055.63
Big O Tires	County Assessor	1,086.85
Big Sky Communicat	E911 Enhanced Fees	222.00
Bighorn Hydraulics	Various Departments	610.61
Black Hills Chemical	Sheriff-Jail Facility	842.26
Black Hills Enrg Gas	Various Departments	25,260.99
Black Hills Pioneer	Various Departments	900.25
Blackstone Audio	CCPL-Main Branch	1,122.37
Bloedorn Lumber	Maintenance/Custodial	2,699.79
Bobcat of Gillette	Maintenance/Custodial	836.44
Bomgaars	Various Departments	711.96
Border States Elec	Various Departments	1,913.23
Boys Girls Club CC	1% Optional Sales Tax Fund	8,913.70
Briggs, Coleman B.	Fair-General Admin	212.80
Brown Kennedy Ranch	Road & Bridge	450.56
Buffalo Porta Potty	Road & Bridge	125.00
Burns McDonnell Eng	Various Departments	7,624.34
Butler, Tommie M.	Rockpile Museum - Gen Admin	80.00
Carr, Joli A.	Various Departments	58.24
Cash Wa Distributing	Sheriff-Jail Facility	616.21
Caveman Sports	Human Resources	219.99
CBH Co Op	Various Departments	505.54
CC Chamber of Commer	Various Departments	2,595.00
CC Circuit Court	County Attorney	20.00
CC Dist Crt Rev Wit	State & Fed Mandated Costs	5,860.08
CC Health Misc	County Coroner	2,832.00
CC Health Patient Acct	County Attorney	27,960.00
CC Public Health	Human Resources	89.00
CC Public Land Brd	Various Departments	260,469.19
CC School Dist Coop	Various Departments	4,247.13
CC Senior Center	1% Optional Sales Tax Fund	15,136.00
CC Sheriffs Office	Various Departments	192,405.69
CC Treasurer	Various Departments	6,681.20
Center Point Large	CCPL-Main Branch	378.69
CenturyLink Long Dis	Information Technology Service	619.78
CenturyLink Phone	Various Departments	16,775.71
Charm Tex	Sheriff-Jail Facility	149.90
Charter Comm Cable	Various Departments	1,795.46
Children's Home Soc	County Sheriff	59.22
Chris Supply Co	Information Technology Service	784.15

City Gillette Bldng	Maintenance/Custodial	50.00
City Gillette Misc	Various Departments	32,620.00
City Gillette Util	Various Departments	109,323.27
CivicPlus	Various Departments	3,541.00
Clear Creek Counsel	City of Gillette A Drug Court	765.00
Climb Wyoming	TANF/CPI	2,808.75
Coca Cola Bottling	Commissioner's-Gen Cnty Costs	307.00
Coleman, Shannon	State & Fed Mandated Costs	30.00
Collection Prof	Children's Dev Svc-Gen Admin	295.61
Collins Commun	Various Departments	154.50
Communication Tech	Fleet Sales Tax Funds	177.90
Concordance Health	County Health Nurse	1,920.12
Contractors Supply	Various Departments	2,433.73
Cordant Health Solutions	Various Departments	3,459.80
Council Community Svc	Various Departments	56,865.85
Counseling Connect	Various Departments	2,625.00
County Clrk Assn WY	County Clerk	300.00
Crescent Electric	Maintenance/Custodial	468.47
Crum Electric Supply	Various Departments	4,579.45
CSS	Sheriff-24/7	598.00
Culligan South Dak	Various Departments	863.00
Cunningham, Michelle L.	State & Fed Mandated Costs	33.75
CuraLinc Healthcare	Human Resources	2,216.04
Curriculum Assoc	Children's Dev Svc-Spec Ed	218.40
Dads Truck and Auto	County Sheriff	145.00
DBT Transportation	Airport Navaid	12,624.16
Deere Company	Fleet/Cam-plex Fund	34,433.22
Del City	Fleet Sales Tax Funds	676.40
Demco	Various Departments	495.76
Dennis Supply	Maintenance/Custodial	5,296.26
Dermatec Direct	Various Departments	2,675.99
Design Construction	1% Optional Sales Tax Fund	3,009.50
Dillinger, Dwayne L	P & R-Gen Adm	257.64
DMC Wear Parts	Road & Bridge	820.00
Douglas Budget	Various Departments	580.00
Dru Consulting	Commissioner's-Gen Cnty Costs	1,265.00
Dustbusters Enter	Publ Work Capital Construction	35,509.03
Edwards, Kalean A.	Children's Dev Svc-Preschool	19.88
Election Systems	County Elections	273.85
Elm USA	Various Departments	36.94
Employment Testing	Various Departments	166.00
Expresso Lube	Various Departments	518.90
EZ Auto Wash	Children's Dev-Early Head Start	12.38
Farmer Bros Co	Sheriff-Jail Facility	287.50
Fast Break Screen	Fair-General Admin	327.00
Fastcase	County Law Library	250.00

Fastenal Company	Various Departments	543.75
FIB Mstrcrd Airport	Northeast Wyoming Regional	891.41
FIB Mstrcrd Library	Various Departments	586.96
FIB Mstrcrd Park Rec	Various Departments	4,522.98
Firemaster	Various Departments	118.05
First Natl Bnk Gil	Various Departments	7,677.94
First Natl Bnk Visa	Various Departments	18,156.19
Floyds Truck Center	Road & Bridge	1,288.16
Forensic Medicine	County Coroner	8,000.00
Fry, Kimberly D.	Extension Dept-4-H Program	451.39
Gale Cengage Learn	CCPL-Main Branch	532.36
Gallagher Benefit	Human Resources	6,083.33
Gaylord Bros	Rockpile Museum - Gen Admin	119.02
Gillette Abuse Refug	Various Departments	10,074.60
Gillette College	1% Optional Sales Tax Fund	159,057.00
Gillette College Fou	1% Optional Sales Tax Fund	10,000.00
Gillette Printing	Road & Bridge	289.00
Gillette Reprod Hlth	CSBG	2,666.67
Gillette Transport	County Sheriff	75.00
Gillette Winsupply	Various Departments	3,090.53
Git R Done Site Svc	Various Departments	1,330.00
Golf Core	P & R-Bell Nob Golf Course	443.54
GoodHire	Human Resources	22.75
GoSecure	Information Technology Service	9,895.00
Grainger	Various Departments	1,293.90
Greasewood Water	Road & Bridge	2,117.40
Gregs Welding	Rockpile Museum - Gen Admin	367.31
Grimms Pump Industrl	Road & Bridge	321.50
Hakert, Richard J.	Road & Bridge	1,008.00
Harvey, Heather A.	P & R-Gen Adm	60.00
Hawkins	Various Departments	6,863.25
Hayden, Celeste Renee	Extension Dept-Home Economist	487.36
HDR Engineering	Various Departments	28,796.50
Hensley, Niki L.	Fair-General Admin	327.30
High Glass Window	Maintenance/Custodial	2,105.00
Historical Folk Toys	Rockpile Museum - Gen Admin	510.43
Hoffman, Travis William	Fair-General Admin	425.60
Holiday Direct	P & R-Parks	50.00
Holiday Inn Ex Gill	CCPL-Main Branch	96.00
Homax Oil Sales	Various Departments	149,525.44
Home Depot Maint	Various Departments	75.17
Home Depot Museum	Rockpile Museum - Gen Admin	136.63
Home Depot Parks Rec	Various Departments	458.88
Home Depot Sheriff	Sheriff-Jail Facility	194.59
Home Fire Foods	Various Departments	2,029.50
Honnen Equipment	Road & Bridge	147.33

Humphrey Law	State & Fed Mandated Costs	6,239.62
IBM	Information Technology Service	17,800.45
Ingram Book	Rockpile Museum - Gen Admin	208.19
Inland Truck Parts	Various Departments	1,470.99
Internat Identific	Sheriff-Jail Facility	80.00
Interstate Batt BH	Various Departments	499.80
Interstate Powersyst	Landfill	1,913.04
J E Design Install Fabrication	Publ Work Capital Construction	4,550.00
James Tire Service	P & R-Parks	90.34
Janitors Closet	Maintenance/Custodial	1,195.00
Jims Heating AC Ref	Landfill	2,790.00
Judicial Dialog	County Attorney	11,340.00
Kanopy	CCPL-Main Branch	178.00
Kapco	Library-General Administration	55.15
Keyhole Broadcasting	Various Departments	1,405.00
Kimball Midwest	Road & Bridge	134.52
Knife River	P & R-Bell Nob Golf Course	3,630.53
Kronos	Payments In Lieu of Taxes Fund	1,620.00
KSLT KLMP KTPT	Various Departments	300.00
Kubat Equip Service	Road & Bridge	3,495.00
Lawson Products	Landfill	279.86
Library Foundation	Library-General Administration	85.67
Lightning Lube	Various Departments	252.00
Lowe Roofing	Human Resources	68,105.50
Lubnau Law Office	State & Fed Mandated Costs	1,201.40
Lynn Card Company	County Sheriff	108.95
Lynns Auto Repair	County Sheriff	3,036.96
M G Oil	1% Optional Sales Tax Fund	5,430.00
Macpherson Thompson	Commissioner's-Gen Cnty Costs	1,466.20
Mad Transportation	County Sheriff	125.00
Mainline Inform Sys	Information Technology Service	3,615.54
McKesson Med Surgic	Sheriff-Jail Facility	2,085.53
McMahon, Pamela K.	State & Fed Mandated Costs	1,846.00
McRae, Ashley D.	Prevention Management Org	216.16
Meadow Gold Dairy	Children's Dev Svc-Preschool	550.99
Means First Ext WS	Road & Bridge	137.65
Medical Arts Lab	Sheriff-Jail Facility	3,585.00
Melgaard Construct	Various Departments	145,880.76
Menards Extension	Extension Department	51.89
Menards Landfill	Landfill	39.98
Menards Maintenance	Maintenance/Custodial	668.16
Menards Museum	Rockpile Museum - Gen Admin	192.17
Menards Park Rec	Various Departments	686.48
Menards Road Bridge	Road & Bridge	103.92
Menards Sheriff	County Sheriff	174.77
Merck Sharp Dohme	Various Departments	7,996.32

MFAC
 Michael, Mary Ann C.
 Midland Implement Co
 Midwest Tapes
 Miller Welding
 Mitchell McCormick
 Morgan, Tobey J.
 Morrison Maierle
 Motorola Solut Maint
 Naramore, James J MD
 Nelson Auto Glass
 News Record
 Norco
 North Star Lighting
 Northern Trophy
 Novus Auto Glass
 OAG Flightview
 Octane Garage
 Office Depot
 Office Shop
 One Call of Wyoming
 Optum
 O'Reilly Auto Parts
 Original Watermen
 Overdrive
 Overhead Door Co
 Paintbrush Services
 Papa Johns Pizza
 PastPerfect Software
 PB Clerk
 PCA Engineering
 Pearson
 Personal Frontiers
 PFM Asset Management
 PharmChem
 Plains Tire
 Plainsman Printing
 PMCH
 Powder River Const
 Powder River Ener Utl
 Powder River Exam
 Powder River Heating
 Powder River Worksaf
 Prime Rib Restaurant
 ProElectric
 Purvis Industries

P & R-Recreational Division	67.08
Children's Dev Svc-Preschool	39.95
P & R-Bell Nob Golf Course	46.88
Various Departments	2,387.85
Road & Bridge	25,145.00
County Health Nurse	295.00
County Sheriff	200.00
Various Departments	25,801.41
Commissioner's-Gen Cnty Costs	3,800.27
Sheriff-Jail Facility	1,000.00
Road & Bridge	447.67
Various Departments	7,711.02
Various Departments	6,348.83
Fleet Sales Tax Funds	4,400.00
P & R-Intramural Progrms-CCCRD	93.00
Children's Dev-Early Head Start	320.00
Various Departments	524.66
Various Departments	1,083.10
Various Departments	5,901.40
Emergency Management	58.92
Publ Work Capital Construction	4.50
Human Resources	1,449.50
County Sheriff	268.95
P & R-Recreational Division	601.60
Various Departments	4,329.56
Various Departments	421.20
Various Departments	370.00
Various Departments	154.68
Rockpile Museum - Gen Admin	812.00
County Clerk	171.00
1% Optional Sales Tax Fund	118.75
Children's Dev Svc-Spec Ed	802.10
Various Departments	4,226.67
Commissioner's-Gen Cnty Costs	9,851.62
Sheriff-24/7	827.95
County Sheriff	355.89
County Clerk	3,072.44
Payments In Lieu of Taxes Fund	7,351.60
Various Departments	121,051.66
Various Departments	22,758.74
Various Departments	120.00
Various Departments	1,045.14
Human Resources	270.00
Commissioner's-Gen Cnty Costs	3,198.00
Road & Bridge	601.02
Various Departments	613.96

Push Pedal Pull	1% Optional Sales Tax Fund	11,777.00
QT Petroleum Demand	Northeast Wyoming Regional	1,425.00
Quadient Leasing	County Health Nurse	288.00
Quill	County Assessor	452.92
R B Tire	County Sheriff	39.20
Rain Locker Car Wash	Various Departments	204.18
Ram Computer Supply	Children's Dev Svc-Gen Admin	597.92
Razor City Locksmith	Various Departments	20.90
Razor City Rental	Northeast Wyoming Regional	85.43
Record Supply	Various Departments	3,833.18
Retractable Tech	Covid-19 Vaccine Clinics	10,032.00
Rhode Island Novelty	CCPL-Main Branch	134.00
Rocky Mtn Business	Various Departments	5,594.44
Rogue Fitness	1% Optional Sales Tax Fund	3,655.00
Sams Land	Road & Bridge	214.80
Sanofi Pasteur	Various Departments	28,928.30
Second Chance Minist	1% Optional Sales Tax Fund	3,812.67
Sentinel Offender	Various Departments	468.38
Servall Uniform	Road & Bridge	819.46
Sherwin Williams	Various Departments	483.76
Shindigs Grillin Rig	Fair-General Admin	60.00
Sign Boss	P & R-Recreational Division	810.00
Simpsons Printing	Various Departments	3,996.00
Sir Speedy	Various Departments	611.76
Skaggs Companies	Capital Outlay-Sheriff	997.85
Snow Crest Chemicals	Various Departments	6,473.68
Source Office Tech	Various Departments	3,162.45
Spencer Fluid Power	Landfill	216.30
Step Stone Counseling	Various Departments	13,612.25
Stephens Peck	County Clerk	100.00
Stitch	P & R-Intramural Progrms-CCCRD	300.00
Stotz Equipment	P & R-Parks	404.26
Summit Food Services	Sheriff-Jail Facility	42,008.85
Sundahl Powers Kapp & Martin	Commissioner's-Gen Cnty Costs	35,597.62
Sundance Times	Various Departments	487.50
Sunshine Custom Pain	Human Resources	2,000.00
Surf N Suds	County Health Nurse	20.67
Sylvestri Custom	Prevention Management Org	8,400.00
Sysco Food Services	Children's Dev Svc-Preschool	6,516.37
Teaching Strategies	Various Departments	7,110.00
Temperature Tech	Maintenance/Custodial	1,148.00
The Grease Barrel	Various Departments	264.85
The Range	P & R-Gen Adm	110.28
Thomas Y Pickett	Various Departments	16,350.40
Thomson Reuters West	County Attorney	760.78
Titan Machinery	Various Departments	98,837.01

Total Construction	Road & Bridge	504.00
Tower Communication	CRSSA	10,000.00
Tru Tech Products	Various Departments	16.44
Tvetene Turf	P & R-Bell Nob Golf Course	3,690.85
Tyler Tech	Payments In Lieu of Taxes Fund	19,400.00
U S Ice Rink Assn	P & R-Ice Skating	75.00
Unique Management	Library-General Administration	98.45
United Parcel Serv	County Sheriff	47.73
Universal Athletic	Various Departments	10,802.08
Upholstery Ladonna	County Sheriff	200.00
Urbin Law Office	State & Fed Mandated Costs	6,284.40
USA Curling	P & R-Ice Skating	850.00
Van Ewing Const	Various Departments	103,522.19
Verizon Adlt Drg Crt	Adult Drug Court	99.86
Verizon Emergcy Mgmt	Emergency Management	38.52
Verizon Juv Prob	Various Departments	249.65
Verizon Public Hlth	County Health Nurse	251.96
Verizon Public Works	Various Departments	620.15
Verizon Sheriff	Various Departments	4,910.02
Verizon Wireless	County Sheriff	50.00
Vigil, Michelle	Extension Dept - Community Dev	840.87
Violet Communications	Various Departments	33,332.00
Visionary Broadband	Various Departments	6,572.61
Visitation Advocacy	1% Optional Sales Tax Fund	2,936.40
Vista Leasing	Various Departments	8,620.80
Vital Records Cont	Various Departments	352.80
Walmart Children Dev	Various Departments	1,032.75
Walmart Clerk	County Clerk	30.30
Walmart Extension	Various Departments	160.67
Walmart ITS	Information Technology Service	24.04
Walmart Juvenile Fam	Juvenile Drug Court Grants	92.54
Walmart Library	Various Departments	175.58
Walmart Museum	Rockpile Museum - Gen Admin	89.30
Walmart Park Rec	Various Departments	1,066.18
Walmart Public Hlth	County Health Nurse	46.48
Walmart Sheriff	County Sheriff	777.54
Waste Connections	Various Departments	2,976.71
Water Gear	P & R-Wright Center	94.91
Water Guy	Various Departments	1,670.00
Wesco Distribution	Maintenance/Custodial	28.30
Western Stationers	Various Departments	334.42
Western Waste Sol	Various Departments	920.92
Weston Co Gazette	Various Departments	126.00
Westwood Pharmacy	Sheriff-Jail Facility	2,771.31
WEX	Fleet Department	163.39
Whites Energy Motors	Fleet Sales Tax Funds	35,000.00

Whites Frontier Mtrs	Human Resources	125.81
Wilbur Ellis Company	P & R-Bell Nob Golf Course	5,900.75
Winland Car Wash	Various Departments	31.26
Wolters Kluwer	Various Departments	728.44
Work Warehouse	Various Departments	1,148.10
Wright Auto Parts	P & R-Parks	24.99
Wright Community	1% Optional Sales Tax Fund	3,642.43
Wright Water Sewer	Various Departments	3,621.04
WY Conf Bld Official	Public Works	150.00
WY Dept Health Prev	Various Departments	736.00
WY Enterprise Tech	County Treasurer	26.72
WY Retirement Life	Campbell County General Fund	496.00
WY Retirement System	Campbell County General Fund	416,905.14
WY State Library	Various Departments	19,350.00
WY Workforce Unempl	Clerk-General County Costs	14,426.05
Wyoming Center Clinical Excellence	Human Resources	450.00
Wyoming Legal Group	State & Fed Mandated Costs	50.00
Wyoming Library Assn	Library-General Administration	600.00
Wyoming Machinery	Various Departments	15,289.98
Wyoming Mechanical	Maintenance/Custodial	105.21
Wyoming Peace Office	Sheriff-Jail Facility	10.00
Wyoming State Bar	County Attorney	3,132.50
Wyoming State Hist	Rockpile Museum - Gen Admin	438.25
Wyoming Water Sol	Various Departments	1,279.25
Wyoming Youth Basketball Association	1% Optional Sales Tax Fund	1,500.00
Youth Emergency Serv	Various Departments	82,306.94

The following are the claims for Part-Time Employees summarized by department for October 2021: Treasurer, 2,266.25; Sheriff, 11,816.73; Coroner, 2,050.00; Extension, 849.75; District Clerk of Court, 2,442.92; Public Works-Landfill, 2,300.00; Museum, 2,949.00; Public Health, 3,800.38; Public Works-Custodians, 4,224.92; Children's Center, 19,955.02; Library, 79,459.99; Fair, 932.75; Parks & Recreation, 100,713.06.

Justin Penning, ITS Program Analyst, demonstrated where and how to access the County Board contact form on the County website.

Commissioner Reardon moved to approve the Memorandum of Understanding between Wyoming Department of Health, Public Health Division and Campbell County for COVID-19 Disease Surveillance and Testing Activities, in the amount of \$572,496 for the period July 1, 2021 to December 31, 2022, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Jane Glaser provided information on the Curative COVID testing.

Mitch Damsky left the meeting at 9:20 AM.

Commissioner Bell moved to approve the submission of an Inspire Grants for Small Museums application to the Institute of Museum and Library Services (IMLS) for the purchase of a mobile storage shelving system for the Rockpile Museum's new collections storage space, in the amount of \$50,000 with a local share of \$15,635.73, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the Grant Award Agreement between Wyoming Office of Homeland Security and Campbell County for the Emergency Management Performance Grant (EMPG), in the amount \$35,000 with a local match of \$35,000 for the period of October 1, 2020 to September 30, 2022, as presented. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Commissioner Shelstad moved to approve the District Support Grant for Sundog Improvement and Service District for grading and road base on Tick Drive, in the amount of \$11,250.38 from the Optional One Percent Sale Tax Fund, as presented. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the District Support Grant for Small Buttes Improvement and Service District for applying asphalt to portions of Antelope Valley Street, in the amount of \$2,400 from the Optional One Percent Sales Tax Fund, as presented. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Commissioner Shelstad moved to approve the Funding Request from the American Legion Post #42 for roof replacement costs, in the amount of \$8,250, from 1% Contingency, 020.7531, as presented. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to approve the Letter of Commitment for the site location for the 2024 Camporee event, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Shelstad moved to convene into Executive Session to discuss personnel. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

The Board reconvened into their regular meeting at 10:30 AM.

The Commissioners held a workshop on the Pronghorn Industrial Park/Alternatives.

The Commissioners held a workshop on the Courthouse/Annex Remodel project.

There being no further business to come before the Commissioners the meeting was adjourned at 11:45 PM. The next regular meeting of the Commissioners will be held Tuesday, November 16, 2021, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, County Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

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

CLERK OF DISTRICT COURT
MONTHLY STATEMENT
OCTOBER 2021

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

MONTHLY STATEMENT

Statement of the Earnings or Collections of Cheryl Chitwood as Clerk of District Court within and for the County of Campbell, State of Wyoming, for the month ending October, 2021, and reported to the Board of District Court within and for the County of Campbell, State of Wyoming, Cheyenne, WY.

CLERK, DISTRICT COURT,

Civil Fees	4-040-0000	\$	7,385.00
Probate Fees	4-041-0000	\$	835.00
Fines	5-001-0000	\$	12,305.65
Jury Fees	4-044-0000	\$	800.00
Miscellaneous Fees	4-043-0000	\$	2,693.26

Total Earnings

\$ 24,018.91

STATE OF WYOMING) :
County of Campbell) ss

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 2nd day of November, 2021.


Cheryl Chitwood, Clerk

County Clerk
Monthly Statement
October 2021



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 Susan F. Saunders as Campbell County Clerk within and for the County of Campbell, State of Wyoming, for the month ending October 31 2021 and filed with the County Clerk for presentation to the Board of County Commissioners of said County as required by Wyoming Statute 18-3-814.

45560-Recording Fees	<u>27,801.00</u>
45610-Marriage Licenses.....	<u>930.00</u>
45570-Chattel Mortgages.....	<u>10,016.00</u>
45580-Certificates of Titles.....	<u>22,950.00</u>
45560-Misc Receipts Vault	<u>1,097.50</u>
45620-Misc Receipts Front	<u>236.50</u>
45600-VINS.....	<u>3,210.00</u>
IDOC Market...Autodeposited in FNBClerk...	<u>2,406.00</u> ////1.4696.1
TOTAL	<u>68,647.00</u>

Info for Treasurer's Office

WY Titles	<u>1530</u>	@ \$15.00	=	<u>22,950.00</u>
SO Vins	<u>143</u>	@ \$10.00	=	<u>1,430.00</u>
PD Vins	<u>163</u>	@ \$10.00	=	<u>1,630.00</u>
GF Vins	<u>14</u>	@ \$10.00	=	<u>140.00</u>
HP Vins	<u>1</u>	@ \$10.00	=	<u>10.00</u>
WC Vins		@ \$10.00	=	

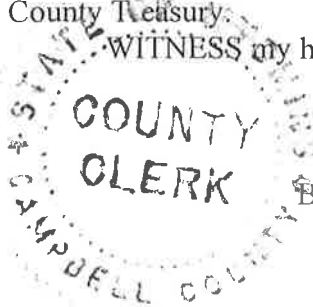
STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

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.

WITNESS my hand and seal the 31st day of October, 2021

Susan F. Saunders, Campbell County Clerk

BY: Tamara Wilcox, Deputy



Deputy TMM03

Campbell County Treasurers Office
Receipt For General Revenue

Receipt Date 11/04/2021
Date of Record 11/04/2021
Receipt Number 54102
Page 1

PAYOR: COUNTY CLERK'S MONTHLY STATEMENT

DESCRIPTION		AMOUNT
=====	=====	=====
RECORDING FEES	4-020-0000	\$27,801.00
MARRIAGE LICENSES	4-024-0000	\$930.00
CHattel MORTGAGES	4-021-0000	\$10,016.00
CERTIFICATES OF TITLES	4-022-0000	\$21,420.00
MISC RECEIPTS VAULT	4-023-0000	\$1,097.50
MISC RECEIPTS FRONT	4-023-0000	\$236.50
IDOC MARKET.AUTODEPOSITED IN FNBCLERK	4-020-0001	\$2,406.00
ABANDONED VEHICLE	3-825-0000	\$1,530.00
SO VIN	4-026-0000	\$1,430.00
PD VINS	4-027-0000	\$1,630.00
GF VINS	4-026-0000	\$140.00
HP VINS	4-028-0000	\$10.00

RECEIPT TOTAL \$68,647.00

TMM03
CHECK
10880

SHERIFF'S DEPT
MONTHLY STATEMENT
OCTOBER 2021

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

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 **October 31st, 2021** and filed with the County Clerk for presentation of the Board of County Commissioners of said County as required by Wyoming State Statute 18-3-814.

COUNTY SHERIFF

Service Fees	\$5,200.00
Fingerprint Fees	\$225.00
Background Fees	\$55.00
Sex Offender Registration Fees	\$747.50
Concealed Firearms Permit Fees	\$360.00
Copy Fees	\$136.00
Notary	\$2.00
Sheriff Sales/Certificates	\$47.50
Executions	\$100.00
Salvage Vehicle Sales	\$00.00
Towing Fees	\$550.00
Foreclosure Sales	\$0.00
Misc. Refund	\$0.00
General Fund	\$200.00
E911	\$0.00
Town of Wright Reimbursement	\$0.00
Town of Wright 911	\$0.00
Campbell County Fire Department 911.....	\$0.00
Campbell County Health 911	\$12,500.00
WASCOP Grant	\$0.00
Campbell County School District SRO.....	\$0.00
Sheriff - 1% School Security	\$0.00
SRO For 1-3 Qtrs. 19/20.....	\$0.00
Sheriff's Account Interest (May21-Dec. 21)	\$0.00
	<u>\$20,123.00</u>

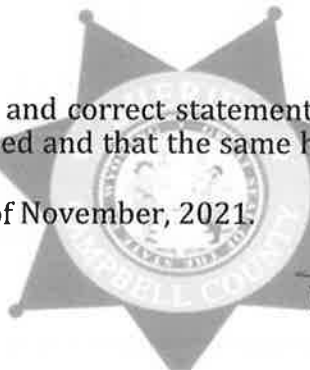
STATE OF WYOMING

§

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 1st day of November, 2021.



Scott Matheny
Sheriff of Campbell County

SHERIFF'S OFFICE-DETENTION
MONTHLY REPORT
OCTOBER 2021

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



MONTHLY SHERIFF'S STATEMENT-*DETENTION CENTER*

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

COUNTY SHERIFF

City of Gillette Housing	\$8,450.00
10 Day Housing	\$4,290.00
Restitution	\$1,073.60
Town Of Wright Housing	\$170.00
Probation Sanctions	\$720.00
Split Sentence	\$5,460.00
24/7 Program	\$363.60
Medical Reimbursement	\$1,073.30
Housing-Other Jurisdiction	\$3,900.00
24/7 Program	\$4,875.75
Juvenile Housing	\$2,400.00
U.S. Marshal Housing	\$1,625.00
TOTAL	\$34,401.25

Direct Deposit

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

Date: 11-8-21



Scott D. Matheny
Campbell County Sheriff

FISCAL YEAR 2021-2022

October 31, 2021

FIB	353153976	45,976.40
FNB	007-8	11,606,038.95
ACH	308-5	0.00
FNB CCSD	086-8	3,049,999.27
FNB Flex	568-1	32,565.29
FNB Health Benefits	315-8	2,289,884.58
FNB Special Escrow	74-4	24,224,078.09
FNB Airport PFC Account	133-3	263,224.73
FNB Library Credit Card Fees	862-1	679.55
FNB Museum Credit Card Fees	11092301	945.42
FNB North Landfill Credit Card Fees	864-8	5,358.81
FNB Narcotics Federal Forfeitures	107-4	0.00
FNB Recreation Credit Card Fees	139-2	43,282.93
FNB State Drug Forfeiture Funds	132-5	21,779.28
FNB Taxes Paid in Protest	2075305	0.73
FNB-CDSCC-Region 13 Preschool Service	24-8	0.00
FNB-CDSCC-Early Head Start	91-4	0.00
NSF Checks		6,960.03
Long & Short-Treasurer		2,100.00
Clerk-Dist Crt-Sheriff-Engineer-Landfill-Public Health-Parks & Rec-Musei		3,945.63
Cash & Currency		6,150.00
TOTAL CASH ACCOUNTS	41,602,969.69	
TOTAL TDOA'S	247,836,436.61	
Premium & Discounts		22,538.91
WGIF-Building Maintenance		40,583,821.16
WGIF-Campus Maintenance		4,205,235.37
WGIF-Campus Maintenance Tec		2,645,532.35
WGIF-Capital Replacement Reserve		96,746,785.16
WGIF-Fleet Management		6,856,921.43
WGIF-Fleet Mgmt-PLB -City		766,623.46
WGIF-Gillette College Activity & Education Center		0.00
WGIF-Gillette College Rodeo		0.00
WGIF-Jt Powers Rec Maint Fund		9,042,958.49
WGIF-Road Equipment		2,257,940.59
WGIF-1% Road Machinery Repl		891,572.68
WGIF-Short Term Future Cap Const		15,350,017.23
WYOSTAR-1% Municipalities		646,092.51
WYOSTAR-1% Optional		6,925,863.48
WYOSTAR-Cap Fac Excess		11,947.70
WYOSTAR-CCSD Dist Fund		1,982,000.00
WYOSTAR-Enhanced 911		297,922.89
WYOSTAR-Fleet Management		0.00
WYOSTAR-General		40,502,813.78
WYOSTAR-General Held Revenues		0.00
WYOSTAR-Health Benefits		4,038,510.69
WYOSTAR-PILT		3,563,715.38
WYOSTAR-Pronghorn Center Main Reserve		1,328,637.17
WYOSTAR-SCFM		5,422,110.54
WYOSTAR-Town of Wright Rec Maintenance		1,669,090.46
WYOSTAR-Wyoming Lottery/Off Track Betting		2,100,324.09
TOTAL	289,461,945.21	

179,347,407.92

66,388,704.60

Approved by the Board of County
Commissioners this _____
day of _____, 2021.

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 Oct, 2021; that my statement of Cash is just, true and correct, so help me God.

Gyovonne Wagner Deputy
County Treasurer

Subscribed and sworn to be before this 5 day of Nov, 2021.

Cusant Munders
County Clerk

10/31/2021	
Airport	0.00
American Road	1,715.74
Antelope Valley	0.00
Bennor Estates	2,640.00
BOCHES	98,533.03
Bond Disclosure	4,500.00
Box N Ranch Rd	1,170.00
Brunsen	600.00
Buckskin	1,680.00
Car Company Tax	0.00
Cash Reserve	15,000,000.00
Cemetery	177,505.85
Central Campbell County	17,117.23
Certificates of Purchase	0.00
City of Gillette	419,516.05
Collins Heights	0.00
Cottonwood I&S	1,000.00
County Sales Tax	120.08
Country Living Acres	800.00
Countryside I&S	1,700.00
Crestview I & S	0.00
Donkey Creek	1,800.00
Eight Mile I&S	3,600.00
Fair	0.00
Fire	0.00
Foundation	2,364,789.72
Fox Park	127.50
Fox Ridge	1,500.00
Freedom Hills	13,614.24
General County	29,697,456.71
Graceland	0.00
Green Valley Estates	0.00
Health Benefits Trust	7,296,432.99
Heritage Village	5,241.05
High Country Estates	816.96
Highway VIN Fees	10.00
Hospital	591,197.38
Hospital Bond	40.43
Hospital Bond Interest	5.02
Interstate Industrial	0.00
Investments-1% Muni Jt Powers	646,092.51
Investments-1% Optional	6,925,863.48
Investments-Building Maintenance	40,583,821.16
Investments-Campus Maintenance	4,205,235.37
Investments-Campus Tech Center- Fund 004/027	2,645,532.35
Investments-Cap Fac Excess	70,488.37
Investments-Capital Replace Reserve	96,746,785.16
Investments-Enhanced 911 Fees	352,946.93
Investments-Fleet Management	10,773,058.16
Investments-Gillette College	0.00
Investments-Jt Powers Rec Maintenance - Fund 028	9,042,958.49
Investments-PILT	3,563,715.38
Investments-Pronghorn Center Main Reserve	1,328,637.17
Investments-SCFM County Road Funds	5,422,110.54
Investments-Short Term Future Capital Construction-Fund 69	15,350,017.23
Investments-Town of Wright Rec Maintenance-Fund 695	1,669,090.46
Investments-Wyoming Lottery/Off Track Betting	2,100,324.09
Library	0.00
Little Thunder I&S	8,385.00
Lodging Tax	0.00
Los Caballos	1,890.00
McKenny	800.00
Meadow Springs I&S	2,275.00
Means	0.00
Means, Carter, N Hannum	5,400.00
Moon Ridge	3,000.00
Motor Vehicle County Fees	0.00
Motor Vehicle State Fees	628,845.18
Motor Vehicle Non Apportioned Fees	0.00
Motor Vehicle Temp Sticker/paper Fee	0.00
Mobile Machinery County Fees	0.00
Mobile Machinery Pro-Rate	0.00
Motor Vehicle Pro-Rate	0.00
Motor Vehicle In Transit Permit	140.00
Motor Vehicle Temp Worker Decals	0.00
Museum	0.00
North Rangeland	1,440.00
Organ Donor Donations	20.00
Oriva Hills	6,200.00
Overbrook I&S	2,400.00
Peoples	7,854.50
Pineview	3,804.50
Pinnacle Heights	400.00
Prairieview	39,403.97
Predatory	16,839.70
Premium & Discounts	22,538.91
Rafter D	1,500.00
Recreation	0.00
Rock Road I&S	537.50
Rocky Point	2,692.97
Rustic Hills	5,330.00
Sales & Use Tax	1,674,893.93
School--1 Mill Optional	0.00
School--5 Mill County Wide	1,182,394.83

School--25 Mill Special School	4,926,643.76
School--BOCES	0.00
School--Cap Main	0.00
School--General School	55,749.47
School--Rec Mill	197,065.73
School Bond Redemption	0.00
School Bond Redemption Interest	0.00
Small Buttes	3,000.00
South Douglas Hwy	25,092.00
Southern Industrial	0.00
Southfork Estates	4,200.00
Southside	0.00
Special Escrow	23,335,698.09
Spring Hill Ranch I&S	1,036.00
Stonegate Estates	7,668.00
Sundog	2,340.00
Taxes-Transportable Homes	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	0.73
Town of Wright	15,395.10
Veterans Exemptions	0.00
Watercraft VIN Fees	0.00
Weed & Pest	115,935.42
Wessex Impr & Service	1,500.00
Wild Horse Creek I&S	1,500.00
Wildlife Conservation Donation	49.00
Wright Water & Sewer	18,179.09
	289,461,945.21
	289,461,945.21
	289,461,945.21
	0.00

SUMMARY

COUNTY TREASURER
of
Campbell County

10/31/2021

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 5 day of Nov, A.D. 2021.

David Saunders
County Clerk

Filed in the office of the County Clerk

, A.D. 2021

County Clerk.

Approved by the Board of County
Commissioners this _ day of _ , A.D. 2021

WORKER'S COMP
3RD QTR 2021

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

File Contribution and Wage Report Wages - Uploaded Employee

* Required Information

Employer Account Number(EAN) 09-81685-0-03
Employer Name CAMPBELL COUNTY
CDS Vendor Name N/A
Trade Name/Client Name CAMPBELL COUNTY
Submitted By Amanda M Milnes
Quarter/Year 3/2021
Report Type Original
Effective Period 07/01/2021 to 09/30/2021
Current Workers' Compensation Account Number 000003111

File Summary includes records that have passed validation and will be processed. Please review errors/warnings if identified.

Click < Back to choose a different or corrected file. Click Next > if you want to continue with any previously uploaded files.

File Summary:

File Name	No. of Employees on File	No. of Employees Processed	Total UI Wages Processed	Total Workers' Compensation Wages Processed
2021 3rd QTR WC.csv	990	990	\$8,273,446.41	\$8,527,638.69

[Back](#) [Next](#)

The Wyoming Department of Workforce Services is an equal opportunity employer.
Auxiliary aids and services are available upon request to individuals with disabilities.

File Contribution and Wage Report Verification

Employer Account Number(EAN) 09-81685-0-03
 Employer Name CAMPBELL COUNTY
 CDS Vendor Name N/A
 Trade Name/Client Name CAMPBELL COUNTY
 Submitted By Amanda M Milnes
 Quarter/Year 3/2021
 Report Type Original
 Effective Period 07/01/2021 to 09/30/2021
 This Report is Due By October 31, 2021
 Current Workers' Compensation Account Number 000003111

The number of covered workers who worked or received pay for the period:

Jul 12th 2021	Aug 12th 2021	Sep 12th 2021
602	606	560

NOTE: You have reported 1861 workers and due to the large number, the wages will not be available immediately in WyUI and the Wages Paid in Excess of \$27300.00 may not be correct. Verify the Wages Paid in Excess of \$27300.00 and select the Recalculate button. The wage detail for this report will be processed and available in WyUI after 8:00am tomorrow.

Total UI Wages Paid \$8,273,446.41
 UI Wages Paid in Excess of \$27,300 \$ 6,065,537.34 **Recalculate**
 Taxable Wages \$2,207,909.07

UI Contribution Rate .00000
 Contribution Due \$0.00
 Interest @ 2% If Paid after : \$0.00
 10/31/2021
Total Amount Due for the Reporting Qtr \$0.00

NAICS/Class Code	Workers' Compensation Number of Employees	Total WC Wages(\$)	Premium Rate	Workers' Compensation Premium Due
000010R	187	\$1704128.53	0.001500	\$2556.19
950000V	3	\$1020.00	0.010800	\$11.02
950000I	104	\$34884.00	0.010800	\$376.75
950000R	696	\$6787606.16	0.010800	\$73306.15
Totals:	990	\$8527638.69		
Total Workers' Compensation Premium Due for the Report Qtr:				\$76250.11

Workers' Compensation Interest @ 1% If Paid after 10/31/2021: \$0.00

Workers' Compensation Late Filing Penalty (after 30 days past Report Due Date): \$0.00

Total Workers' Compensation Amount Due for the Report Qtr: \$76250.11

NOTE: WC Premium may change in the future, contact Workers' Compensation division for the correct amount to be paid if not paid now.

[Help](#)
[Back](#) [Submit](#)

The Wyoming Department of Workforce Services is an equal opportunity employer. Auxiliary aids and services are available upon request to individuals with disabilities.

Contribution and Wage Report Confirmation

Employer Account Number(EAN)	09-81685-0-03
Employer Name	CAMPBELL COUNTY
CDS Vendor Name	N/A
Trade Name/Client Name	CAMPBELL COUNTY
Submitted By	Amanda M Milnes
Quarter/Year	3/2021
Report Type	Original
Effective Period	07/01/2021 to 09/30/2021
Current Workers' Compensation Account Number	000003111

NOTE: Workers' Compensation premium may change in future, contact Workers' Compensation Division for the correct amount to be paid if not paid now.

The Contribution and Wage Report has been submitted for 3/2021, on 10/27/2021 08:25 AM. It is recommended to retain a copy for your records. To print a copy , select to print [Print Contribution Report Summary](#). If you want to keep a list of the worker wage detail select to [Print Wage Report](#) . If a payment is due, click on Make Online Payment button.

To file another tax report, select [File Another Tax/Wage Report](#).

[Home](#)[Make Online Payment/Print Payment Voucher](#)

The Wyoming Department of Workforce Services is an equal opportunity employer.
Auxiliary aids and services are available upon request to individuals with disabilities.

Payment

* Required Information

Employer Account Number 09-81685-0-03
 Employer Name CAMPBELL COUNTY
 CDS Vendor Name N/A
 Trade Name/Client Name CAMPBELL COUNTY

The following table displays the outstanding balances due. Any payment made within the last 3 business days may not be reflected here.

Unemployment Insurance(UI) Contribution/Charges Details:								
Pay	Quarter/ Year	Description	Due Date	Contributions/ Charges (\$)	Interest (\$)	Fees (\$)	Other (\$)	Total (\$)
☐	2/2021	Reimbursable Billing	09/20/2021	1,108.18				0.00
☐	3/2021	Reimbursable Billing	12/01/2021	13,317.87				0.00
							Credit (\$)?	0.00
☐	Select all quarters for Payment			Total Selected To Pay				0.00

If making a payment for WC Only, leave all 'Pay' boxes in the above UI Contributions table unchecked.

Workers Compensation(WC) Details:	
Workers Compensation Total Due : 76250.11	
Workers Compensation Account Number(WCAN):	Workers Compensation Payment Amount(\$):
000003111	76,250.11

Total Payment Amount (UI+WC):	76250.11
-------------------------------	----------

* Select your method of payment below

- ☐ ACH Debit - Checking Account
☐ ACH Debit - Saving Account
☒ Payment By Mail

Interest accrues on a Daily basis.

To discontinue the payment process, select 'Exit'.

[Help](#)
[Exit](#) [Back](#) [Next](#)

The Wyoming Department of Workforce Services is an equal opportunity employer.
 Auxiliary aids and services are available upon request to individuals with disabilities.

098168500300000000000000921220000000000000

Voucher Receipt

Thanks for using WYUI, Wyoming UI System. Please print this page and mail it with your Payment.

Print Instruction :

1. Press Ctrl + P on your keyboard. A popup window will appear. If it does not, please enable popups.
2. Click Print to print the voucher receipt.
Or
3. Click Cancel to abort.

Employer Account Number 09-81685-0-03
Employer Name CAMPBELL COUNTY
Voucher Id 92122
Total Payment Amount (\$) 76250.11

Make Check Payable To:

Department of Workforce Services
P O Box 2648
Casper, WY 82602.

Notice to Employer:

Interest accrues on a Daily basis.

If there is an outstanding amount for the Interest Assessment, the payment will be applied to this amount first or in accordance with Division procedures.

Workers Compensation(WC) Details:	
Workers Compensation Account Number(WCAN):	Workers Compensation Payment Amount(\$):
000003111	76250.11

Total Payment Amount (UI+WC):	76250.11
--------------------------------------	----------

[Home](#)

The Wyoming Department of Workforce Services is an equal opportunity employer.
Auxiliary aids and services are available upon request to individuals with disabilities.

941 TAX REPORT
3RD QUARTER

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

Company: 00001
CAMPBELL COUNTY GOVERNMENT
County Courthouse
500 South Gillette Avenue
Gillette
WY 82716-4288

Quarter Ending Date: 09/30/21
Tax ID: 836000103

Employee Tax ID	Name	Type	Federal Income Tax	Social Security	Tips Claimed	Hospt. Ins/ Medicare	Adjustment T Amounts	Total Due
680-14-8796	CHAMBERS, LACI L.	Taxes	616.14	555.52		129.92		1,301.58
		Wages	8,960.00	8,960.00		8,960.00		
680-40-4651	LEWIS, KINDEE L.	Taxes	306.44	224.41		52.48		583.33
		Wages	3,619.63	3,619.63		3,619.63		
680-54-1254	WILHOITE-ARAGON, MIAH I.	Taxes	145.26	169.42		39.62		354.30
		Wages	2,732.50	2,732.50		2,732.50		
765-10-8871	EDWARDS, ANYA M.	Taxes		3.47		.81		4.28
		Wages	56.00	56.00		56.00		
CAMPBELL COUNTY GOVERNMENT			808,737.40	512,205.66		119,790.02		1,440,733.08
			8,070,153.40	8,261,379.96		8,261,379.96		
836000103			808,737.40	512,205.66		119,790.02		1,440,733.08
			8,070,153.40	8,261,379.96		8,261,379.96		
			808,737.40	512,205.66		119,790.02		1,440,733.08
			8,070,153.40	8,261,379.96		8,261,379.96		

Employer identification number (EIN) **8 3 - 6 0 0 0 1 0 3**

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

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

Address **500 S. Gillette Ave.**
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 2021
(Check one.)

- ☐ 1: January, February, March
- ☐ 2: April, May, June
- ☒ 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: <i>June 12</i> (Quarter 2), <i>Sept. 12</i> (Quarter 3), or <i>Dec. 12</i> (Quarter 4)	1	704
2	Wages, tips, and other compensation	2	8,070,153 . 40
3	Federal income tax withheld from wages, tips, and other compensation	3	808,737 . 40
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* 8,261,379 . 96	$\times 0.124 =$	1,024,411 . 12
5a (i)	Qualified sick leave wages*	$\times 0.062 =$	
5a (ii)	Qualified family leave wages*	$\times 0.062 =$	
5b	Taxable social security tips	$\times 0.124 =$	
5c	Taxable Medicare wages & tips 8,261,379 . 96	$\times 0.029 =$	239,580 . 02
5d	Taxable wages & tips subject to Additional Medicare Tax withholding	$\times 0.009 =$	
5e	Total social security and Medicare taxes. Add Column 2 from lines 5a, 5a(i), 5a(ii), 5b, 5c, and 5d	5e	1,263,991 . 14
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	2,072,728 . 54
7	Current quarter's adjustment for fractions of cents	7	0 . 22
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	2,072,728 . 76
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	Nonrefundable portion of employee retention credit	11c	

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

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	11d	
11e	Nonrefundable portion of COBRA premium assistance credit (see instructions for applicable quarters)	11e	
11f	Number of individuals provided COBRA premium assistance		
11g	Total nonrefundable credits. Add lines 11a, 11b, 11c, 11d, and 11e	11g	
12	Total taxes after adjustments and nonrefundable credits. Subtract line 11g from line 10	12	2,072,728 76
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	2,072,728 76
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	Refundable portion of employee retention credit	13d	
13e	Refundable portion of credit for qualified sick and family leave wages for leave taken after March 31, 2021	13e	
13f	Refundable portion of COBRA premium assistance credit (see instructions for applicable quarters)	13f	
13g	Total deposits and refundable credits. Add lines 13a, 13c, 13d, 13e, and 13f	13g	2,072,728 76
13h	Total advances received from filing Form(s) 7200 for the quarter	13h	
13i	Total deposits and refundable credits less advances. Subtract line 13h from line 13g	13i	2,072,728 76
14	Balance due. If line 12 is more than line 13i, enter the difference and see instructions	14	0 00
15	Overpayment. If line 13i 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.

Next ►

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.

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

18b If you're eligible for the employee retention credit solely because your business is a recovery startup business ☐ 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	Qualified wages for the employee retention credit	21	
22	Qualified health plan expenses for the employee retention credit	22	
23	Qualified sick leave wages for leave taken after March 31, 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	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

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

☐ 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

Susan F. Saunders

Print your name here

Susan F. Saunders

Print your title here

County Clerk

Date

10/27/2021

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

Schedule B (Form 941):

960311

Report of Tax Liability for Semiweekly Schedule Depositors

OMB No. 1545-0029

(Rev. January 2017)

Department of the Treasury — Internal Revenue Service

Employer identification number (EIN)

8	3	—	6	0	0	0	1	0	3
---	---	---	---	---	---	---	---	---	---

Name (not your trade name)

County of Campbell									
--------------------	--	--	--	--	--	--	--	--	--

Calendar year

2	0	2	1
---	---	---	---

 (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	293,503 . 08	9		17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21		29	304,937 . 05
6		14		22		30	20,715 . 66
7		15	291,233 . 14	23		31	
8		16		24			

Tax liability for Month 1

910,388 . 93

Month 2

1		9		17		25	
2		10		18		26	278,666 . 56
3		11		19		27	
4		12	287,575 . 00	20		28	
5		13		21		29	
6		14		22		30	
7		15		23		31	20,430 . 04
8		16		24			

Tax liability for Month 2

586,671 . 60

Month 3

1		9	277,607 . 39	17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21		29	
6		14		22		30	20,487 . 74
7		15		23	277,573 . 10	31	
8		16		24			

Tax liability for Month 3

575,668 . 23

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

2,072,728 . 76

PAYROLL PAYMENT

FOR THE PAY PERIOD (s) ENDING

October 30, 2021

October 31, 2021

_____, _____

We do hereby approve the County Payroll as presented this 16th day of November, 2021

Member

Member

Member

Member

Chairman

**OFFICE**

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

Carol J. Seeger
Executive Director of Administration

BOARD OF COMMISSIONERS

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

November 16, 2021

Ms. Brenda Mallory
Chair
Council on Environmental Quality
730 Jackson Place N.W.
Washington, D.C. 20503
<https://www.regulations.gov>
Reference: CEQ-2021-0002

RE: Notice of Proposed Rulemaking Regarding the National Environmental Policy Act (NEPA) Implementing Regulations Revisions, Docket No. CEQ-2021-0002 (Federal Register/Vol. 86, No. 192/Thursday, October 7, 2021, Page 55757)

Dear Chairwoman Mallory:

On behalf of the Campbell County Board of Commissioners located in Gillette, Wyoming, I want to thank you and the Council for Environmental Quality (CEQ) for allowing us the opportunity to submit comments regarding the above referenced document. Working to find a balance between managing resources under numerous laws and regulations, maximizing state and local participation in the process, recognizing and protecting private property rights and promoting economic development are critical to our western way of life.

Federal lands play a significant role in the management of Campbell County as they are comprised of approximately 12% federal surface and an estimated 83% federal minerals. Balancing surface disturbing activity, conserving grazing and wildlife habitat, protecting private property rights and promoting continued energy development are essential to our livelihoods and NEPA is a pivotal and required procedure in managing all of these resources where federal lands exist.

Campbell County submitted comments during the public process generally supporting the September 14, 2020 Rule for Implementing the Procedural Provisions of NEPA as they created a more focused and timely approach with the intent of making the process more cost effective and efficient. Historically, the biggest issue identified was the inconsistency of application of the regulations through agencies and their implementing handbooks, manuals and policy decisions and the County supported proposed changes that assisted in streamlining that process. The same remains true today, as the County promotes a system that reduces redundancies and inconsistencies and streamlines the overall NEPA process.

With this in mind, Campbell County provides the following specific comments for the CEQ's consideration:

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

General

- Wyoming County Commissioners Association (WCCA) -- Campbell County endorses, and incorporates by reference, comments submitted by the WCCA.
- State of Wyoming – Campbell County endorses, and incorporates by reference, comments submitted by the State of Wyoming.

Specific Comments regarding Phase I of the Proposed Rulemaking

- Timeframe for Implementation -- First and foremost, the current Rule regarding the Implementing the Procedural Provisions of NEPA was only recently effective as of September 14, 2020 and these Rules have not yet had time to be adequately implemented. Providing meaningful comment at this point in time is premature. Therefore, Campbell County contends that pursuing another revision to the current Rule is unwarranted and it should be allowed to be carried out and implemented as is until enough information is generated to accurately assess its effectiveness and determine if changes are warranted.
- Purpose and Need (Part 1502.13) –

Campbell County supports CEQs 2020 Rule to focus the Purpose and Need statement to more accurately meet the needs of the project proponent and the agencies authority. More often than not, many NEPA documents drift in its scope of alternatives and analysis that go far beyond the proposed action of the project. A clearly defined Purpose and Need statement will eliminate unreasonable alternative development that are outside of the scope from being included, which will reduce inefficiencies and costs associated with the analysis. We continue to support the emphasis and clarity of developing a focused and concise Purpose and Need statement.

Moreover, it is important to remember that NEPA is a procedural statute and does not demand a substantive result. NEPA does not stipulate an environmental protection goal nor does it dictate that any adverse environmental impacts be eliminated before a project can be approved and implemented and it certainly does not mandate that an agency adopt the most environmentally sensitive alternative. It only mandates that impacts be considered and disclosed in the analysis.

Campbell County agrees that the “...development of the Purpose and Need is a vital early step in the NEPA process that is foundational to other elements of a NEPA review.” (Fed. Reg. Vol. 86 No. 192, page 55760 (A) Purpose and Need (1502.13)) The Purpose and Need statement establishes the parameters for identifying reasonable alternatives and should be limited to the description in the application submitted by the project proponent – “But for” the application, there would be no need for the NEPA document. If agencies are allowed to expand the Purpose and Need statement beyond the proposed action, then alternative development becomes unnecessarily cumbersome, costly and time consuming for both the federal agencies and the project proponent. Any “reasonable alternatives” developed for the NEPA analysis must be directly linked to the proposed action.

Furthermore, any alternatives identified based on the Purpose and Need must be within the agencies statutory authority to approve or manage. To be clear, the federal agency must have legal rulemaking authority under its organic statute to implement the NEPA decision. Without following this basic premise in the NEPA process, agencies are sure to foster never ending litigation. A focused Purpose and Need statement with distinct and directly related alternatives will discourage the process from veering outside of its scope.

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

Additionally, the enabling statute does not require that agencies consider “public interest” as a requirement to include in a Purposed and Need statement and subsequent alternative development. This proposed rulemaking goes beyond the requirements in the organic statute and thereby creates a more unwieldy process. Campbell County supports the current language in the 2020 Rule and encourages CEQ to focus the Purpose and Need statement by closely aligning it with the proposed action.

Finally, to encourage agencies to remain vigilant in the development of reasonable alternatives, Campbell County supports a presumptive number of alternatives to consider in an EIS with language included that the authorized officer can request additional alternatives should the project warrant.

- Proposed Revisions to Definitions (Part 1508) –

Regarding the clarification of the definition of “effects,” Campbell County supports the CEQs 2020 Rule changes. By requiring that effects must be reasonably foreseeable and have a close causal relationship will reduce unnecessary analysis. This approach is consistent with the section under Purpose and Need, which will eliminate unreasonable alternative development and alternatives outside of the scope from being unnecessarily analyzed. These changes will focus the document on reasonable alternatives applicable to the project which will translate into reduced inefficiencies and costs associated with the project.

Indirect effects and cumulative impacts should be more well defined and narrowly focused in relation to the proposed action. Depending on the Administration’s philosophy at the time, these terms can be abused and misinterpreted to make the NEPA analysis overly and unnecessarily broad in its application of the scope of alternatives. The 2020 Rule attempted to do that to discourage an onerous and unwieldy process. If CEQ desires to reinstate the definitions of direct, indirect and cumulative effects they must include reasonable side boards in the definition to prevent misuse, unnecessary delays and increased costs.

While we do not believe further changes are warranted at this time, we appreciate the opportunity to provide comments on Phase I of this rulemaking as NEPA is the cornerstone of our foundation in western states. The interpretation and implementation of this process will continue to have a significant impact on land management decisions in states where large amounts of federal lands are present.

Should you have questions or require additional information, do not hesitate to contact Ms. Carol Seeger in our office at 307-682-7283 (carol.seeger@campbellcountywy.gov) or our natural resource policy advisor Dru Palmer at 307-388-2709 (dru@wyoming.com).

Sincerely,

Robert L. Maul
Chairman

CC: The Honorable Mark Gordon
The Honorable Liz Cheney
The Honorable John Barrasso
The Honorable Cynthia Lummis
Jeremiah Reiman – Wyoming County Commission Association

**OFFICE**

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

Carol J. Seeger
Executive Director of Administration

BOARD OF COMMISSIONERS

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

November 16, 2021

Ms. Bridget Fahey
U.S. Fish and Wildlife Service
Division of Conservation and Classification
DEPARTMENT OF THE INTERIOR
5275 Leesburg Pike
Falls Church, Virginia 22041-3803
Email: <http://www.regulations.gov>
Reference: FWS-HQ-ES-2020-0047

RE: Endangered and Threatened Wildlife and Plants: Regulations for Listing Endangered and Threatened Species and Designating Critical Habitat, Docket Number FWS-HQ-ES-2020-0047 (Federal Register/Vol. 86, No. 205 dated Wednesday, October 27, 2021/Proposed Rules/Page 59353)

Dear Ms. Fahey:

On behalf of the Campbell County Board of Commissioners, I would like to thank you for allowing us the opportunity to submit comments regarding the above referenced document. Implementation of the Endangered Species Act (ESA) along with the designation of critical habitat are of great importance to us and working with federal agencies to pursue a balanced approach to policy management is critical to the long-term health of our county and the State of Wyoming.

Federal lands play a significant role in the management of Campbell County as they are comprised of approximately 12% federal surface and an estimated 83% federal minerals. The Endangered Species Act is a law that directly affects the management of protected species encompassed within the county boundary. Balancing surface disturbing activity, conserving habitat and its species, protecting private property rights and promoting continued energy development is essential to our livelihoods.

While Campbell County fully supports the current Rule effective on January 15, 2021 (2021 Rule), we provide the following comments for the Fish and Wildlife Services' (FWS) consideration regarding this Proposed Rule change:

- Wyoming County Commissioners Association (WCCA) -- Campbell County endorses, and incorporates by reference, comments submitted by WCCA.

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

- State of Wyoming – Campbell County endorses, and incorporates by reference, comments submitted by the State of Wyoming.

- General –

- Exclusion and Extinction Analysis – The FWS must go back to the purpose of the ESA, which is to ensure that species will not go extinct. The standard for designating critical habitat should be based on whether the species would go extinct without the designation. This Proposed Rulemaking should require that an extinction analysis be mandated to determine the status of the species and answer the question that if they exclude critical habitat, will the species go extinct. If it is determined that the critical habitat designation is essential to prevent the extinction of the species then the FWS should designate the appropriate amount of habitat needed to restore the species and not automatically default to the maximum acreage of habitat available.

Additionally, the 2021 Rule creates a clear and concise standard for excluding critical habitat. These regulations set a standard as to when an exclusion analysis should occur and when the agency should exclude critical habitat. This transparency will ensure that local stakeholders and governments can more efficiently present information to the FWS regarding whether or not critical habitat should be excluded. Campbell County fully supports the current 2021 Rule language and it should remain intact.

- Restoration and Other Habitat Designations -- When identifying critical habitat, the designation should be considered based on “as is” conditions at the time of the assessment. Under the Proposed Rule, there is concern that the FWS is moving in the direction that restoration of habitat could qualify as critical habitat at some point in the future which opens the door to a never-ending cycle of expanding critical habitat designations and ultimately government creep. FWS must leave in place clear and concise standards for designating critical habitat that are transparent to all parties.

Campbell County also encourages the FWS to exclude habitat already protected under Habitat Conservation Plans (HCP), Candidate Conservation Agreements with Assurances (CCAA) and Safe Harbor Agreements (SHA) from critical habitat designations. The habitat covered by these agreements and the wildlife that use it are already well protected. Layering a critical habitat designation on top of these binding agreements would be redundant and would unnecessarily burden private landowners. Moreover, a commitment from the FWS that lands protected by these agreements could be excluded from critical habitat designation would likely incentivize property owners to enter into CCAAs, HCPs or SHAs.

- Local Government Participation in Critical Habitat Designations -- Thru various laws, Campbell County is charged with ensuring and promoting management decisions that protect the health and safety of its communities and citizens. Counties are regularly assessing impacts that federally permitted activities have on private property, roads, infrastructure, housing and population fluctuations within the community. The federal nexus in Campbell County has a significant impact on our socio-economic health and any critical habitat designation could have notable consequences that could affect the economic status either positively or negatively.

The current 2021 Rule recognizes the importance of local governments and the expertise they possess regarding local impacts within their jurisdiction when critical habitat designations are considered and

the impacts those designations will have on the social and economic effects of the community and surrounding area. Prior to this Rule, local governments have often been limited to providing input regarding critical habitat designations within their jurisdiction within the same process as the general public, which ignores the fact that local governments have a stronger and more unique role in the process afforded to them through various laws such as NEPA. The current Rule recognizes local governments' special expertise on the economic and social impact of critical habitat designations within a jurisdiction which will foster cooperation and coordination between the FWS and local governments along with fulfilling the purposes of Section 4(b)(2).

Furthermore, Campbell County urges the FWS to require formal consultation with state and local governments as part of the exclusion analysis by including a provision in the Rule establishing a formalized process by which the agency would meet with state and local government to consult on potential critical habitat designations and exclusions prior to the final decision being made by the agency. The FWS correctly recognizes that state and local governments have special expertise on the potential impacts a listing may have at a local level—expertise that the FWS lacks. Prior to the final decision the agency should commit to meeting with state and local governments in whose jurisdiction the critical habitat may be designated to specifically discuss critical habitat exclusion areas.

Again, we appreciate the opportunity to provide comments on this issue and fully support the current 2021 Rule and urge the FWS to reconsider its recommendation to rescind the definition of habitat for the reasons outlined in our comments.

Should you have questions or require additional information, do not hesitate to contact Ms. Carol Seeger in our office at 307-682-7283 (carol.seeger@campbellcountywy.gov) or our natural resource policy advisor Dru Palmer at 307-388-2709 (dru@wyoming.com).

Sincerely,

Robert L. Maul
Chairman

CC: The Honorable Mark Gordon
The Honorable Liz Cheney
The Honorable John Barrasso
The Honorable Cynthia Lummis
Jeremiah Reiman – Wyoming County Commissioners Association

**OFFICE**

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

TO: Board of Commissioners
FROM: Wendy Balo, Public Works
DATE: 11/2/2021
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$2400.00	020.7085	District Support Grants	020.7085.49	Small Buttes

Explanation: Applying crushed asphalt to Antelope Valley Street
Request approved at November 2, 2021 meeting.

**OFFICE**

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

TO: Board of Commissioners
FROM: Wendy Balo, Public Works
DATE: 11/2/2021
SUBJECT: Line Item Transfer Request

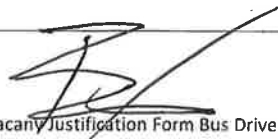
Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$11,250.38	020.7085	District Support Grants	020.7085.18	Sundog

Explanation: Drainage work, blading and application of crushed base to Blue Tick Dr.
Request approved at November 2, 2021 meeting.

2021-090

Position Vacancy Justification

Department:	Children's Developmental Services of Campbell County			Date:	Nov 9, 2021
Position Title:	Bus Driver				
Classification Grade:	104	Current Salary of Incumbent:		\$19.35	
Salary Range:	Min 15.99	Mid 19.98	Max 23.98		
Justification for Hiring Position:	Safely transports children and families to and from school and for other related activities. Trains and supervises Bus Assistants. Plans and coordinates bus routes with other drivers to ensure safety and efficiency. Update transportation routes and schedules, as well as children and parent information. Manages changes in the roster or route.				
Termed Incumbent:					
Position Originated:	N/A				
Funding Source for Position:	County: No	State: Yes	Federal: No	Other: No	Explain Other:
Status Code:	Full-Time Yes	Part-Time No	Number of Annual Hours:		2080
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	 11/9/2021				
Commissioner Approval & Date:					

2021-089

Position Vacancy Justification

Department:	Children's Developmental Services of Campbell County			Date:	Nov 9, 2021
Position Title:	Instructional Assistant				
Classification Grade:	103	Current Salary of Incumbent:	\$14.67		
Salary Range:	Min 14.67	Mid 18.33	Max 22.00		
Justification for Hiring Position:	To assist in providing appropriate services to children within the inclusive classroom while closely following National Association for the Education of Young Children (NAEYC) criteria and Developmentally Appropriate Practices (DAP).				
Termed Incumbent:					
Position Originated:	N/A				
Funding Source for Position:	County: Yes	State: No	Federal: No	Other: No	Explain Other:
Status Code:	Full-Time Yes	Part-Time No	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Termination: Yes		Replacement due to Retirement: No		New Position: No
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 11/9/2021				
Commissioner Approval & Date:					



2021-088

POSITION VACANCY JUSTIFICATION

Department:	Clerk of District Court			Date:	11/4/2021		
Position Title: File Clerk 1/Parttime less than 20 hours							
Classification Band:	Grade 101		Current Salary:	\$14.61			
Salary Range: 12.81 to 19.22							
Minimum:		Mid-Point:	X	Maximum:			
Position Justification: An employee was terminated. My part-time person accepted the full - time position. I need to replace my part-time position							
Termed incumbent: [REDACTED]							
Position Originated:							
Funding Source for Position:	County	XX		State		WIC Program	
	Federal			Other		(Please explain)	
Classification:	Full Time		Part Time	XX	Number of Hours	19.75	
	Exempt		Non-Exempt	XX			
Reason for Vacancy:	Replacing Termination		See explanation		New Position		
Existing Budgeted Position:	Yes	XX	No		If No, Please explain:		
Benefit Eligible:	Yes		No	XX	Please explain:		
Department Head Signature:							
Commissioner Approval:							

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

C:\Users\chc11\AppData\Local\Temp\Position Vacancy Justification Form r 12.2012_201805041333425423.docx

 10/8/21

2021-091

POSITION VACANCY JUSTIFICATION

Department:	Public Works / Facilities Maintenance			Date:	11.09.21		
Position Title: Custodian I – Part Time							
Classification Band:	101			Current Salary:	\$19.93 / \$20,727.20		
Salary Range: \$26,647.90 - \$39,971.85							
Minimum:	\$12.81	Mid-Point:	\$16.01	Maximum:	\$19.22		
Position Justification: Employee Voluntary Termination 11.15.21							
Termed incumbent: [REDACTED]							
Position Originated: Budgeted Position for fiscal year 20/21							
Funding Source for Position:	County	YES		State		WIC Program	
	Federal			Other		(Please explain)	
Classification:	Full Time		Part Time	YES	Number of Hours	1040	
	Exempt		Non-Exempt	x			
Reason for Vacancy:	Replacing Termination	x		New Position			
Existing Budgeted Position:	Yes	x	No		If No, Please explain:		
Benefit Eligible:	Yes	x	No		Please explain:		
Department Head Signature:							
Commissioner Approval:							

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

S:\PLN_Shar\Wendy Balo\Personnel\Vacancies\Spreitzer, S part time.docx



2021-087

POSITION VACANCY JUSTIFICATION

Department:	Public Works / Solid Waste Division			Date	November 1, 2021		
Position Title: Equipment Operator, Senior							
Classification Band:	107			Current Salary:	\$22.92/hr		
Salary Range: \$43,066.20 – 64,599.30							
Minimum:	20.70	Mid-Point:	25.88	Maximum:	31.06		
Position Justification: Termination							
Termed incumbent: [REDACTED]							
Position Originated: Budgeted position for FY 20-21							
Funding Source for Position:	County	☒		State		WIC Program	
	Federal			Other		(Please explain)	
Classification:	Full Time	☒	Part Time		Number of Hours	40/wk	
	Exempt		Non-Exempt				
Reason for Vacancy:	Replacing Termination		☒	New Position			
Existing Budgeted Position:	Yes	☒	No		If No, Please explain:		
Benefit Eligible:	Yes	☒	No		Please explain:		
Department Head Signature:							
Commissioner Approval:							

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

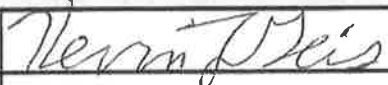
S:\PLN_Shar\Wendy Balo\Personnel\Vacancies\Equipment Operator, Senior 11.01.21.docx

Crystal Richards
11/1/21
For Brandy Elder

2021-092

POSITION VACANCY JUSTIFICATION

Department:	Road & Bridge			Date:	November 9, 2021		
Position Title: Equipment Operator							
Classification Band:	105			Current Salary:	\$22.50		
Salary Range:							
Minimum:	\$17.43	Mid-Point:	\$21.78	Maximum:	\$26.14		
Position Justification: Budgeted, approved position that will need rehired following resignation of existing employee.							
Termed incumbent: [REDACTED]							
Position Originated:							

Funding Source for Position:	County	☒		State		WIC Program
	Federal			Other		(Please explain)
Classification:	Full Time	☒	Part Time		Number of Hours	40
	Exempt		Non-Exempt	☒		
Reason for Vacancy:	Resignation	☒	New Position			
Existing Budgeted Position:	Yes	☒	No		If No, Please explain:	
Benefit Eligible:	Yes	☒	No		Please explain:	
Department Head Signature:						
Commissioner Approval:						

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

S:\Office Manager\Job Info\POSITION JUSTIFICATION\Pos Vacancy Justification Eq Op - 11-8-2021.docx

 11/10/21

SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: ITS

Receiving Department: ATTY

DATE: 11/22/2021

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

This request is # 1 of # 6. (Numbers should indicate order of use as well as total submission.)

Dates of absence: Beginning: 11/22/2021 Through: unknown at this time

Anticipated return: 1 - 31 - 2021.

From: 531733
Employee Number

To: 607064
Employee Number


Department Head Approval


Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

☒ Currently an FMLA Qualifying Leave

☐ Was an FMLA Qualifying Leave

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

For Commission Office Use Only:

Approved _____ Disapproved _____

Chairman, Board of County Commissioners

Dated: _____

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

Revised: 11-12-2014C:\Users\ddc23\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\37H3OT0M\Sick Leave Transfer Request 2020.docx



SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: ITS

Receiving Department: ATTY

DATE: 11/29/2021

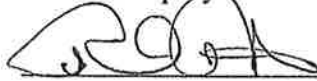
Please consider this request to transfer up to 40 hours of accrued sick leave. Note: No single donation should exceed 40 hrs.)

This request is # 2 of # 6. (Numbers should indicate order of use as well as total submission.)

Dates of absence: Beginning: 11/22/2021 Through: unknown at this time

Anticipated return: 1 - 31 - 2021.

From: 531733
Employee Number


Department Head Approval

To: 607064
Employee Number


Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

☒ Currently an FMLA Qualifying Leave

☐ Was an FMLA Qualifying Leave

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

For Commission Office Use Only:

Approved _____ Disapproved _____

Chairman, Board of County Commissioners

Dated: _____

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

Revised: 11-12-2014C:\Users\ddc23\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\37H3OT0M\Sick Leave Transfer Request 2020.docx



SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: ITS

Receiving Department: ATTY

DATE: 12/6/2021

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

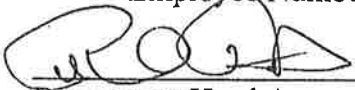
This request is # 3 of # 6. (Numbers should indicate order of use as well as total submission.)

Dates of absence: Beginning: 11/22/2021 Through: unknown at this time

Anticipated return: 1 - 31 - 2021.

From: 531733
Employee Number

To: 607064
Employee Number


Department Head Approval


Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

☒ Currently an FMLA Qualifying Leave

☐ Was an FMLA Qualifying Leave

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

For Commission Office Use Only:

Approved _____ Disapproved _____

Chairman, Board of County Commissioners

Dated: _____

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

Revised: 11-12-2014C:\Users\ddc23\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\37H3OT0M\Sick Leave Transfer Request 2020.docx

 11/12/21

SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: ITS

Receiving Department: ATTY

DATE: 12/13/2021

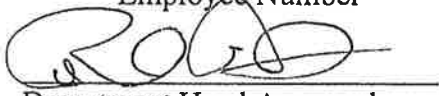
Please consider this request to transfer up to 40 hours of accrued sick leave. Note: No single donation should exceed 40 hrs.)

This request is # 4 of # 6. (Numbers should indicate order of use as well as total submission.)

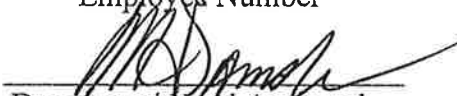
Dates of absence: Beginning: 11/22/2021 Through: unknown at this time

Anticipated return: 1 - 31 - 2021.

From: 531733
Employee Number


Department Head Approval

To: 607064
Employee Number


Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

☒ Currently an FMLA Qualifying Leave

☐ Was an FMLA Qualifying Leave

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

For Commission Office Use Only:

Approved _____ Disapproved _____

Chairman, Board of County Commissioners

Dated: _____

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

Revised: 11-12-2014C:\Users\ddc23\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\37H3OT0M\Sick Leave Transfer Request 2020.docx



SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: ITS

Receiving Department: ATTY

DATE: 12/20/2021

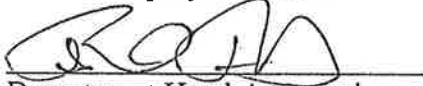
Please consider this request to transfer up to 40 hours of accrued sick leave. Note: No single donation should exceed 40 hrs.)

This request is # 5 of # 6. (Numbers should indicate order of use as well as total submission.)

Dates of absence: Beginning: 11/22/2021 Through: unknown at this time

Anticipated return: 1 - 31 - 2021.

From: 531733
Employee Number


Department Head Approval

To: 607064
Employee Number


Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

☒ Currently an FMLA Qualifying Leave

☐ Was an FMLA Qualifying Leave

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

For Commission Office Use Only:

Approved _____ Disapproved _____

Chairman, Board of County Commissioners

Dated: _____

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

Revised: 11-12-2014C:\Users\ddc23\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\37H3OT0M\Sick Leave Transfer Request 2020.docx

 11/21/21

SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: ITS

Receiving Department: ATTY

DATE: 12/27/2021

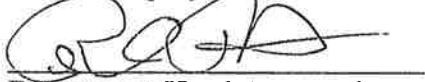
Please consider this request to transfer up to 40 hours of accrued sick leave. Note: No single donation should exceed 40 hrs.)

This request is # 6 of # 6. (Numbers should indicate order of use as well as total submission.)

Dates of absence: Beginning: 11/22/2021 Through: unknown at this time

Anticipated return: 1 - 31 - 2021.

From: 531733
Employee Number


Department Head Approval

To: 607064
Employee Number


Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

☒ Currently an FMLA Qualifying Leave

☐ Was an FMLA Qualifying Leave

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

For Commission Office Use Only:

Approved _____ Disapproved _____

Chairman, Board of County Commissioners

Dated: _____

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

Revised: 11-12-2014C:\Users\ddc23\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\37H3OT0M\Sick Leave Transfer Request 2020.docx

 11/12/2021

The following page(s) contain the backup material for Agenda Item: [9:05 Wreaths Across America](#)

WREATHS ACROSS AMERICA

RESOLUTION NO. 2097

- WHEREAS,** since 1992 Wreaths Across America has been honoring our Veterans during the month of December with the donation, transportation and placement of wreaths on the graves of our fallen heroes buried at Arlington National Cemetery; and
- WHEREAS,** more than one million wreaths have been delivered to locations in every State and overseas, including national cemeteries and veterans' memorials; and
- WHEREAS,** by the time the final wreath has been placed on December 21st this annual event has helped spread the message of importance of Remembering our fallen heroes, Honoring those who serve and Teaching our children about the sacrifices made by our veterans and their families to preserve the freedoms we hold dear; and
- WHEREAS,** remembering President Ronald Reagan's statement, "Freedom is never more than one generation away from extinction. We didn't pass it to our children in our bloodstream. It must be fought for, protected, and handed on for them to do the same, or one day we will spend our sunset years telling our children and our children's children what it was once like in the United States where men were free;" and
- WHEREAS,** many of our American men and women, serving in all branches of the military, are away from their homes and families this Holiday Season, prepared each day to keep our country safe.

NOW, THEREFORE BE IT RESOLVED that the Campbell County Board of Commissioners, Campbell County, Wyoming do hereby proclaim December 12-21, 2021, as "Wreaths Across America Week" and recognizes its mission to Remember, Honor, and Teach.

RESOLVED this 16th day of November 2021.

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

Robert L. Maul, Chairman

Rusty Bell

D.G. Reardon

Del Shelstad

Colleen Faber

ATTEST: _____
Susan F. Saunders, County Clerk

The following page(s) contain the backup material for Agenda Item: [9:10 New Year's Fireworks Request](#)

FIREWORKS RESOLUTION – NEW YEAR’S

RESOLUTION NO. 2098

BE IT RESOLVED, by the Board of County Commissioners, Campbell County, Wyoming, that enforcement of the prohibition of the sale and use of fireworks as provided by Resolution of this Board dated July 9, 1985, shall be stayed for the period from and after 12:01 a.m., _____, 2021, to and until 12:01 a.m. _____, 2022.

BE IT FURTHER RESOLVED, that the sale and use of fireworks during the time periods outlined above, shall be limited by the following terms and conditions:

1. No fireworks shall be ignited within 100 feet of a residence.
2. Any fireworks ignited shall be done so that it does not cause a fire.
3. Possession, sale, or use of fireworks, commonly referred to as "pop bottle rockets," is prohibited.
4. All Fireworks vendors must register and provide contact information with the Campbell County Fire Department.

BE IT FURTHER RESOLVED, that from and after 12:01 a.m. _____, 2022, the prohibition prescribed by the Resolution of July 9, 1985, shall be in full force and effect.

RESOLVED this 16th day of November 2021.

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

Robert L. Maul, Chairman

Rusty Bell

D.G. Reardon

Del Shelstad

Colleen Faber

ATTEST: _____
Susan F. Saunders, County Clerk

The following page(s) contain the backup material for Agenda Item: [9:15 Museum Crosswalk Project Consultant Agreement](#)

MEMORANDUM

TO: Board of Commissioners

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

DATE: November 16, 2021

SUBJECT: Museum Crosswalk Project consultant agreement

The Museum Crosswalk project will utilize an 80% WYDOT TAP grant and will involve the installation of a pedestrian activated crosswalk system across 2nd Street near the museum to provide increased safety for those crossing the street at that location. The crosswalk will include advance warning flashers and a raised median. The total project cost is \$185,500. Staff and WYDOT representatives performed a qualifications based consultant selection and picked HDR Engineering, Inc of Gillette to perform the design and contract administration services for this project. The agreement is the standard Public Works consultant contract with required attached federal provisions, and has been approved by WYDOT. The fee for the services is a not-to-exceed cost of \$42,221.66. The current timeline is a winter design with spring 2022 construction. A more specific schedule will be developed during the design phase. Public Works recommends the Board approve the agreement as described.

PROFESSIONAL SERVICES AGREEMENT BETWEEN
CAMPBELL COUNTY AND HDR Engineering, Inc.

Parties

Campbell County Board of Commissioners
500 South Gillette Ave, Gillette, WY 82716
Telephone (307) 685-8061
hereinafter referenced as “Owner”

Consultant

Name: HDR Engineering, Inc.
Address: 601 Metz Drive, Gillette, WY 82718
Telephone: (307) 228-6000
hereinafter referenced as “Consultant”

Project Name: Museum Pedestrian Activated Crosswalk

Location: 900 West 2nd Street, Gillette WY

Brief description: Design and Construction administration services for a crosswalk with signage and flashing lights across 2nd street at the Rockpile Museum.

This document is an Agreement entered into by and between Campbell County, “Owner” and HDR Engineering, Inc., “Consultant” for the Museum Pedestrian Activated Crosswalk Project.

Grant Required documents.

Exhibit D Federal General Provisions amended and Exhibit E Breach of Agreement are attached to this document and incorporated by reference.

Scope of Services.

The Scope of Services shall be as described in Exhibit A and is incorporated into this agreement by reference herein.

Term.

This Agreement is effective when all parties have executed it and all required approvals have been granted.

Project Timeline.

The timeline for services to be provided shall be winter 2021 design, spring 2022 construction. A more specific timeline will be developed during the design phase.

Definitions.

- a. Agreement - This written contract for professional services between Owner and Consultant, including all Exhibits and any duly executed amendments.
- b. Consultant - The professional firm hired by the Owner to perform services on the project. Includes Consultant's officers, directors, members, partners, agents, employees, and any subconsultants providing services on the Project.
- c. Contractor - The entity or individual hired by the Owner to complete the work on the Project. This includes subcontractors and sub-subcontractors.
- d. Owner - Campbell County, whose authorized representatives may be identified in the Authorized Representatives section of this Agreement.
- e. Project - The total undertaking to be accomplished for Owner by consultants, contractors, and others, including, but not limited to, planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Consultant under this Agreement are a part of.
- f. Project Documents - Project documents include all reports, drawings, specifications, electronic media, computer models, or other items prepared or furnished by Consultant and provided to Owner pursuant to this Agreement.

Compensation.

Owner shall compensate the Consultant on a time and materials basis with a not to exceed cost of \$37,738.77 plus a fixed fee profit of \$4482.89 for a total design fee cost of \$42,221.66 according to Exhibit B

Payment.

Payment shall be made according the current Campbell County Accounts Payable Schedule provided in Exhibit C.

Availability of Funds

Each payment obligation of Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Consultant, the Agreement may be terminated by Owner at the end of the period for which the funds are available. Owner shall notify Consultant in a timely manner of the services which will or may be affected by a shortage of funds. No penalty shall accrue to Owner in the event this provision is exercised, and Campbell County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Owner to terminate this Agreement to acquire similar services from another party.

Authorized Representatives.

The following are authorized representatives, who may act on behalf of their respective entities.

CAMPBELL COUNTY

Owner Authorized Representative: Matt Olsen, P.E. Public Works Director

Telephone 685-8061
Email mdo08@ccgov.net

Owner Authorized Representative: Clark Melinkovich, P.E., Public Works Senior Engineer
Telephone 685-8061
Email cmm08@ccgov.net

CONSULTANT

Consultant Authorized Representative: Jason Kjenstad, P.E., Vice president
Address 6300 S Old Village Place, suite 100, Sioux Falls SD, 57108
Telephone 605-977-7755
Email Jason.kjenstad@hdrinc.com

Consultant Authorized Representative: Mike Oakley, P.E., Transportation Program Manager
Address 601 Metz Drive, Gillette, WY 82718
Telephone 228-6000
Email Mike.Oakley@hdrinc.com

Owner's Responsibilities.

- a. Owner shall inform Consultant of the policies, procedures, design objectives, and requirements for the Project including, but not limited to, schedule, constraints, and criteria.
- b. Owner shall establish a budget for the project that includes, but is not limited to, funds for the cost of the work, Consultants fees, Owner's other costs, and a reasonable contingency related to the costs. Owner shall notify Consultant of any significant changes to the budget.
- c. Owner shall assign a representative to the Project and authorize this person to act on the Owner's behalf with respect to the Project. Such person(s) may be identified in the Authorized Representatives section of this Agreement.
- d. Owner may furnish any necessary services that are not identified as the Consultant's responsibility, per the scope of services detailed in Exhibit A, through their own forces or by hiring others to assist. When hiring others, Owner shall advise Consultant of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services concerning the Project and Owner shall assist in the coordination of these services with those of the Consultant.
- e. Owner shall make provisions for the Consultant to safely and properly access the Project site as required to perform services under this Agreement.
- f. Owner shall answer questions and provide information in a reasonably timely manner when requested by the Consultant.
- g. Owner shall give feedback and approve or disapprove of Consultant's services or work products in a reasonably timely manner.
- h. Owner shall provide, at its discretion, data and information in its possession for Consultant to provide its services. Consultant may rely on such information as fully accurate unless otherwise disclosed.

Compliance with Laws, Regulations, Policies, Procedures.

- a. Consultant shall comply with all applicable laws and regulations.
- b. All design work shall be overseen by professional engineers licensed with the Wyoming State Board of Engineers and Surveyors and by architects licensed with the Wyoming State Board of Architects and Landscape Architects. All survey work shall be overseen by surveyors licensed with the Wyoming State Board of Engineers and Surveyors.
- c. Consultant shall comply with the policies, procedures, and instructions of Owner that are applicable to Consultants performance of services under this Agreement and that Owner provides to Consultant in writing.

Insurance.

- a. Consultant shall procure and maintain at its expense insurance policies that meet the following:
 - i. Commercial General Liability: 1,000,000 per occurrence, 2,000,000 aggregate
 - ii. Commercial Auto Liability: 1,000,000 per accident
 - iii. Provide Certificate of Good Standing with Wyoming Workers Compensation and Unemployment
 - iv. Professional Liability Insurance: 1,000,000 per claim, 2,000,000 aggregate
- b. Consultant shall name Owner as additional insured on the Commercial General Liability and Commercial Auto Liability policies and shall provide waiver of subrogation.
- c. Owner shall require Contractor doing construction work to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Consultant's interests in the Project. Consultant shall be listed as additional insured with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Consultant access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor. The burden of request and verification of this insurance shall be on the Consultant.

Standard of Performance.

The standard of care for all professional engineering, architecture, consulting and related services performed or furnished by Consultant and its employees under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances at the same time and in the same locality.

Consultant's cost estimates are to be made on the basis of their experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor and materials, the Contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that actual construction costs will not significantly differ from Consultant's cost estimates.

Hazardous Materials.

Owner represents that to the best of its knowledge it has disclosed to Consultant the existence of any known hazardous materials located at or near the project site. It is acknowledged by both parties that Consultant's scope of services does not include services related in any way to

hazardous materials. In the event Consultant or any other party encounters undisclosed hazardous materials, Consultant shall notify Owner and Consultant may, at its option and without liability for delay, consequential or any other damages to Owner, suspend performance of services on that portion of the project affected by hazardous materials until Owner: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

Consultant Liability.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability of Consultant to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages arising out of, resulting from, or otherwise related to the Project or this Agreement from any cause, including but not limited to negligence, professional errors/omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, shall be limited to the greatest of the following three (3) values:

1. The total insurance proceeds paid on behalf of or to Consultant by the Consultant's insurers in settlement or satisfaction of Owner's claims, under the terms and conditions of Consultant's applicable insurance policies, as required under the Insurance section of this Agreement. The total insurance proceeds paid are calculated after the Consultant has made payment for all or the applicable portion of any deductibles. The value of insurance proceeds shall not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal, or;
2. The amount of the Consultant's fee for the Project, or;
3. \$50,000.

Contractor Liability.

Consultant's observation or monitoring of portions of the work shall not relieve the Contractor from its responsibility to inspect and otherwise perform the work in accordance with applicable contract documents. Consultant does not guarantee the performance of any contractor, does not assume any responsibility for a failure of contractor performance, and is not responsible for the acts or omissions of the Contractor or other parties on the Project. Consultant shall not supervise, control, or have charge of construction means, methods, sequences, or for safety or security programs or precautions connected with the Project that are outside of the terms of this Agreement.

Independent Contractor.

Consultant and Consultant's officers, directors, members, partners, agents, employees, and any subconsultants providing services on the Project shall function as independent contractors for the purposes of this Agreement and shall not be considered employees of Campbell County for any purpose. Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by Consultant and/or Consultant's officers, directors, members, partners, agents, employees, and any subconsultants in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Consultant or its

Consultant's officers, directors, members, partners, agents, employees, and any subconsultants to act as an agent or representative for or on behalf of Campbell County or to incur any obligation of any kind on the behalf of Campbell County. Consultant agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to Campbell County employees will inure to the benefit of Consultant or its Consultant's officers, directors, members, partners, agents, employees, and any subconsultants agents as a result of this Agreement.

Governmental Immunity.

Campbell County does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available pursuant to Wyoming Statutes §§ 1-39-101 through 1-39-121 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

Third Party Beneficiary.

The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

Indemnity

Consultant agrees to indemnify, defend, and hold harmless Owner and their officers, agents, employees, successors, or assignees, from any and all claims, lawsuits, losses, personal injury or property damage, and liability arising out of Consultant's failure to perform any of its duties and obligations hereunder or in connection with the negligent performance of its duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of Consultant's actions.

Assignment of Agreement.

Owner and Consultant, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither Owner nor Consultant will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

Ownership and Use of Project Documents.

Removed-refer to section O. in Federal Provisions Exhibit D

Changes to Agreement.

In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the Scope of Services as defined in Exhibit A and/or the Project Timeline. Consultant shall promptly inform Owner if such situations arise and whether changes, by way of example and not limited to, in the Scope of Services, including the addition or suspension of services, adjustments to the time of performance, and/or compensation are required. If such change results in an increase or decrease in the cost or time required for performance of the services, an equitable adjustment may be made, and this Agreement shall be modified in writing; requiring approval and signature of the authorized representatives of both parties.

Suspension by Owner.

Owner may suspend Consultant's services for up to ninety (90) days upon seven (7) days written notice to Consultant.

Termination of Agreement.

Removed – refer to section T. in Federal Provisions Exhibit D

Force Majeure.

Consultant shall not be liable for delays, nor shall be considered in breach of this Agreement, due to failure to perform its obligations under this Agreement as a result of an event or circumstances not within the reasonable control of Consultant; including any acts of God, strikes, unavailability of labor or supplies, war, riot, civil commotion, acts of civil or military authority, terrorist act, malicious damage, epidemics, pandemics, quarantines, fire, flood, storm or natural disaster, or disruption or outage of communications, power or other utility. Consultant shall not be liable for delays due to failure of the Owner to comply with its obligations per the Agreement.

Disputes.

Claims, disputes, or other matters in question between the parties to this Agreement shall initially attempt to be resolved through good faith efforts. If resolution through good faith efforts by the parties does not arise within thirty (30) days, either party may pursue any legal remedies available.

Severability/Waiver.

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

Jurisdiction/Venue.

The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over

this Agreement and the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming. The parties intend and agree that Campbell County does not waive governmental immunity by entering into this Agreement and specifically retains governmental immunity and all defenses available pursuant to Wyoming Statutes §§ 1-39-101 through 1-39-121 and all other applicable law.

Entire Agreement.

This document referenced exhibits and any duly executed amendments represent the entire and integrated agreement between Owner and Contractor and may be amended only by a written instrument; signed by the authorized representatives of both parties.

Signatures.

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

The effective date of this Agreement is the date of the signature last affixed to this page.

CAMPBELL COUNTY

Owner's Authorized Representative
D.G. Reardon
Chairman, Campbell County Board of Commissioners

Date

CONSULTANT

Consultant Authorized Representative
Name: Jason Kjenstad, P.E. ,
Title Sr. Vice president

Date

SCOPE OF WORK

HDR is pleased to provide this scope of work for the Rockpile Museum Pedestrian – Activated Crosswalk Project. HDR has previously performed some preliminary layout and cost estimating for use in the grant funding for this project. This Scope of Work is based off our understanding of the project during those efforts, and discussions with Clark Melinkovich.

Project Description: Campbell County Public Works (County) has requested HDR to provide professional design services for the Rockpile Museum Pedestrian – Activated Crosswalk Project (Project). The Project will include the installation of pedestrian ramps off the curb, a new crosswalk, pedestrian refuge in the center of Highway 14/16 (2nd Street) and solar powered, radio connected flashing crosswalk signs, including flashing advanced warning signs. Campbell County currently owns a building and parking lot just south of 2nd street that can serve as overflow parking for larger events at the museum. It is anticipated that museum visitors would park there and walk up to 2nd street and use the crosswalk to visit the museum.

Campbell County has secured a Transportation Alternatives grant through WYDOT Local Government to make this safety upgrade to 2nd Street. There are funding requirements that come with the TAP Grant funding, including environmental clearance, Buy American clauses for construction are a few that are important. WYDOT is the owner of 2nd Street and any improvements made in their corridor will need to be permitted with them.

1. Design Phase

1.1. Set Up Project Files, Safety Plan, Budget and Schedule

1.1.1. Set up the project file structure and file storage, produce the safety plan and distribute to those who will be out in the field. Create project budget, schedule, and quality program to manage the project and its progress

1.1.2. Act as project manager to coordinate production of a complete set of contract plans and documents within the time period established by the project schedule. The project schedule is anticipated for bid in winter 2021 and construction the season of 2022. Set up project files, project site safety plan for field work and a QC plan and schedule. Coordinate with sub-consultant AET on safety plan and QC plan. Provide project invoicing, including a Project Deliverable Completion Statement to indicate the percentage complete for the lump sum billing of the design and bidding phases. Coordinate Team Progress Meetings during the design phase and coordinate with the owner for an update to the progress meetings, or inclusion if desired by the County. Hold a team kick off meeting with the owner. The meeting can be in person, or on Webex as best fits the team. The Kickoff meeting will discuss project goals, schedule, and the newest information prior to the start of

field work. A meeting will also need to be held with WYDOT to determine their requirements and needs with the project.

Assumptions:

- HDR assumes that invoicing will be performed once monthly
- Meetings will be held at the County or the HDR office, and those not in Gillette can attend remotely through Webex set up by HDR.

Deliverables:

- Monthly invoice for work performed
- Meeting minutes

1.2. Data Collection (Utility Locates)

1.2.1. HDR will call for utility locates using the One-Call system and survey the location of all identified utilities. Property corners that are found during the survey will be tied and included in the base map file.

Assumptions:

- HDR assumes that we will not be surveying on private property and that no ROW will be acquired on the project. We will not need to obtain permission to survey or produce exhibits for land acquisition or easements. Anticipated survey area landowners are Campbell County and WYDOT / City of Gillette.

1.3. Crossing Design

1.3.1. HDR proposes the use of the City of Gillette LIDAR and photo for the surface and base map of the drawing. HDR would use standard City of Gillette details for curb ramps and sidewalk. This work would match the rest of the City infrastructure. HDR would prepare a 2D layout for the pedestrian refuge in the center of 2nd Street. Layout locations for crosswalk signage and advance warning signage would be provided.

1.3.2. Project Documents – The plan set that is produced for the project will include a title sheet, details, project summaries and plan and profile sheets. The Project Manual will be produced using the County's standard template for project manuals and will include documents that are required by the Funding Agency (WYDOT's Federal) requirements. HDR can assist Campbell County with the input of information into WYDOT's tracking spreadsheet that is used for TAP Grant Funded Projects.

1.3.3. A design review meeting will be held at 30% completion. The intent of this meeting is to finalize the location of the crosswalk so that the design can

progress.

- 1.3.4. Upon completion of the 30% review, the design team will move forward and complete the plan set, including summaries and details. When the documents are complete, they will be submitted to Campbell County for the 90% review.
- 1.3.5. Final revisions and completion of the plan set, and project documents will be completed upon receiving comments at the final review meeting. The design report will be completed as well as a final project cost estimate.
- 1.3.6. HDR will utilize their internal QC program to perform QC reviews on all deliverables, in particular reports, technical memos, and plan set deliverables. HDR will document the QC review as well as document all comment responses as they are implemented into the designs and/or documents.

1.4. Environmental

- 1.4.1. Categorical Exclusion Document – HDR will prepare the CatEx document which is required with the TAP Grant funding. The document will state the purpose and need for the project, the alternatives considered, summarize the responses from resource agencies and identify potential impacts to the resources from the project. Agency scoping letters will be sent to agencies to receive comments on the project.

Assumptions:

- HDR assumes the project deliverables submitted for review and the project documents for final submittal and bidding will be submitted in electronic format.
- HDR assumes that there will not be a need for ROW acquisition or easements on this project. The North side of 14/16 is owned by the County and the ROW is shown to be very wide on the South side in the City of Gillette GIS linework.
- HDR assumes the project manual will use the standard County template and that federal funding documents required to be included in the project manual can be provided by the funding agency.
- HDR assumes no agency scoping responses would indicate the need for additional fieldwork or studies beyond what is outlined, no public meeting will be necessary, there will be no impacts to floodplains, Section 4(f) properties and no field visits by the Environmental Scientist will be required.

- HDR assumes that the CatEx will be the environmental document required by WYDOT and the standard template will be used. It is also assumed that there will be no impacts to the waters of the US and therefore no permitting from the US Army Corps of Engineers.
- HDR assumes that a Class I (Desktop) or Class III (Field) cultural resources survey would not be required for the project. HDR could provide this work if needed under additional fee.
- HDR assumes no additional environmental permits are required by the City, County or State agencies.
-

Deliverables:

- 30% plan review set
- Draft CatEx Document
- 90% plan review set, cost estimate
- Final CatEx Document
- Final plans, project manual and final cost estimate.
- Meeting Minutes

2. Bidding Phase

- 2.1.1.** HDR will assist the County with the bidding process. If the County would prefer, HDR will host the project documents on its bidding website for bidding purposes. HDR will attend the pre-bid meeting to assist the County. HDR will answer contractor questions and perform up to 2 addenda if necessary.
- 2.1.2.** Once the bids are received, HDR will compile bid tabulations into a spreadsheet and produce a bid recommendation for the County to use in the award of the project

Assumptions:

- No more than two addenda will be needed
- HDR assumes that only one project showing will be required to show contractors the project. This would likely happen during the pre-bid meeting. Individual contractor showings are not anticipated

Deliverables:

- Bid Tabulations
- Addenda (up to 2 if necessary)
- Bid Award Recommendation

3. Construction Administration

3.1. Provide Part Time Construction Inspection

3.1.1. HDR will provide a part time construction inspector for this project. It is anticipated the construction effort will last for 4 weeks. The HDR inspector will monitor the project for compliance with the project specifications as well as answer questions from the contractor. The inspector will also be the initial point of contact for the public, the contractor, and the owner regarding the project. The inspector will keep a daily field report that documents the weather conditions, work effort and other aspects of the project, including project visitors and construction photos. The inspector will also track project quantities daily and coordinate with the contractor's Superintendent to agree on the work performed each day. The inspector will perform the required wage interviews of the contractor's employees and review product submittals for compliance with federal requirements. A weekly summary of work completed will also be produced. Each week, the daily construction reports, construction photos and quantity summary will be submitted to the County for information and records. The inspector will also verify, and process monthly pay applications from the contractor and provide a monthly project summary to meet the needs of the funding agency.

Assumptions:

- Construction is estimated at a 4-week duration HDR has estimated the inspector to work 4 hours per day, five days per week for the first 3 weeks and 2 hours per day, five days per week for the remaining week. This would include travel time to the project site.
- HDR assumes that all documents can be submitted electronically in pdf format
- HDR assumed that an as-constructed topographic survey would not be necessary.
- HDR assumed that materials testing will not be required for the project.

Deliverables:

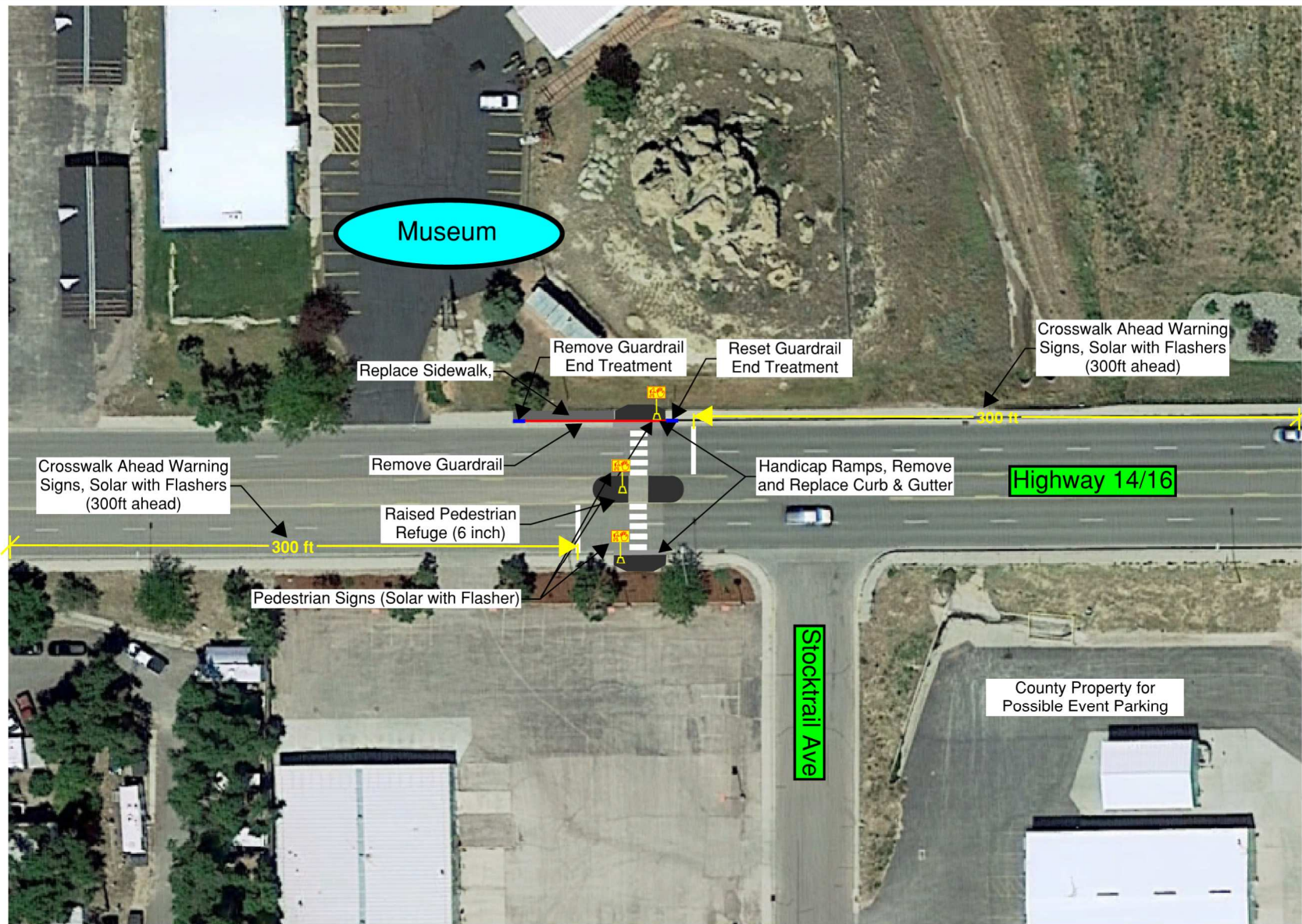
- Daily Construction Reports, including photos and a weekly summary of quantities
- Approved Submittals
- Weekly or biweekly progress report meeting minutes
- Field orders, Change Orders and Work Change Directives as needed
- Approved Pay Requests, submitted by the contractor and verified and approved by HDR
- Monthly progress report to submit to funding agency on project status
- Final project report containing test results, daily reports, etc. along with a statement that the project meets the project specifications and requirements.

3.2. Construction Staking

3.2.1. HDR has assumed that the field staking for the work will be performed by the contractor. HDR will collect as-built data for use in the as-built plans.

Deliverables:

- As-Built plans for the project



Drawn By: PA
Date: 03/25/2020
Checked By: MO
Date: 03/25/2020
Revision:



Mid-Block Pedestrian Signal System
2020 I-90 Business Loop

Gillette, WY

Figure

1

COST PROPOSAL

*Rockpile Museum Pedestrian Activated Crosswalk
Campbell County*

Campbell County Public Works

Prepared by:

*HDR Engineering, Inc.
601 Metz Drive
Gillette WY 82717 -0457
(307) 228-6019*

Design and Bidding Fee:	\$	22,878.79	Cost-Not-To-Exceed
	\$	2,728.70	Fixed Fee Profit
	\$	25,607.49	Total

Construction Admin Fee:	\$	14,859.99	Cost-Not-To-Exceed
	\$	1,754.19	Fixed Fee Profit
	\$	16,614.17	Total

Total Fee: \$ 42,221.66

By

Jason L. Kjenstad

9/14/2021

Date

Campbell County Public Works

Direct Salary Multiplier (Without Profit)

2.471 Factor

(See Attachment A)

SUMMARY OF HOURS - ROADWAY DESIGN

6.C.#.	Activity	Principal H. Turbiville	Project Manager M Oakley	Sr. Engineer L McQueen	Engineer Smith J	CADD J Oakley	Surveyor N Fraser	Environmental J Brisbois	Environmental QC J Rust	Admin D Dickson	Controller Morrison R	Task Total
												0
	Design											0
	File Set Up, Safety Plan, Schedule and Budget	2	12	2	12					6	6	40
	Data Collection (Utility Locates)		1		2	8	8					19
	Crossing Design		8	12	48	40				10		118
	Environmental / Permitting		1					24	4			29
												0
	SUBTOTAL	2	22	14	62	48	8	24	4	16	6	206
												0
	Bidding											0
	Bidding Services including Pre-Bid and Addenda		6	2	20	4						32
	Bid Tabs, Recommendation of Award, Bid Opening		2		6					4		12
												0
	SUBTOTAL	0	8	2	26	4	0	0	0	4	0	44
												0
	Construction Administration											0
	Start Up Documents, Submittal Review	1	4	14	12					2		33
	Part Time Inspection		16		80							96
	Project Close Out, As-BUILTs		4	2	12	8	4			2		32
												0
	SUBTOTAL	1	24	16	104	8	4	0	0	4	0	161
	Total	3	54	32	192	60	12	24	4	24	6	411

FEE SCHEDULE

Name	Business Title	2021 Hourly Rate (A)	Multiplier (2.471) (B)	FCCM (0.003) (C)	Total Billing Rate *
Heath Turbiville	Project Principal	\$67.88	2.471	0.003	\$ 167.94
Mike Oakley	Project Manager & Senior Eng	\$63.59	2.471	0.003	\$ 157.32
Lance McQueen	Senior Engineer	\$52.74	2.471	0.003	\$ 130.48
Jeron Smith	Engineer	\$28.56	2.471	0.003	\$ 70.66
Julie Oakley	CADD / Production	\$34.39	2.471	0.003	\$ 85.08
Nolan Fraser	Survey	\$38.17	2.471	0.003	\$ 94.43
Jessica Brisbois	Environmental Scientist / Permitting	\$34.30	2.471	0.003	\$ 84.86
Jill Rust	Environmental QC	\$47.00	2.471	0.003	\$ 116.28
Dacee Dickson	Administration	\$20.00	2.471	0.003	\$ 49.48
Rebecca Morrison	Control / Project Set Up	\$49.50	2.471	0.003	\$ 122.46

* Total Billing Rate = (A)(B) + (A)(C)

Billing rate does not include 12% fixed fee profit.

SUMMARY OF EXPENSES

[illegible]

REIMBURSABLE EXPENSES BILLING RATES

[illegible]

SUMMARY OF ESTIMATED COSTS

Direct Labor Cost

DIRECT LABOR SUBTOTAL (Design and Bidding)			\$ 9,202.42
Adjusted Direct Labor Cost			
Direct salary times multiplier	<u>2.471</u>		\$ 22,739.18
Fixed Fee Profit			
Percent of profit	<u>12%</u>		\$ 2,728.70
FCCM			
FCCM Adjustment	<u>0.003</u>		\$ 27.61

DIRECT LABOR SUBTOTAL (Construction Administration)			\$ 5,915.92
Adjusted Direct Labor Cost			
Direct salary times multiplier	<u>2.471</u>		\$ 14,618.24
Fixed Fee Profit			
Percent of profit	<u>12%</u>		\$ 1,754.19
FCCM			
FCCM Adjustment	<u>0.003</u>		\$ 17.75

Direct Non-Labor Charges

Mileage (Design)	<u>\$ 112.00</u>
Mileage (Construction)	<u>\$ 224.00</u>
Meals	<u>\$ -</u>
Hotel	<u>\$ -</u>
Airfare	<u>\$ -</u>
Rental Car	<u>\$ -</u>
Overnight Shipping	<u>\$ -</u>
	<u>\$ -</u>

DIRECT NON-LABOR CHARGES SUBTOTAL	\$ 336.00
-----------------------------------	------------------

TOTAL FEE REQUESTED	\$ 42,221.66
----------------------------	---------------------

In support of the costs shown on the previous page, we offer the following:

**DIRECT LABOR COST
MAN-HOUR ESTIMATE**

PE Tasks					
Heath Turbiville	2	Man-hours @	\$67.88 /Hour	= \$	135.76
Mike Oakley	30	Man-hours @	\$63.59 /Hour	= \$	1,907.70
Lance McQueen	16	Man-hours @	\$52.74 /Hour	= \$	843.84
Jeron Smith	88	Man-hours @	\$28.56 /Hour	= \$	2,513.28
Julie Oakley	52	Man-hours @	\$34.39 /Hour	= \$	1,788.28
Nolan Fraser	8	Man-hours @	\$38.17 /Hour	= \$	305.36
Jessica Brisbois	24	Man-hours @	\$34.30 /Hour	= \$	823.20
Jill Rust	4	Man-hours @	\$47.00 /Hour	= \$	188.00
Dacee Dickson	20	Man-hours @	\$20.00 /Hour	= \$	400.00
Rebecca Morrison	6	Man-hours @	\$49.50 /Hour	= \$	297.00
DIRECT LABOR COST (PE Tasks)				\$	9,202.42



Campbell County Public Works Construction Contracts Accounts Payable Schedule

2022	
Invoice due to Public Works	Board approval date
December 22, 2021	January 4, 2022
January 19, 2022	February 1, 2022
February 16, 2022	March 1, 2022
March 23, 2022	April 5, 2022
April 20, 2022	May 3, 2022
May 18, 2022	June 7, 2022
June 22, 2022	July 6, 2022
July 20, 2022	August 2, 2022
August 24, 2022	September 7, 2022
September 21, 2022	October 4, 2022
October 19, 2022	November 1, 2022
November 23, 2022	December 6, 2022

2023	
Invoice due to Public Works	Board approval date
December 21, 2022	January 4, 2023
January 18, 2023	February 7, 2023
February 15, 2023	March 7, 2023
March 22, 2023	April 4, 2023
April 19, 2023	May 2, 2023
May 24, 2023	June 6, 2023
June 21, 2023	July 5, 2023
July 19, 2023	August 1, 2023
August 23, 2023	September 6, 2023
September 20, 2023	October 3, 2023
October 18, 2023	November 7, 2023
November 22, 2023	December 5, 2023
December 20, 2023	January 3, 2024

The Board approval dates are Tuesdays and the checks will be mailed out by Friday after approval.

Wendy Balo
 Senior Financial Specialist
 Campbell County Public Works
 307-687-6341
wendy.balo@campbellcountywy.gov

Exhibit D
FEDERAL GENERAL PROVISIONS

The below General Provisions shall also apply to all subconsultants engaged by the Consultant.

SECTION A. ASSUMPTION OF RISK

The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. _____ Campbell County Wyoming _____ shall notify the Consultant of any state or federal determination of noncompliance.

SECTION B. AUDITING AND ACCESS TO RECORDS

____ Campbell County Wyoming _____ and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement.

SECTION C. BREACH OF AGREEMENT

The Consultant agrees to provide all professional services as required by the terms, conditions, provisions, and obligations of this Agreement. Failure by the Consultant to perform as required by the terms, conditions, provisions, or obligations of this Agreement shall constitute a breach of contract. _____ Campbell County Wyoming _____ shall consider a Consultant's failure to perform as a material breach of contract when it can be determined that the terms, conditions, provisions, or obligations of the Agreement will not be completed and _____ Campbell County Wyoming _____ will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. A material breach may result in remedies as _____ Campbell County Wyoming _____ deems appropriate, which may include, but are not limited to:

1. Termination as provided in SECTION T – TERMINATION OF AGREEMENT;
2. Withholding monthly progress payments;
3. Assessing damages/sanctions;
4. Disqualifying the Consultant from future solicitations; and/or
5. Legal remedy.

SECTION D. CERTIFICATION FOR LIMITATIONS ON LOBBYING ACTIVITIES

This provision is applicable to all Agreements exceeding One Hundred Thousand dollars (\$100,000). By signing this Agreement, the Consultant certifies and agrees that, to the best of their knowledge:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION E. COMPLIANCE WITH LAWS

The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

SECTION F. CONFLICTS OF INTEREST

1. The Consultant shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which may result in a disadvantage to _____ Campbell County Wyoming _____ or a disclosure which may adversely affect the interests of _____. This provision does not prohibit or affect the Consultant's ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

2. A conflict of interest may be considered a material breach of this Agreement. A material breach under this section may result in remedies as provided in SECTION C – BREACH OF AGREEMENT. In the event the Agreement is terminated under this provision, the Consultant shall take steps to insure that the file, evidence, evaluation and data are provided to _____ Campbell County Wyoming _____ or its designee.

3. The Consultant shall notify _____ Campbell County Wyoming _____ of any potential or actual conflicts of interest, including financial or other personal interests, arising during the course of the Consultant's performance under this Agreement. This Agreement may be terminated in the event a conflict of interest arises. Termination of this Agreement will be subject to a mutual settlement of accounts. In the event this Agreement is terminated under this provision, the Consultant shall take steps to ensure that all files, evidence, evaluations, and data are provide to _____ Campbell County Wyoming _____ or its designee.

SECTION G. DETERMINATION OF ALLOWABLE COSTS

The Consultant shall assure, prior to submittal of periodic progress payments, that all costs are in accordance with federal cost principals as provided in 48 CFR 31. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE

The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR 26 in all subconsultant contract documents.

Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION I. ENVIRONMENTAL POLICY ACTS

The Consultant agrees all activities under this Agreement shall comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

SECTION J. ERRORS AND OMISSIONS

The Consultant shall be responsible for assuring that professional services provided under this Agreement are accurate and without mistakes or omissions that are a breach of the Standard of Care.. The Consultant shall endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. ("Standard of Care") _____ Campbell County Wyoming _____ shall notify the Consultant at the earliest possible time of the professional services which require corrective action and the Consultant, by mutual agreement with _____ Campbell County Wyoming _____ and without additional compensation, shall correct those services. Failure by the Consultant to carry out these requirements may be considered, in the sole discretion of _____ Campbell County Wyoming _____, a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION K. HUMAN TRAFFICKING

As required by 22 USC 7104(g), 2 CFR 175, and 48 CFR 52.222-50 (Amended March 2015), severe forms of human trafficking, procurement of commercial sex acts, and the use of forced labor are prohibited. The March 2015 amendments expand the original requirements and introduce a list of specific types of conduct that are prohibited. The amendments modify mandatory disclosure obligations and specify the minimum level of cooperation required of consultants responding to a trafficking investigation. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION L. KICKBACKS

The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Consultant breaches or violates this warranty, _____ Campbell County Wyoming _____ may, at its discretion, terminate this Agreement without liability to _____ Campbell County Wyoming _____, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

SECTION M. MANDATORY DISCLOSURES

The Consultant shall disclose, in a timely manner, in writing, to _____ Campbell County Wyoming _____ all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for non-compliance including suspension or debarment.

SECTION N. MONITORING ACTIVITIES

_____ Campbell County Wyoming _____ shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subconsultants. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the Agreement-related work.

SECTION O. OWNERSHIP AND RETURN OF DOCUMENTS AND INFORMATION

_____ Campbell County Wyoming _____ is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information and documents to _____ Campbell County Wyoming _____ in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Notwithstanding the foregoing, Consultant may retain a copy of information received, developed, or otherwise relating to this Agreement in order to prove compliance with its contractual obligations and applicable professional standards, provided that such information is kept confidential in accordance with the provisions of this Agreement. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course in accordance with Consultant's data life governance policy and will not be within the requirement for the return or destruction of records as contemplated by this paragraph. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the return or destruction of records as contemplated by this paragraph.

SECTION P. PATENT OR COPYRIGHT PROTECTION, AND RIGHTS IN DATA

The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subconsultants shall violate any such restriction. The Consultant shall defend and indemnify _____ Campbell County Wyoming _____ for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

Copyrighting or other exclusions placed on any documents or materials developed by the Consultant, its sublets, agents or assigns under this Agreement are prohibited.

Data produced, furnished, acquired, or used in meeting the terms and conditions of this Agreement shall be available to _____ Campbell County Wyoming _____, WYDOT and/or the federal funding agency with unlimited rights. Data means all recorded information, regardless of form, to include both technical – scientific or technical nature - and computer software information. It does not include information related to administration of the Agreement such as financial, cost or pricing, or management information. Unlimited rights means that _____ Campbell County Wyoming _____, State or federal agency has the right to use, disclose, reproduce, and distribute the data in any manner and for any purpose, and to permit others to also have unlimited rights. Meanings and uses described in this SECTION P are superseded and/or supplemented by 48 CFR 52.227-14.

SECTION Q. PROFESSIONAL REGISTRATION

The Consultant shall endorse, if required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

SECTION R. PUBLICITY

Any publicity given to the projects, program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form,

prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify _____ Campbell County Wyoming _____, WYDOT and the federal funding agency as the sponsoring agencies and shall not be released without prior written approval of _____ Campbell County Wyoming _____.

SECTION S. SUSPENSION AND DEBARMENT

By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors list at www.sam.gov/portal/public/SAM/. Further, the Consultant agrees to notify _____ Campbell County Wyoming _____ by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION T. TERMINATION OF AGREEMENT

_____ Campbell County Wyoming _____ may terminate all or part of the Agreement, without cause, upon thirty (30) days written notice. The Agreement may be terminated by _____ Campbell County Wyoming _____ immediately for cause if _____ Campbell County Wyoming _____ determines that the Consultant has failed to perform as required by the terms, conditions, provisions, or obligations of the Agreement – Termination for Cause or Breach – or _____ Campbell County Wyoming _____ determines that termination is in the public’s best interest – Termination on Public’s Behalf/Convenience. In either event, compensation shall be made to the Consultant based upon the progress of the work performed prior to termination.

Work performed shall be defined as the deliverables specified in the Agreement and accepted by _____ Campbell County Wyoming _____, and not the labor hours billed. The ownership of the work completed or partially completed at the time of such termination or abandonment shall be retained by the _____.

_____ Campbell County Wyoming _____ shall notify the Consultant, in writing, of Agreement termination.

SECTION U. TITLE VI ASSURANCES FOR NON-DISCRIMINATION

The Consultant agrees to comply with the requirements of the nondiscrimination clauses as described in the U.S. Department of Transportation (DOT) Order 1050.2.

Exhibit E
BREACH OF AGREEMENT
(Administrative Written Procedures)

Consultant agreements will incorporate Federal General Provisions regarding breach of agreement consistent with 23 CFR 172 and 2 CFR 200. These Regulations require written procedures to address contractual, legal, and administrative remedies including sanctions and penalties where consultants breach agreement terms, conditions, provisions, or obligations. For purposes of these written procedures, the Agreement terms, conditions, provisions, or obligations will be referred to as Agreement Services.

Numerous Federal General Provisions will be administered using these written procedures. For purposes of administering consultant agreements, breach of agreement may result when analyzing a consultant’s

professional services under any of the following Federal General Provisions:

ATTACHMENT 1, FEDERAL GENERAL PROVISIONS

SECTION C. BREACH OF AGREEMENT

SECTION D. CERTIFICATION FOR LIMITATIONS ON LOBBYING ACTIVITIES

SECTION F. CONFLICTS OF INTEREST

SECTION G. DETERMINATION OF ALLOWABLE COSTS

SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE

SECTION J. ERRORS AND OMISSIONS

SECTION K. HUMAN TRAFFICKING

SECTION S. SUSPENSION AND DEBARMENT

The consultant's responsibility to make prompt payment to subconsultants will be administered through these written procedures, as required by SECTION VI(C) – Consultant Payments and Retainage and the consultant agreement.

Contractual Remedy

Contractual remedy is provided when the above provisions are physically incorporated, or incorporated by reference, into an executed Agreement. Additionally, contractual remedy requires the physical incorporation of ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

Legal Remedy

Legal remedy is provided by the physical incorporation of ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION E – COMPLIANCE WITH LAWS and enforcement of the Agreement as governed by the laws of the State of Wyoming.

Administrative Procedures, Sanctions, and Penalties

_____ Campbell County Wyoming's _____ concerns with consultant performance and/or adherence to Agreement Services will most often be resolved through the coordination and resolution efforts as outline in SECTION XIII – AGREEMENT ADMINISTRATION of this document. The authorized representative/ primary contact of _____ Campbell County Wyoming _____ should document all administrative issues and subsequent resolutions, from start to completion of the Agreement.

There may be an occurrence when a cooperative and acceptable resolution cannot be reached between _____ Campbell County Wyoming _____ and the Consultant. At those occurrences, _____ Campbell County Wyoming _____ will typically make the determination that the Consultant has failed to perform Agreement-required acceptable work, has failed to progress in the performance of Agreement Services, or has not and will not comply with General Provisions. When that determination concludes that the Agreement Services cannot be completed and _____ Campbell County Wyoming _____ will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables, the threshold for a material breach of agreement has been reached and will invoke ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION C – BREACH OF AGREEMENT and the resultant remedies, including ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

_____ Campbell County Wyoming _____ determination that the Consultant has failed to perform Agreement-required acceptable work, has failed to progress in the performance of Agreement Services, or has not and will not comply with General Provisions will need to be supported by _____ Campbell County Wyoming _____ documentation of monitoring activities as allowed by ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION N – MONITORING ACTIVITIES. Issues concerning the Consultant's billing of allowable costs should be evaluated in accordance with ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION B – AUDITING AND ACCESS TO RECORDS.

The threshold for a material breach of agreement requires that the Consultant has failed to perform Agreement Services and that _____ Campbell County Wyoming _____ has or will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. Both represent a high threshold to assure an acceptable outcome and, as a result, _____ Campbell County Wyoming _____ representative through monitoring activities must identify and document unresolved issues early in the Agreement, before either the Consultant or _____ Campbell County Wyoming _____ has incurred substantial cost or time. All unresolved issues should be promptly addressed, either reaching resolution, arriving at reasonable penalties/sanctions, or concluding breach of agreement with the resultant remedies, including ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

Penalties and/or sanctions typically available to _____ Campbell County Wyoming _____ would be structured as 1) compensatory damages, 2) specific performance, or 3) termination.

Damages, based on additional cost or time incurred by _____ Campbell County Wyoming _____, could be quantified and pursued. Damages, based on lost opportunity incurred by _____ Campbell County Wyoming _____, may be more difficult to quantify. Lost opportunity could include _____ Campbell County Wyoming's _____ delays in the delivery of supplemental work or successor agreements for work, or delay in the year of project construction and the related increased construction costs. Other lost opportunities may be identified and quantified.

Specific performance would require the Consultant to pursue Agreement Services, with adjustment to allowable costs. Specific performance would be used as a remedy, either prior to or for breach of agreement, if the work required by the Agreement required special expertise, is an emergency, or is only available from a single or restricted number of firms. In those cases, damages would not suffice to place _____ Campbell County Wyoming _____ in as good a position as it would have been had the breach not occurred.

Termination of the Agreement is presented in ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT. _____ Campbell County Wyoming _____ may terminate the Agreement, and either pursue restitution or not pursue restitution. Restitution, as a remedy, means that _____ Campbell County Wyoming _____ is put back in the position it was in prior to the breach; without restitution, the Agreement is terminated with both the Consultant and _____ Campbell County Wyoming _____ no longer under any Agreement obligation.

The following page(s) contain the backup material for Agenda Item: [9:20 Sole Source Purchase Request, Library Door Locks](#)

MEMORANDUM

TO: Commissioners

FROM: Bill Beastrom, Facilities Manger

DATE: November 8, 2021

SUBJECT: Library Door Locks-Sole Source Request

Background

The Library doors were replaced in the last couple of years with the plan to install electronic door locks into the building. There is a capital project this year for the installation of the electronic door locks in the Library.

Request

We have electronic door locks in many of our buildings and we have utilized Temp Tech Inc. to supply and maintain these systems. We are asking to sole source this project to Temp Tech to maintain the same system we have in place with the rest of our County buildings.

The following page(s) contain the backup material for Agenda Item: [9:25 Vehicle Transfer to Lusk Police Department](#)

**OFFICE**

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

Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

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

MEMORANDUM

TO: Campbell County Commissioners

FROM: Anthony Langone, Fleet Manager

RE: Vehicle Transfers

On November 4th, 2021 I received a message from Bo Krein asking if we may have a patrol vehicle available to transfer, as they just had a mechanical failure of one of their vehicles. After speaking with the Sheriff's Office, we do have a vehicle that is being replaced available to transfer. I would like to request to transfer from Sheriff's Office, to the town of Lusk Wy unit #634. The vehicle identified is 2016 Dodge Charger with 125,000 miles valued at approximately \$ 7,500.00. I would like to recommend this vehicle be donated to the town of Lusk.

ASSIGNMENT OF INTEREST and RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That Campbell County Government, by and through its Board of County Commissioners, 500 S. Gillette Ave., Ste. 1100, Gillette, Wyoming 82716, does hereby grant, transfer and convey unto Lusk Police Department in Lusk WY, all of its rights, title and interest in and to the following described goods and chattels:

Vehicle Make / Model
2016 Dodge Charger SSV
VIN # 2C3CDXKT2GH160795

To have and to hold the above described goods and chattels for its own use forever.

The goods and chattels conveyed herein are transferred "as is" and "where is" with no warranties, express or implied and disclaims any warranty of merchantability or fitness for a particular purpose.

DATED THIS Day: 16th of November 2021.

CAMPBELL COUNTY, WYOMING

BY: _____
Robert Maul, Chairman

By signing below, I acknowledge receipt of the above referenced motor vehicle in "as is" condition and release and waive Campbell County, Wyoming, from any cost or liability with regard to the motor vehicle by

Name of Recipient

Dated: _____

The following page(s) contain the backup material for Agenda Item: [9:30 Consulting Services Agreement Amendment, Waypoints LLC](#)

**OFFICE**

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

Carol J. Seeger, Executive Director
of Administration

BOARD OF COMMISSIONERS

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Carol Seeger, Executive Director of Administration

RE: Consulting Services Agreement Amendment/Waypoints LLC

DATE: November 16, 2021

Accompanying this memo is an amendment to the Professional Consulting Services Agreement entered into between Campbell County and Waypoints, LLC.

The amendment incorporates proposed changes to the original agreement based upon discussions between Mr. Jim Ford, Commissioner Bell and Commissioner Shelstad. The changes provided for a new scope of work, method of payment and term. The method of payment changes from an hourly rate of \$110 per hour to a rate of \$5,000 per month payable upon receipt of an invoice that includes a report summarizing work activity performed that month. The new term is effective November 1, 2021 and terminates June 30, 2021.

Should you have questions or I may further assist, please let me know.

AMENDED PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AMENDMENT TO THE PROFESSIONAL CONSULTING SERVICES AGREEMENT ("Agreement") for professional consulting services with an original effective date of July 1, 2020, between **Campbell County, Wyoming** ("County"), by and through its Board of County Commissioners, whose address is 500 S. Gillette Avenue, Suite 1100, Gillette, Wyoming 82716, and **Waypoints Wyoming, LLC** ("Consultant"), whose address is P.O. Box 2023, Gillette, Wyoming 82717 is hereby amended as set forth below. All other terms and conditions contained in the original agreement entered into effective July 1, 2020, remain in full force and effect except as specifically amended as set out below.

1. SCOPE OF SERVICES. Consultant agrees to perform the following professional services (hereinafter "Services"), as well as any incidental services relating thereto that are necessary for completion of the Services, in accordance with written communications issued by County from time to time during the term of this Agreement.

- a. Communities of Excellence Working Group
- b. EDA Grant Activity
 - Pronghorn Industrial Park
 - Office of Transformation/Gillette College Foundation
 - Manufacturing and Decarbonization/Energy Capital EDC
- c. I-West
- d. CORE-CM
- e. Carbon Valley Marketing/Violet PR
- f. Wyoming Innovation Center
 - Construction/Commissioning
 - Processing Equipment
 - WDEQ-AQD Permit
- g. NETL-TCF Rare Earth Elements extraction

Interagency Working Group (IWG) on Coal Power Communities and Economic Revitalization
Consultant shall focus on the Manufacturing and Decarbonization, CORE-CM, Wyoming Innovation Center and the Interagency Working Group for the next ninety (90) days from the effective date of this amendment as set forth in Section 2. Term and Termination.

All work performed under this Agreement and all Services of Consultant shall be accomplished in accordance with any applicable rules, regulations, laws, administrative directives or orders. Consultant shall perform all services in a professional and ethical manner, always keeping in mind that Consultant is representing Campbell County government and its Board of Commissioners and consultant shall not act in any manner which would cause disparagement to County.

Consultant is responsible for complying with any applicable licensing, registration, or reporting requirements, including those related to lobbying.

Carol Seeger, Commissioners' Administrative Director, or her designee shall be the primary point of contact for Consultant on behalf of County in Consultant's performance under this Agreement.

2. TERM AND TERMINATION.

2.1 The term of this Amended Agreement will begin November 1, 2021 and terminate on June 30, 2022, unless earlier terminated as provided in Section 2.2 below.

2.2 County may, with or without cause and for its convenience, terminate this Agreement in its entirety immediately upon written notice of 30 days to Consultant at the address set forth above or as may be amended.

2.3 Upon termination as set forth above, County shall pay Consultant for Services completed up through the date of termination. In the event the Services provided by Consultant are found to be unacceptable, then County will have no obligation to compensate Consultant for the unacceptable portion of such Services.

3. INVOICING & PAYMENT.

3.1 County shall pay Consultant the sum of Five Thousand Dollars (\$5,000) per month for the Services to be performed under the terms of this Amended Agreement.

3.2 Consultant shall provide a monthly report detailing the specific work performed and time devoted to each identified task which shall be submitted along with an invoice as set forth in Section 3.4 below.

3.3 Travel exceeding 300 miles per month, hotel, meal, and airline fees incurred by Consultant in performing Services under this Agreement directly on behalf of County shall be reimbursed at rates established in accordance with the adopted policies of County for its employees.

3.4 Consultant shall invoice County monthly by the 10th day of each month. County shall remit payment to Consultant within forty-five (45) days of receipt of the invoice for all approved costs and expenses.

3.5 In the event that the County disputes an invoice or amount within an invoice or work completed for which an invoice is delivered, the County shall notify Consultant in writing within thirty (30) days and may withhold payment of any disputed portion of the invoice until Consultant and County have resolved such dispute.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written. The parties are known to one another and have the authority to sign this Agreement as indicated by the by-laws of their respective business organizations. Each party fully understands the agreement.

County:

Campbell County, Wyoming

By: _____
Robert L. Maul

Its: Chairman, Board of County Commissioners

Consultant:

Waypoints Wyoming, LLC

By: _____
Jim Ford

Its: Managing Member

Attest:

Susan F. Saunders, Campbell County Clerk

STATE OF WYOMING }
 }
County of Campbell } ss.

This instrument was acknowledged before me this ____ day of _____, 2021, by Jim Ford as the managing member of Waypoints Wyoming, LLC.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") for professional consulting services is made and effective July 1, 2020 ("Effective Date"), between **Campbell County, Wyoming** ("County"), by and through its Board of County Commissioners, whose address is 500 S. Gillette Avenue, Suite 1100, Gillette, Wyoming 82716, and **Waypoints Wyoming, LLC** ("Consultant"), whose address is P.O. Box 2023, Gillette, Wyoming 82717.

Recitals

WHEREAS, County is the producer of nearly 40% of all coal used for electrical generation in the U.S. and the largest producer of petroleum in the State of Wyoming; and

WHEREAS, over 90% of County's property taxes are currently paid by the mineral extraction industries, including coal, oil, gas, and uranium; and

WHEREAS, it is estimated that one-in-ten Campbell County employed persons are directly employed within the coal mining industry, while coal production within Campbell County continues to decline, down 32% from its highest production in 2008; and

WHEREAS, County desires to develop within Campbell County advanced uses for coal, oil, and gas and pursue options for value-added natural resources including refining and other enhancement(s) that will increase the value of fossil fuels produced within Campbell County and provide additional opportunities for the marketing and sale of these products; and

WHEREAS, County believes in free-market principles and development of facilities and products by businesses and individuals and does not intend to compete, but believes that Campbell County is the natural destination for research, development, manufacturing, and production of value-added natural resource products and research into advanced power generation and carbon capture utilization and sequestration (CCUS) and wants to increase Campbell County's competitiveness in this global market; and

WHEREAS, County desires to develop relationships and partnerships with the University of Wyoming (and its College of Engineering and Applied Sciences and School of Energy Resources); the U.S. Department of Energy (DOE); researchers and specialists from around the world; businesses and developers of advanced technology and refiners and manufacturers of coal, oil, and gas; and investors, venture capital, and private equity; and

WHEREAS, Consultant is engaged in the business of providing certain professional services to its customers in order to meet their specific needs, and the County would like to utilize the Consultant to perform services and work in pursuit of the above-stated goals of County; and

WHEREAS, Consultant is prepared to furnish such services for County pursuant to this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual representations contained herein the parties hereby agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform certain professional services (hereinafter "Services"), as well as any incidental services relating thereto that are necessary for completion of the Services, in accordance with written communications issued by County from time to time during the term of this Agreement. These Services are to help the County achieve its goals as provided within the Recitals of this Agreement and may include, but are not limited to:

- Advise County on matters of energy and industry as they pertain to sustaining and improving the policies, rules, regulations, statutes, and regulatory frameworks governing exploration, production, and value-added improvements to the County's natural resources.
- Providing testimony, public affairs, and government lobbying services as requested in response to state and federal policies, rules, regulations, grants, and legislative issues.
- Provide counsel upon and help to implement grassroots advocacy strategies to further the goals of County as provided in the Recitals of this Agreement.

- Assist with the facilitation and development of relationships and meet with relevant representatives of federal agencies, researchers, research institutions, businesses, investors, and others in the furtherance of the Goals of County as provided in the Recitals of this Agreement.
- Represent the County's interests in relationships with industry, trade groups, regulatory agencies, legislative bodies, and other county, state, and federal agencies on matters of energy and industry
- Provide consulting and advisory services specific to enhancing the regulatory and business environment in Campbell County for groups participating in production and value-added refining, processing, and manufacturing of natural resources.

All work performed under this Agreement and all Services of Consultant shall be accomplished in accordance with any applicable rules, regulations, laws, administrative directives or orders. Consultant shall perform all services in a professional and ethical manner, always keeping in mind that Consultant is representing Campbell County government and its Board of Commissioners and consultant shall not act in any manner which would cause disparagement to County.

Consultant is responsible for complying with any applicable licensing, registration, or reporting requirements, including those related to lobbying.

Carol Seeger, Commissioners' Administrative Director, or her future replacement or designee shall be the primary point of contact for Consultant on behalf of County in Consultant's performance under this Agreement.

2. TERM AND TERMINATION.

2.1 The term of this Agreement will begin with the Effective Date and terminate on June 30, 2021, unless earlier terminated as provided in Section 2.2 below. At the end of this term, the Agreement will renew under the existing terms of this Agreement for successive one (1) year periods of time (the "Renewal Term") unless either party gives the other party notice of its intent not to renew at least 30 days prior to the end of the current term.

2.2 County may, with or without cause and for its convenience, terminate this Agreement in its entirety immediately upon written notice of 60 days to Consultant at the address set forth above or as may be amended.

2.3 Upon termination as set forth above, County shall pay Consultant for Services completed up through the date of termination. In the event the Services provided by Consultant are found to be unacceptable, then County will have no obligation to compensate Consultant for the unacceptable portion of such Services.

3. INVOICING & PAYMENT.

3.1 County shall pay Consultant at an hourly rate of \$110 per hour (the "Hourly Rate") for the Services to be performed under the terms of this Agreement. Consultant shall not exceed 50 hours of work per month without the express written consent of County.

3.2 Consultant shall provide a monthly invoice detailing the specific work performed and time devoted to each identified task.

3.3 Travel exceeding 300 miles per month, hotel, meal, and airline fees incurred by Consultant in performing Services under this Agreement directly on behalf of County shall be reimbursed at rates established in accordance with the adopted policies of County for its employees.

3.4 Consultant shall invoice County monthly by the 10th day of each month with an itemized accounting of work performed and expenses, if any, incurred. County shall remit payment to Consultant within forty-five (45) days of receipt of the invoice for all approved costs and expenses.

3.5 In the event that the County disputes an invoice or amount within an invoice or work completed for which an invoice is delivered, the County shall notify Consultant in writing within thirty (30) days and may withhold payment of any disputed portion of the invoice until Consultant and County have resolved such dispute.

4. TIME. Time is of the essence of this Agreement. Consultant agrees to complete the Services in accordance with the schedule established in consultation with County.

5. INDEMNITY. To the fullest extent permitted by law, Consultant and County will indemnify, defend and hold harmless the other, and Consultant shall indemnify, defend and hold harmless the County from and against any and all claims, actions, suits, proceedings, costs, expenses (including reasonable attorneys' fees), damages, and all other liabilities arising out of or in connection with (a) the negligent acts or omissions of Consultant in the performance of Services and obligations under this Agreement; or (b) the failure of Consultant to comply with its obligations and responsibilities hereunder; or (c) any misrepresentation by Consultant herein. The obligations and duties contained in this Section will survive completion of Services and/or termination of this Agreement.

6. INSURANCE. Consultant will procure and maintain, at its sole expense, during the life of this Agreement, the following insurance coverages to protect the Indemnified Parties against liability related in any way to Consultant's performance hereunder:

- (a) Commercial General Liability insurance coverage limits of not less than \$1,000,000 per occurrence and in the aggregate, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract);
- (b) Commercial Auto Liability insurance coverage limits of not less than \$250,000 single occurrence and \$500,000 combined aggregated limit for bodily injury and \$100,000 for property damage, extending to all owned, hired, and non-owned vehicles;

Immediately upon signing this Agreement and prior to performing any Services hereunder, Consultant shall provide County with acceptable certificates of insurance evidencing that the insurance required herein has been obtained and limits of insurance are in full force during the term of this Agreement. The certificates of insurance must show a thirty (30) day notice prior to cancellation, termination or material alteration of said policies and name the Indemnified Parties as additional insureds on all policies.

Consultant shall require its insurance carriers to waive rights of subrogation against County. All Consultant insurance shall be primary with respect to the interest of the County, and any other insurance maintained by any of them is excess and not contributory with the insurance required of Consultant. Upon request of County, Consultant will provide copies of any and all insurance policies.

7. INDEPENDENT CONTRACTOR STATUS. Consultant expressly represents and warrants to County that it is not and the parties agree that it will not be construed to be an employee or agent of the County and that its status is that of independent contractor solely responsible for its acts or omissions. The conduct and control of the Services will lie solely with Consultant. As an independent contractor, Consultant is not authorized to enter into contracts or agreements or otherwise create obligations to third parties on behalf of the County. In performing the Services under this Agreement, Consultant will be and remain an independent contractor with the sole responsibility to pay any state, federal, or local income tax and no county benefits other than the compensation set forth in this Agreement will be offered or available to Consultant. Consultant will not hold itself out as an agent of County except as otherwise specifically directed by County. Consultant will be responsible for all compensation of any and all personnel expenses except as specifically provided for under this Agreement.

8. NONDISCLOSURE AND OWNERSHIP OF WORK. Consultant acknowledges and agrees that all information provided to it by County and obtained by Consultant in connection with the rendering of Services under this Agreement shall be deemed confidential and proprietary information of County. Consultant shall not disclose such information obtained or created by Consultant except in the performance of its duties under this Agreements. All files, documents, reports, and data prepared by Consultant in performing Services for the County under this Agreement shall become the property of County.

8.1. No License. Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information.

9. PROPERTY & INFRINGEMENT. Consultant hereby agrees to assign, transfer and convey to County, all of Consultant's right, title and interest in and to any and all work product(s) created (individually or with others) pursuant to this Agreement. Further, Consultant warrants that the Services performed and the work product provided hereunder will not violate, restrict, or conflict with any existing legal obligation, or infringe upon the legal rights of third parties, including, but not limited to, property, contractual, employment, trademark, trade secrets, copyright, patent, proprietary information and non-disclosure rights.

10. NO PUBLICITY. Consultant will not, without the prior written consent of County, make any news release, public announcement, denial or confirmation of this Agreement, its value, or its terms and conditions, or in any other manner advertise or publish this Agreement, its value, or its terms and conditions. Nothing in this Agreement is intended to imply that County will agree to any publicity whatsoever, and County may, in its sole discretion, withhold its consent to any publicity.

11. NOTICES. Notices required to be given under this Agreement shall be in writing and either delivered personally or sent by overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested, to the respective party at the address above, or to such other address as may be provided by amendment to this Agreement.

12. CONFLICT OF INTEREST. Consultant understands it owes a professional responsibility to County and that it presently has no interest nor will it acquire any direct or indirect interest that would conflict with its performance under this Agreement. Consultant shall disclose other clients for whom Consultant performs work.

13. MISCELLANEOUS.

13.1 GOVERNING LAW AND PERFORMABILITY. The laws of the State of Wyoming will govern the interpretation, validity and construction of this Agreement, excluding conflict of law provisions, with venue vested in the Sixth Judicial District, Campbell County, Wyoming. The provisions of this Agreement are severable and if any of these provisions shall be held by any court of competent jurisdiction to be unenforceable, such holding shall not affect or impair any other provision hereof.

13.2 DISPUTE RESOLUTION. In the event of a dispute, the parties will use their best efforts to resolve the dispute amicably within thirty (30) days. Thereafter, either party shall have the right, but shall not have the duty or obligation, to refer the matter to a court of competent jurisdiction in Campbell County, Wyoming, for final and binding resolution.

13.3 SUBCONTRACTING; ASSIGNMENT. Consultant will not subcontract any portion of the Services without the prior written approval of County, which will not be unreasonably withheld, and will remain fully liable to County for (a) the portion of the Services performed by its approved subcontractors, and (b) the acts and omissions of its approved subcontractors. Neither this Agreement or the rights and obligations thereunder, may be delegated, transferred, or assigned, in whole or in part, by Consultant without the prior written consent of County.

13.4 BINDING EFFECT. This Agreement will be binding upon and will inure to the benefit of the parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns. Except as otherwise specifically provided, this Agreement is not intended and will not be construed to confer upon or to give any person other than the parties any rights or remedies.

13.5 WAIVER. The waiver by County of a breach of a provision of this Agreement by Consultant will not operate or be construed as a waiver of any subsequent breach by Consultant.

13.6 ENTIRE AGREEMENT; AMENDMENT. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all previous agreements of the parties. There are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement. This Agreement may not be amended, waived, changed, modified or discharged except by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written. The parties are known to one another and have the authority to sign this Agreement as indicated by the by-laws of their respective business organizations. Each party fully understands the agreement.

County:

Campbell County, Wyoming

By:

D.G. Reardon

Its: Chairman, Board of County Commissioners

Consultant:

Waypoints Wyoming, LLC

By:

Jim Ford

Its: Managing Member

Attest:

Susan F. Saunders
Susan F. Saunders, Campbell County Clerk

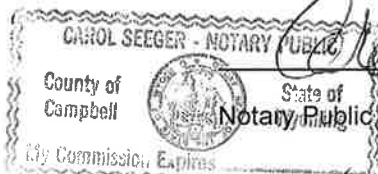
STATE OF WYOMING

}
} ss.
}

County of Campbell

This instrument was acknowledged before me this 19th day of JUNE, 2020, by Jim Ford as the managing member of Waypoints Wyoming, LLC.

WITNESS my hand and official seal.



My Commission expires:

12/29/23

The following page(s) contain the backup material for Agenda Item: [9:35 Request for Change in Position Allocation, CDS](#)

Request for Change in Position Allocation – Additional Position

Current Classification Title of position if applicable: Bus Assistant Band/Range 101

Suggested Existing Classification Title for position: Bus Assistant/Food Service Worker Band/Range 101

Department Requesting Change in Allocation: Children's Developmental Services

Explain Request for Change in Allocation and effect on the budget: The elimination of the Food Service Worker position in 2020 has created challenges for the Kitchen Manager to accomplish her job requirements. We are requesting to allocate five (5) additional hours/week to the Bus Assistant position, which is currently a 20 hour/week position. The additional hours will be used to help with breakfast dishes and lunch prep. The increase in hours will add \$4,619 to the budget, we intend to use funds from unused personnel to cover the increase.

Department Head Signature: [Signature] Date: 11/8/2021

Submit this document to Human Resources/Risk Management Director for review. HR Director will forward to Budget Officer for review. Budget Officer will forward to the Commissioners for approval. Please attach a list of actual job tasks to be performed and estimate the effect on the budget by Fiscal Year include source of funding.

Human Resources Review Date: 11 - 10 - 2021

Request is: to Forwarded _____ Returned _____

Reason for action: I agree with the request

Human Resources Signature: [Signature]

Budget Officer Review Date: _____ - _____ - _____

Request is: _____ Forwarded _____ Returned _____

Reason for action: _____

Budget Officer Signature: _____

County Commissioners Review Date: _____ - _____ - _____

Request is: _____ Approved _____ Denied _____

Chairperson Signature: _____ Date: _____

Distribution of Finalized Form: Original-HR; Copy-Classification File; Copy-Department Head

The following page(s) contain the backup material for Agenda Item: [9:40 COVID Vaccine Outreach & Education Service Agreement, Sylvestri](#)

Campbell County Public Health COVID-19 Vaccine Outreach and Education Service Agreement

This Vaccine Outreach and Education Service Agreement (Agreement) made and entered into as of this 16th day of November, 2020, by and between Campbell County, Wyoming on behalf of Campbell County Public Health (Client) and Sylvestri Customization Inc., a Wyoming limited liability company (Contractor). The Contractor will perform project services for Client in connection with Client's interests in the State of Wyoming and conduct the work described below.

1. The scope of work performed by Contractor (Work) is more specifically set forth on Exhibit A, attached hereto and incorporated herein. Contractor shall complete all the work in accordance with all applicable laws, rules, regulations, administrative directives and orders. Contractor will perform professionally and will not engage in improper or unethical methods to complete the work.
2. In performing the services hereunder, Contractor will be and remain an independent contractor with control over the manner in which Contractor performs such services. Contractor will not hold himself out as an agent of Client except as directed by Client. Contractor will be solely responsible for all compensation of his personnel and indemnifies Client from any claim from any state, federal or local income or employment taxes required to be withheld with respect to such employees.
3. Contractor shall be compensated as outlined in Exhibit B, attached hereto and incorporated herein.
4. Client or Contractor may terminate the work for any reason upon thirty (30) days written notice to the other party, without liability or penalty to either party. No cancellation charges shall be payable to Contractor. The cancellation or termination of this Agreement will not affect Client obligation to pay for expenses and services rendered prior to such notice of cancellation or termination nor Contractor's obligations respecting indemnification of Client protection of confidential information or the surrender of Client property.
5. Either party may terminate this Agreement upon material breach of the terms or conditions after ten (10) days written notice.
6. Contractor shall indemnify, defend, and hold Client and its commissioners, trustees, directors, officers, agents, representatives, and employees harmless from and against all debts, demands, claims, costs, damages and causes of action, including without limitation attorneys' fees, arising in connection with (a) the acts, errors, omissions, conduct, or operations of Contractor or any of its officers, sub-contractors, agents, or employees; or (b) any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement; or (c) any violation of any federal, state, or local laws, rules, or regulations.
7. Neither this Agreement nor any other rights or obligations under this Agreement shall be assigned or otherwise transferred by or without the prior written consent of the non-assigning party.
8. Contractor will not make any payments to any third party who Contractor has reason to know are illegal in any applicable jurisdiction or otherwise participate in any illegal activity in connection with the services performed hereunder.
9. This Agreement and the documents incorporated herein constitute the complete Agreement and supersede all prior agreements or understandings, written or oral, between the parties, concerning the subject matter hereof.
10. This Agreement will be construed under the laws of the State of Wyoming, disregarding the conflict of law principles thereof.
11. If any portion of this Agreement is held invalid or unenforceable, the remaining provisions will remain in effect.

**Campbell County Public Health COVID-19 Vaccine Outreach
and Education Service Agreement**

12. Contractor will be responsible for payment of all applicable taxes to local, state and federal governments.
13. Term of this contract shall be November 16, 2021 through December 30, 2021, unless extended by amendment to this Agreement prior to such date.
14. Client does not waive governmental immunity and all defenses available to it pursuant to W.S. 1-39-101 et. al. All remedies at law, in equity, by statute or otherwise shall be cumulative and may be enforced concurrently herewith or from time to time, and the election of any one or more shall not constitute a waiver of the right to pursue other available remedies.
15. If the previous accurately reflects your understandings of our agreements, please so signify by signing and returning this letter to the undersigned.

ACCEPTED AND AGREED:

SYLVESTRI CUSTOMIZATION INC.

By: _____

Its: _____

Date: _____

CAMPBELL COUNTY, WYOMING

By: _____

Its: _____

Date: _____

Campbell County COVID-19 Vaccination Outreach and Education

Confidential Do Not Duplicate



to avoid local trolls and strong, negative personalities using the comment section to spread false information and/or combat pro-social norming of vaccines.

All demographics will be geo targeted with for Campbell County including the zip codes:

- 82716
- 82717
- 82718
- 82725
- 82727
- 82732
- 82731

16 to 25-Year Old Males:

With a penchant for excitement and invincible to everything dangerous, why would this demographic even consider getting vaccinated? The answer is *for control*. This group hates being told what to do and often will do the exact opposite in spite of authority. However, this group does seriously consider peer thoughts and opinions via friends, social media, and influencers.

Platforms:

- Facebook
- Instagram
- Snapchat
- YouTube
- TikTok
- Google Display Ads (game apps, popular websites, etc.)

Delivery:

Through the power of direct targeting in social and digital platforms, we can combine a message that empowers this group to take on the challenge on their terms. Harnessing their rugged independence for autonomy and creating a blanket of positive social support in favor of COVID-19 vaccination. Additionally, messaging will be tailored for delivery in non-peak event times to limit concerns of short-term side effects and the accompanied Fear Of Missing Out (FOMO). We will conduct target-message outreach during times and in locations that are convenient and minimize any potential social downtime.

16 to 25-Year Old Females:

Ready to take on the world and every challenge it can throw at them, Campbell County girls can be tough-as-nails and as soft-as-chalk depending on the setting and challenge at hand. How do you shape the message in a format that makes these ladies want to roll up their sleeves and get





the COVID-19 shot? We frame it in a context of social inclusion and a challenge they can overcome.

Platforms:

- Facebook
- Instagram
- Snapchat
- YouTube
- TikTok
- Google Display Ads (game apps, popular websites, etc.)

Delivery:

Through the power of direct targeting in social and digital platforms we can combine a message that empowers this group to view the COVID-19 in a very socially-driven viewpoint. Illuminating this group's general compassion for others and ability to overcome anything thrown their way is the key to connecting on an actionable level. Once again, messaging will be tailored to delivery in non-peak event times to limit concerns of short-term side effects and the accompanied (FOMO). We will target message outreach during times and in locations that are convenient and minimize any potential social downtime.

25 to 45 Year-Old Males:

COVID-19 has taken so much from this group, so isn't it time they take back their power?! Highlighting this demographic's desire for adventure and living life to the fullest, we can frame COVID-19 vaccination as the key piece to them fully enjoying life once again. We will get them to envision watching their sons playing sports, going to their daughters' dance recitals, attending neighborhood barbecues, meeting up with their buddies and family members at the lake, etc.

Platforms:

- Facebook
- Instagram
- YouTube
- Google Display Ads (game apps, popular websites, etc.)

Delivery:

Through the power of direct targeting in social and digital platforms, we can combine a message that empowers this group to view COVID-19 through a lens to empower themselves and their family. Additionally, messaging will be tailored to stress that positive outcome offsets the minimal side effects. Plus, they have the ability to schedule their vaccinations around work, family and recreational activities.

25 to 45 -Year Old Females:



Campbell County COVID-19 Vaccination Outreach and Education

Confidential – Do Not Duplicate



With children of all ages, work, household duties, errands, extended family gatherings, friendships, and everything else on their plates do they have the time to get sick with COVID? Of course not! Highlighting the many obligations and high-contact areas this demographic is subject to, we will be able to solidify a narrative of acceptance and desire to avoid the serious repercussions of becoming ill. Others from this demographic, especially with similar hobbies and commitments (i.e., young children, social commitments) can play a huge role in best practices and acceptance of new ideas for themselves and their families.

Platforms:

- Facebook
- Instagram
- Snapchat
- Pintrest
- YouTube
- Google Display Ads (game apps, popular websites, etc.)

Delivery:

Through the power of direct targeting in social and digital platforms, we can combine a message that also empowers this group to view COVID-19 and its vaccination to empower themselves and their family. Additionally, messaging will be tailored to promote the minimal side effects and ability to schedule around work, family and social commitments.

45 to 65-Year old Males:

They're still feeling pretty young and healthy, and are not going to let a doctor jab them with a needle full of chemicals, right? So, what if the COVID-19 vaccine was safer than a Big Mac, less risky than sliding into first base on the softball league or hitting golf balls at the driving range? No-doubt it's less risky than hanging with the guys at the local watering hole. The fact is, this demographic must understand their ability to take a very simple step to protect themselves (and their family) from the potentially catastrophic outcomes of contracting COVID. Empowering these men to make the choice on *their terms* (not the government's or their families' terms). What guy wouldn't want to ensure their safety and health, so they can continue to be the life of the party for years to come?

Platforms:

- Facebook
- YouTube
- Google Display Ads (game apps, popular websites, etc.)

Delivery:

Connecting with this group regarding the general availability and convenience is key. Reducing stumbling blocks in the last mile to avoid the fear and possibility of turning back once they make the decision to get the shot.





45 to 65-Year Old Females:

Moments missed, ball games and fitness classes cancelled, connections lost. This group can't stand the thought of missing another day of full activities and the things that make life so special. The good news is they don't have to! With the power of a shot or two, this demographic can be back in their prime, keeping everyone in the loop and the show rolling. There is a huge opportunity of impacting many while gaining buy-in from this high decision-making demographic. Statistically, females in this age group have shown to be much more receptive to COVID-19 vaccines; therefore, they can play a key influencer role with other ages and demographics.

Platforms:

- Facebook
- YouTube
- Pinterest
- Google Display Ads (game apps, popular websites, etc.)

Delivery:

Connecting with this group on the convenience of speedy vaccinations, ease of scheduling around their commitments and importance of their general health and wellbeing is key. Reducing any possible deterrents that may come into play—whether a fear of possible side effects or juggling one more thing on their to-do list will be considered as we deliver the best possible messaging to these important decision-makers. Additional information and support will be expressed to confirm their pro-vaccine and public health stance.

Addressing Questions:

As noted in the Audience Segmentation, outreach is going to hinge on providing a local, honest, and authentic voice, while also calculated to avoid the pitfalls of having social posting overrun with counter arguments and narratives, especially non-factual based. To alleviate this, and provide insight into good natured questions, we will create a Frequently Asked Questions (FAQ) microsite that is easy to access and can collect and filter questions. This will provide an interactive forum for health professionals and the public to dispel negative notions and maintain a local connection.

The microsite will be tagged on all postings as well as disabled comment sections as a point of contact.

Questions will be filtered and reviewed from our team and sent on for review and response to Campbell County Public Health after verifying authenticity to minimize spam and wasted time.

Cross Platforms:

All graphics and materials will be produced in a manner that will allow for multimedia reproduction including newspapers, movie theaters, billboards, digital publications, etc. The





Sylvestri Customization team will work with the intended platform to match dimensions, appropriate style and best message based on the intended demographic reach.

Review and Approval:

All copy, creative, and content will be submitted via email to the designated Campbell County Public Health official for review and approval prior to publishing. All ads will be produced with a minimum 7 business-day lead time for review and approval.

Deliverables:

Over the 44-week campaign, the Sylvestri Customization team will produce a minimum of 2 custom advertisements for cross platform use weekly and a total catalog of at least 100 unique ads. Additionally, all necessary platforms and advertisement channels and platforms will be established and verified.

Outreach outcomes and reports with the following information and metrics will be shared on the 15th of each month with comprehensive reviews quarterly with the Campbell County Public Health team to ensure education and resource outreach alignment.

Reports to include but not limited to:

- Reach
- Impressions
- Impression frequency rate
- Engagements
- Click through rate
- Platform
- Device
- Audience age
- Audience gender
- Audience location

Pricing:

By leveraging social and digital outreach tools we will be able to maximize the effectiveness in targeted outreach and focus the corresponding message with the proper demographic target.

Target Audience	Weekly Outreach Budget
16 to 25-Year Old Males	\$200
16 to 25-Year Old Females	\$200
25 to 45 Year-Old Males	\$200
25 to 45 Year-Old Females	\$200
45 to 65 Year-Old Males	\$200



Campbell County COVID-19 Vaccination Outreach and Education

Confidential – Do Not Duplicate



45 to 65-Year Old Females	\$200
Total:	\$1,200

Timeline:

The campaign will begin on August 1st, 2021 and run through June 30th, 2022. Strategies, content, and outcomes will be reviewed on a monthly basis (15th of each month) with comprehensive quarterly reports and presentations.

Ownership:

All content produced will be owned by Campbell County Public Health. Developed material reproduction or sale is prohibited. Sylvestri Customization reserves the right to include images and links within our portfolio to showcase our work.

Cancellation:

Either Party may terminate this Agreement on 30 days written notice. In the event both Parties wish to mutually terminate this Agreement, the date of termination shall be as agreed by the Parties without regard to the notice provision. In the event this Agreement is terminated, Sylvestri Customization shall work with Campbell County Public Health to facilitate an orderly transition of work in progress.



Campbell County Public Health COVID-19 Vaccine Outreach
and Education Service Agreement

**EXHIBIT B
COMPENSATION**

1. Contractor shall be reimbursed for actual expenses incurred based on the proposed activities outlined in Exhibit A.
2. Client will not be billed for routine office expenses on the part of Contractor.
3. The Contractor's compensation is not dependent upon the success or failure of any undertaking under this Agreement. However, Contractor is required to provide a best effort in executing the scope of work outlined in Exhibit A.
4. Contractor will submit a monthly invoice to Client for Work completed in the prior month no later than the Third Friday of each month, including submission of bills and receipts for expenses incurred, that will be payable as soon as practicable after receipt, but no later than 45 days.
5. Contractor understands the Vaccine Outreach and Education activities are funded solely through a federal grant. The current funding agreement is set to expire December 30, 2021. In the event the Client is notified by the State of Wyoming Department of Health, that the funding agreement is extended beyond December 30, 2021, an amended agreement may be negotiated between the Client and Contractor. All expenses for services provided through December 30, 2021, shall be invoiced to the Client no later than January 31, 2022.
6. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by Client are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Client shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding.

The following page(s) contain the backup material for Agenda Item: [9:45 COVID Vaccine Outreach & Education Service Agreement, OC Equity](#)

Campbell County Public Health COVID-19 Vaccine Outreach and Education Service Agreement

This Vaccine Outreach and Education Service Agreement (Agreement) made and entered into as of this 16th day of November, 2021, by and between Campbell County, Wyoming on behalf of Campbell County Public Health (Client) and OC Equity, LLC, a Wyoming limited liability company (Contractor). The Contractor will perform project services for Client in connection with Client's interests in the State of Wyoming and conduct the work described below.

1. The scope of work performed by Contractor (Work) is more specifically set forth on Exhibit A, attached hereto and incorporated herein. Contractor shall complete all the work in accordance with all applicable laws, rules, regulations, administrative directives and orders. Contractor will perform professionally and will not engage in improper or unethical methods to complete the work.
2. In performing the services hereunder, Contractor will be and remain an independent contractor with control over the manner in which Contractor performs such services. Contractor will not hold himself out as an agent of Client except as directed by Client. Contractor will be solely responsible for all compensation of his personnel and indemnifies Client from any claim from any state, federal or local income or employment taxes required to be withheld with respect to such employees.
3. Contractor shall be compensated as outlined in Exhibit B, attached hereto and incorporated herein.
4. Client or Contractor may terminate the work for any reason upon thirty (30) days written notice to the other party, without liability or penalty to either party. No cancellation charges shall be payable to Contractor. The cancellation or termination of this Agreement will not affect Client obligation to pay for expenses and services rendered prior to such notice of cancellation or termination nor Contractor's obligations respecting indemnification of Client protection of confidential information or the surrender of Client property.
5. Either party may terminate this Agreement upon material breach of the terms or conditions after ten (10) days written notice.
6. Contractor shall indemnify, defend, and hold Client and its commissioners, trustees, directors, officers, agents, representatives, and employees harmless from and against all debts, demands, claims, costs, damages and causes of action, including without limitation attorneys' fees, arising in connection with (a) the acts, errors, omissions, conduct, or operations of Contractor or any of its officers, sub-contractors, agents, or employees; or (b) any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement; or (c) any violation of any federal, state, or local laws, rules, or regulations.
7. Neither this Agreement nor any other rights or obligations under this Agreement shall be assigned or otherwise transferred by or without the prior written consent of the non-assigning party.
8. Contractor will not make any payments to any third party who Contractor has reason to know are illegal in any applicable jurisdiction or otherwise participate in any illegal activity in connection with the services performed hereunder.
9. This Agreement and the documents incorporated herein constitute the complete Agreement and supersede all prior agreements or understandings, written or oral, between the parties, concerning the subject matter hereof.
10. This Agreement will be construed under the laws of the State of Wyoming, disregarding the conflict of law principles thereof.
11. If any portion of this Agreement is held invalid or unenforceable, the remaining provisions will remain in effect.

Campbell County Public Health COVID-19 Vaccine Outreach
and Education Service Agreement

12. Contractor will be responsible for payment of all applicable taxes to local, state and federal governments.
13. Term of this contract shall be November 16, 2021 through December 30, 2021, unless extended by amendment to this Agreement prior to such date.
14. Client does not waive governmental immunity and all defenses available to it pursuant to W.S. 1-39-101 et. al. All remedies at law, in equity, by statute or otherwise shall be cumulative and may be enforced concurrently herewith or from time to time, and the election of any one or more shall not constitute a waiver of the right to pursue other available remedies.
15. If the previous accurately reflects your understandings of our agreements, please so signify by signing and returning this letter to the undersigned.

ACCEPTED AND AGREED:

OC EQUITY, LLC

By: _____

Its: _____

Date: _____

CAMPBELL COUNTY, WYOMING

By: _____

Its: _____

Date: _____

OUTLIERS

CREATIVE

PROPOSAL

October 26, 2021

Ivy McGowan Castleberry
Campbell County Public Health
2301 S. 4-J Road
Gillette, Wyoming 82718

Via email to
ijm50@ccgov.net

Re: *Campaign to Change Attitudes towards COVID-19 Vaccinations, Increase Public Awareness, Dispel Misinformation, and Increase Vaccination Numbers –
UPDATED (from original of 7/30/2021)*

Dear Ms. McGowan Castleberry:

It is with pleasure that OC Equity, LLC (“**Outliers**”) presents this updated Proposal (the “**Proposal**”) to Campbell County Public Health (“**Client**” or “CCPH”) for the above-referenced project.

Our approach to this project is unique and focused beyond simply promotion and advertising. Our proposal requires significant efforts by CCPH to be successful. Our team wants to work with your group collaboratively and as partners to increase vaccination rates in our community and advertising and promotion alone will not meet the challenge of the task.

In our experience, marketing and promotion is more art than science. In this case, the task is complicated by misinformation and a need to speak clearly and with one voice. We utilize our knowledge, experience, and the trends we see as Campbell County’s most active news/social media destination to inform our decisions. We also adjust our campaigns and the mediums we recommend based upon results and our individual clients.

Our Shared Goals

The goals of our campaign with CCPH are:

- Answer questions regarding COVID-19 and COVID-19 vaccinations
- Decrease COVID-19 vaccine hesitancy
- Dispel COVID-19 vaccine misinformation
- Increase percentage vaccinated against COVID-19
- Intelligently target audiences which are more open to receiving a COVID-19 vaccination
- Develop community buy-in

[remainder of page left intentionally blank]



Our Plan

The first step in our process is a meeting between CCPH and Outliers to set broad goals and metrics for the campaign. Outliers' campaign will require:

- Expanded partnerships between CCPH and other agencies, including major employers
- CCPH staff to work some evenings and weekends and offsite
- Coordinated messaging overseen by Outliers
- Policy buy-in to increase the effectiveness of Outliers' efforts
- *Coordination with your chosen social media contractor to ensure consistent messaging across all platforms*

In conjunction with these efforts from you and your partners, Outliers will:

- Unify the "brand" of COVID-19 vaccination efforts in Campbell County
- Produce question/answer videos, posts (*website and media – not social media*), and other media for dissemination through the community
- Develop a one-stop COVID-19 information/vaccination website for information
- Identify and then work with people and groups of influence to "tell the story"
- ~~Increase the presence of social media that is accurate about COVID-19 and the COVID-19 vaccinations~~
- Make recommendations for advertising and promotions that fit your budget
- Contract for advertising and promotion approved by CCPH (see sample budget)
- Setup opportunities for community dialogue about COVID-19 and the COVID-19 vaccines
- Develop an abbreviated brand guide and campaign
- Develop brand supporting materials (signage, iconography, social media, website, video, print materials)
- Remember that less is always more
- Coordinate graphics and imagery with your advertising and marketing vendors
- Assist with scripts and supporting materials for radio and similar advertising
- Evaluate the effectiveness of paid advertising and marketing and adjust the campaign as necessary
- *Coordinate with your chosen social media contractor*

An effort of this scale is complicated. It isn't quick. We are fighting a headwind of misinformation and resistance that it will take some time to overcome. We need to make decisions knowing that results may be weeks or more out. We will also need to continue to adjust as we go and see results from our shared efforts.

We also won't be able to do everything at once. Our team will advise which efforts are immediately necessary to get things on track while we work towards the larger goals over time.



Our Vision

Outliers envisions a campaign that:

- Answers questions for those on the fence
- Makes vaccination easy for those who are considering vaccination, but have not made the time
- Takes the answers to people in a direct format, as opposed to just via social media and advertising
- Uses key spokespeople who can speak to the need and communicate clearly
- Changes opinions of the most extreme over time, focusing on those on the fence and who have not made the time first

How the Vaccine is Delivered Drives the Message

Our expertise is on messaging, but the messaging for this project is driven by how the vaccine is delivered. Though we have modified this proposal to eliminate on-site vaccination clinics within the community, we still see value in opportunities for vaccines outside of traditional public health office hours. Therefore, we recommend at least four evening clinics per month and three weekend clinics per month (two Saturdays, one Sunday). These dates should still be promoted through the methods identified within this Proposal.

Additionally, should vaccine hesitancy continue to remain high, vaccination rates remain low, and COVID-19 community spread remain high, it may become necessary to revisit our plans for clinics within the community. Our recommendations on messaging for and locations of community vaccination clinics has been pulled from this Proposal and included as Appendix A.

Community Buy-In

Medical Community

A substantial effort should be placed towards receiving endorsements from local primary care physicians. The endorsements from these physicians can be messaged via social media, video, and in other forms. Data has shown a strong correlation between support from an individuals' primary care physician and that individual choosing to receive a COVID-19 vaccination. People want to put a local face on their shot, instead of a national one or somebody they see in a TV commercial.

Providing materials for local physicians to distribute to their patients at appointments that answer basic questions and let patients know how simple it is to receive a vaccination should also be provided. To make it simpler for providers, we recommend providing them the information pages in notepad format, so they can simply tear one off and hand it off as easily as they do a prescription.



The definition of provider should be expanded beyond just primary care physicians when it comes to the distribution of materials. Including physical therapists and other providers expands both the base of distribution and helps to provide another local face for people to see supporting vaccination efforts.

Asking local pharmacies to distribute vaccine information should also be explored, and if acceptable to the pharmacies, materials in pad format should be provided.

Faith-Based Community

National data has shown a positive association between endorsements from leaders within the faith community and increasing vaccination rates. Outliers recommends an outreach effort to leaders in the faith community to see which religious leaders may be willing to speak favorably about vaccinations and which may also be willing to distribute information to their congregations.

Additionally, outreach through religious organizations may be an opportunity to reach minority populations that are more difficult to reach through traditional media. For example, several churches have very large Spanish-speaking congregations. Reaching those audiences via an organization or individual they trust will likely yield positive results.

Business Community

Along with endorsements and support from local physicians, medical providers, and faith-based leaders, messages encouraging vaccination from prominent business owners/representatives (both in terms of number of employees and community visibility) should be pursued. Business leaders drawing attention to both the potency and communicability of the Delta variant and the threats that a large unvaccinated population brings to their ability to stay open, along with the impacts to our local economy from any necessary shutdowns, could provide a powerful motive for people to get vaccinated.

Businesses can be provided with window clings (think Cowboy Joe Club member stickers) encouraging vaccination and “doing your part,” while restaurants can be provided with pens for customers paying by credit card with a simple message like, “Help Us Stay Open. Get Your COVID-19 Vaccination.”

Individual Citizens

Our team also sees benefit in allowing citizens the opportunity to show their support for vaccination, but we think that the commentary and attacks from some of the most extreme may make some reluctant. Though there is still value in pursuing this opportunity, we should be prepared for lower participation than we all may hope to see.



Opportunities of this type would include the development of vaccination-supportive t-shirts and yard signs that citizens can take upon receiving their COVID-19 vaccination from a participating provider.

Messaging

A large part of this campaign will involve messaging. The content developed as part of the campaign will be designed to be as versatile as possible in order to be used across different mediums and in multiple forums.

Video

Outliers plans to produce video encouraging vaccination with local physicians, business leaders, faith leaders, and others that can be shared via social media and through ads on Facebook, YouTube, and other platforms. The ads will be updated periodically to keep the faces fresh and to keep the content relevant. Our initial plans are to focus the messaging in this area around “doing it for your community,” with local faces showing support for vaccination. Branding like “Campbell County Strong” may be considered as well. We intend to use faces from across the political spectrum to avoid politicizing what is already an overly political discussion.

Video will also be used extensively to answer common questions regarding COVID-19 vaccinations. The questions/answers will be short and encourage viewers to find additional information on the campaign’s social media channels or website. Topics of focus would include, but not be limited to:

- Vaccination development (timeline, FDA approval, etc.)
- Breakthroughs
- What the goal of vaccination is (it may not prevent you from contracting COVID-19, but it will decrease your likelihood of having a serious case)
- How herd immunity works
- Why COVID-19 isn’t like the flu
- Why it’s important for adults to get vaccinated since those under 12 cannot
- Pregnant mothers
- Masks vs. vaccinations
- Side effects

Video from those who have received a COVID-19 vaccination talking about their own side effects, again from recognizable local faces, will also be used to bring credibility to the discussion in conjunction with #hashtags and campaign slogans and taglines. Your social media contractor will ultimately be responsible for this messaging, but Outliers will work to ensure a consistent message and the availability of media for use online.

Campaign video will be professional but will not be “slick” or overly produced. Simple video that avoids heavy effects, staging, etc. will be better received in our community than video which is too heavily produced.



Social Media

Both a combination of organic and paid advertising on social media will be necessary to reach all members of our community. In Campbell County, the best social media money is always Facebook. However, other platforms should not be ignored. Where opportunities for targeting distinct audiences with slightly different messages do exist, the option should be pursued.

We anticipate video produced as part of the campaign will be used extensively on social media. Traditional social media posts with compelling imagery will be important too.

Through the use of analytics data, campaign messaging should be adjusted as the campaign progresses.

We also advise an active approach to social media and misinformation, especially on campaign related posts. It will be important to “go Geno” on social media to direct those seeing false information or those looking for answers to campaign content that is accurate. This approach should not be antagonistic or confrontational, so much as educational and informative with links to additional information.

We have been advised that CCPH has a separate contractor whom it desires to handle social media communications. Outliers advises, however, that the messaging from the contractor be consistent with the Outliers campaign and utilize campaign materials whenever possible.

Print Materials

Print materials for physicians, churches, schools, businesses, and others will be designed and coordinated by Outliers. The campaign brand and imagery will remain consistent across all mediums and materials. When possible, all print materials will be customized for distribution and use by the applicable user (e.g. schools, churches, etc.).

Print materials will include information on COVID-19, vaccinations, and answers to common questions. Variation in layout and some content will allow for distribution through multiple channels without making content feel repetitive. Information on where to access more information and who to reach out to with questions will also be emphasized.

We recommend the development of the following print materials:

- Pads for healthcare physicians, providers, and participating pharmacies to provide to patients (information on the vaccines, phone number for more information, possible side effects, clinic location(s)).
- Materials for schools to send home with kids (targeted to parents of children 12+ and for parents directly). To be successful, this will have to be done at least three times, but it is significantly cheaper for distributing information than the mail. As vaccinations are made available for younger children, additional materials may be sent home.



- Authorization forms for students (similar to the VIP program authorization forms, a simple form to send home with students that can be signed and returned to school should be developed). The form should be sent with materials on the vaccination discussed above.
- Materials to give vaccine recipients at the time of their first vaccination reminding them of the second appointment and having common information on side effects (mounted to pads for easy use by staff). These materials may also include information on other shots offered by CCPH as part of a larger public education campaign.
- Employer-specific materials that educate on the vaccine and answer questions. These materials should emphasize that “we’re all in this together” and help employees understand how COVID-19 can be easily transmitted and how a vaccinated population will keep infections low and help keep businesses open. Blank space should be provided on the materials for local employers to add their own message or information on specific clinics. Employers should have the option to pick up print materials for their use or to access PDF files they can distribute electronically.
- Event-specific materials for different trade shows or community gatherings can help to further focus the message on different populations. By using small print runs, we can also keep information up to date and adjust for changing clinic hours, dates, etc. within periods of time.
- Materials for churches and faith-based organizations will be similar in form to those to be sent home with students, for insertion in the newspaper, or for employers. However, including space for faith-based organizations to co-brand the materials may provide for a tacit endorsement when possible.
- A piece for insertion into the Gillette News Record and Advertiser, as discussed below.

Insertions

One easy way to reach a large percentage of the community would be with an insert into both the Gillette News Record and Advertiser. The Gillette News Record insert will reach approximately 4,100 addresses and this demographic will likely differ from the more traditional social media audience being targeted through other means in this Proposal. The Advertiser insert will reach approximately 10,000 addresses in Gillette.

Our recommendation for the insertion piece would be an 11x17 tri-fold brochure that answers questions on the COVID-19 vaccine and provides information on opportunities to receive a vaccination. Given Campbell County’s long-term problems with suicide and citizen reluctance to seek mental help, devoting one panel of the brochure to suicide and mental health resources would allow the brochure to also draw attention to this important area.

Community Events

Consistent with desires of CCPH, Outliers will recommend community events where a CCPH representative being available to answer questions may be beneficial. If requested, Outliers can also coordinate booth setup/teardown and other activities for the campaign at an appropriate negotiated rate.



Community Discussions/Public Meetings

Given the need to answer questions from what could potentially be a large percentage of the population and, at least nationally, the trepidation associated with the Delta variant, we recommend hosting at least two online discussions regarding vaccinations, the Delta variant, and other related questions. We recommend the discussions be led by those medical professionals who recommend vaccination as part of the campaign, local faith leaders, and community leaders.

Depending upon how the Delta variant moves through Campbell County and whether or not we see rapidly rising caseloads, the campaign may want to offer additional discussions over the six-month period.

We have selected Webex because of its ease of use and its ability to simultaneously broadcast meetings on Facebook Live. Depending upon how many attendees we anticipate, we may need to use the Webex Events platform instead of the standard Webex Meetings platform. Participants can ask questions both via chat and also face-to-face, which we think could provide good imagery for a non-traditional face-to-face discussion.

Phone

It's important that people be able to ask questions about the vaccines and talk to a local face. We recommend including the CCPH phone number or a specific custom number (e.g. 307-688-SHOT) on all campaign materials. The goal is to have a one-call option for citizens to receive answers to common COVID-19 and vaccination questions.

CodeRed

If acceptable to Campbell County Emergency Management Agency (CCEMA), the campaign should consider the use of CodeRed for some communications.

Budget

Based upon our initial plans for the campaign, we have allocated the following budget for a sustained six-month campaign. This budget is for advertising and does not include the fees charged by Outliers, which are later addressed in this Proposal. For all placed media (radio, newspaper ads, etc.), Outliers charges a 10% management fee. Outliers does not accept commissions or payments from vendors to secure the lowest possible pricing for our clients.

We have left unallocated a portion of the budget in order to make adjustments as the campaign progresses or to explore additional opportunities which may become available.

Campaign Advertising Budget (6 months)

Purchased Media	\$ 15,340
(Gillette News-Record, Basin Radio Network, County 17, Digital Billboards)	



Social media ads and boosts (responsibility of social media contractor)	
EDDM Mailing to all addresses in Campbell County (inc. printing and postage)	9,000
Online Events (up to six) (Webex Events is Outliers' preferred platform) ¹	500
Contingency & Unallocated Advertising	4,000

Campaign Advertising – Total	\$ 28,840
------------------------------	-----------

We have also developed an initial budget for promotional items. Like advertising, this budget does not include the fees charged by Outliers. For all purchased promotional materials (t-shirts, signage, etc.), Outliers charges a 10% management fee. As part of this fee, Outliers ensures proper delivery and production of all pieces. We have elected to leave unallocated a portion of the budget in order to make adjustments as the campaign progresses or to order additional t-shirts, yard signs, or other items once we can gauge community interest.

Campaign Promotional Items Budget

T-shirts, q. 1,000	\$ 5,500
Yard Signs, q. 500	3,625
Business Items	1,400
Contingency & Unallocated Promotional Items	2,500

Campaign Promotional Items – Total	\$ 13,025
------------------------------------	-----------

Whenever possible, Outliers utilizes local vendors. We are cognizant not to overpay to stay local, but we believe that the campaign would benefit from being able to say that funds were spent locally. As part of the larger campaign's social media strategy, we plan to recognize the vendors who have participated in production of materials. In preparing this estimate, Outliers used local vendors to source all promotional items.

We have chosen to breakout printing into a separate area for this campaign. Printing may be done internally by Outliers or via outside vendors, whichever provides the lowest cost for CCPH. If done with outside vendors, Outliers 10% management fee will be incurred. Printing has been intentionally overbudgeted to allow for small runs that are customized. Even for more generic materials, we anticipate printing in smaller and more manageable runs to avoid having excess materials at the campaign's conclusion and to make needed adjustments as the campaign progresses.

¹ Outliers was unable to obtain pricing for Webex Events, but we have added this line as a placeholder. Depending upon anticipated attendance, discussions may be held with Webex Meetings, for which Outliers has existing licensing.



Campaign Printing Budget

Materials targeting the general public	7,300
Business-focused materials	1,500
Insert Materials	3,000
Healthcare-focused Materials	3,000
Contingency & Unallocated Printing	2,500

Campaign Printing – Total	\$ 17,300
---------------------------	-----------

Outliers' services are generally billed at \$95/hour for month-to-month, one-time, and non-contract work. For contract work or multi-month retainers, we decrease our billable rate to \$75/hour. Given the size of this project, we have dropped our billing rate to \$65/hour to calculate the monthly amounts for this Proposal.

Outliers Services Budget

Initial Month Campaign Management 120 total hours allocated over three staff people	\$ 7,800
Months 2-6 Campaign Management ² 40 total hours per month (\$2,600/month)	13,000
Campaign Website	3,500
Campaign Advertising – Management Fees	2,884
Campaign Promotional Items – Management Fees	1,302
Campaign Printing – Management Fees	1,730

Campaign Outliers Services – Total	\$ 30,216
------------------------------------	-----------

² Includes all coordination with schools, community members, faith organizations/churches, and other groups. Also includes graphics design, video production, etc.



Note: CCPH will have to review all materials for distribution for consistency with best available science. Outliers staff are not medical experts.

Consistent with our standard procedures, Outliers will, prior to production or transmittal to vendors of any materials or advertising media, provide “proofs” to CCPH for review and approval. CCPH shall timely respond to proof requests in order to accommodate vendor deadlines. Outliers shall require affirmative approval from CCPH before production or distribution of any materials or media and is not responsible for delays or impacts to the campaign based upon untimely responses to proof requests.

Though we have provided a detailed budget, we reserve the right to modify this Proposal and the advertising/media plan based upon results. All modifications will be coordinated with and approved by CCPH.

Conclusion

Our team focuses on getting results with the work we do. We’re excited to work with you on this important project.

To reach such a broad audience across all of Campbell County, with vaccine recipients from 12 up to 100, we’re going to have to use a lot of mediums. This proposal is broad in its approach but targeted in its tactics to reach different demographics.

The time needed to coordinate with all the spokespeople, church leaders, individual schools, medical professionals, and others for this project is shocking. Our proposal may not fully account for each and every needed hour, but our team honors our proposals and completes our work.

This proposal is a lot to digest. If you think it would be helpful to meet to go over the proposal specifics or to talk about the philosophy behind the development of our plan, please let me know. I can be reached by phone call to (307) 257-8621 or email to MAChristensen@mcllc.net.

Lastly, thank you for the opportunity to submit this proposal to your team. The work under consideration is important. We are up to the challenge and look forward to the opportunity to work with CCPH.

Sincerely,

OC Equity, LLC

Mark A. Christensen

By: Mark A. Christensen
Its: Manager



Appendix A

Community Vaccination Clinics

Should it become necessary to provide vaccination clinics within the community (as a result of continued high vaccine hesitancy, low vaccination rates, or high community spread), our team continues to see value in our initial plan for community vaccination clinics within schools, churches, and other venues. This information has been removed from the Proposal and provided for background in this Appendix A.

We Need to Take the Vaccine to the People

Should it become necessary to provide vaccination clinics within the community (as a result of continued high vaccine hesitancy, low vaccination rates, or high community spread), our team recommends taking the county and splitting it into distinct areas for both targeting and delivery of vaccinations. An easy and existing method of splitting the county would be via elementary school attendance areas. Though there are differences in demographics within a school area, some demographics can be targeted in other ways.

For example, Campbell County's vaccinations for those 65+ are better than other demographics within the county. Some of this is related to the fact that those 65+ have more existing conditions that make them susceptible to COVID-19 and death from contracting COVID-19. The mailings that this demographic would receive as part of the school area campaigns are not wasted, however. Those who are older may still choose to simply drive to their local school on the appropriate date or they may reach out based upon the mailing to CCPH to setup a shot at the clinic or to request a nurse come to their home to deliver a shot.

The school area demographic can be effectively used to target those age 25 to 45, an age group where Campbell County needs to make substantial headway in vaccinations. Furthermore, rural schools tend to involve not only parents with school-aged children, but the entire community. Effectively targeting these areas could produce good results. An example campaign to a rural-school area would look like the following:

- The date of the clinic would be coordinated with the rural school and be around an existing community gathering (e.g. School Open Houses, Holiday Programs, etc. – the goal is to make it as easy as possible for people to get the shot).
- A mailing would be sent to all households within the area approximately two weeks before the first vaccination clinic. The mailing would deliver clear and concise answers regarding the COVID-19 vaccines and provide contact information for a nurse or doctor who can answer questions.³ *People want to talk to a real medical professional they know. They are not looking to get their answers via social media and advertising. The personal touch will be more effective in assuring those on the fence than any amount of*

³ Outliers will work with our vendors to coordinate Every Door Direct Mail (EDDM) to place the information in every mailbox in the attendance area.



advertising or promotion. We would recommend a special phone number too (e.g. 307-682-SHOT).

- At the same time as the mailing, CCPH should coordinate with Campbell County Emergency Management Agency (CEEMA) to utilize the *Code Red* system to send phone calls and text messages to all those within the area advising them that the mailing has occurred, the date of the clinic, and provide a phone number and website address for more information.
- At the same time as the mailing, materials should be sent home with every student answering questions on the COVID-19 vaccinations and providing contact information for questions.
- Within three days of the clinic, materials should be sent home again with every student answering questions on the COVID-19 vaccinations and providing contact information for questions and reminding parents of the clinic.
- The clinic should have prepared information to send home with those who receive a vaccination advising of the follow-up clinic at the school and materials answering questions on the COVID-19 vaccinations for those who do not choose to receive a vaccination at that time. At least one CCPH employee in attendance should have the roll of answering questions.
- Approximately ten days before the clinic for the second COVID-19 vaccination, additional materials should be sent home with every student. For those who have already received one vaccination, the clinic will provide their second vaccination. For those who did not receive a vaccination at the first clinic, they can receive their first at this time and receive their second at CCPH.
- At the same time as the school materials are sent home, CCPH should coordinate with Campbell County Emergency Management Agency (CEEMA) to utilize the *Code Red* system to send phone calls and text messages to all those within the area advising them of the date of the second clinic and provide a phone number and website address for more information.
- At the second clinic, CCPH can distribute materials on upcoming flu shot clinics and other relevant medical opportunities (e.g. Meningitis vaccinations, shingles vaccinations, etc.).

An example campaign to a school with the goal of vaccinating students 12+ would look almost exactly like what CCPH already does for the VIP flu shot program. Both materials on the vaccinations, answering questions and providing contact information for a nurse or doctor, and a parental consent to vaccinate should be provided to every parent at their student's open house or parent-teacher conferences, whichever is most feasible for the school. Those parents who may not be able to attend the local school clinic for their own shot or who have already received the vaccine can consent to their students receiving the vaccination at that time and CCPH can deliver the shots on their own schedule at a later date.

Delivery of vaccines to adults in Wright can almost exactly mirror the process for the rural schools outlined above. Like the rural schools, Wright schools are a central organizing element for their community and a good place to both offer information outreach and deliver vaccinations.



Campaigns to areas within Gillette will follow the same process as the rural school outline above, but the reasons and method of delivery may differ. For example, the rural school vaccine clinics recognize that the schools are the central organizing element of the community. Within Gillette, the schools are less of a community organizing element than a location that it is easy for people to get to. The clinics are about accessibility in terms of location and time. For most areas, we would recommend a clinic in the evening. For some areas, Sleepy Hollow in particular, we think that a clinic held on a weekend or around Sleepy Hollow Days or other events may be more successful. However, the plan for early outreach, mailings, and connecting with the community would remain the same.

We Need to Make it Even Easier for Employers

Every employer with twenty or more employees should be able to request that CCPH send a nurse to their location to administer COVID-19 vaccinations. Those employers should be required to confirm to CCPH that at least ten of their employees will be receiving the vaccine before CCPH schedules nurses to their location to administer shots.

To assist with education, employers should have access to similar materials to those sent home with students addressing COVID-19 vaccine questions and providing contact information for a medical professional who can answer their questions. Employers may elect to pick up printed materials at CCPH or have access to digital PDF files that they can distribute digitally among their employees.

Community Gatherings are Opportunities to Communicate and Vaccinate

Bringing the message to people person-to-person is more effective than through advertising and promotion, though they have their place too. We recommend identifying several events to distribute informational materials and administer vaccinations. Outliers can assist with these events, including distributing materials, but any opportunities for interaction with the public should include a nurse who can answer questions. Again, our goal is to bring information to people face-to-face to convince those on the fence, or at least counter what they are hearing from more hardline anti-vaxxers.

Church-Based Clinics

National data has shown a positive association between endorsements from leaders within the faith community and increasing vaccination rates. Outliers recommends an outreach effort to leaders in the faith community to see which religious leaders may be willing to speak favorably about vaccinations and which may also be willing to distribute information to their congregations.

Additionally, outreach through religious organizations may be an opportunity to reach minority populations that are more difficult to reach through traditional media. For example, St. Matthews Catholic Church has a very large Spanish-speaking demographic that attends its regular



Spanish mass. Offering a vaccination clinic in coordination with the Catholic Church and Spanish mass would be an opportunity to vaccinate a large population at one time.

Those churches and religious organizations that would be willing to host vaccination clinics are a very large opportunity to increase community vaccination levels. In addition to encouraging their leadership to speak in advance of the clinic, a successful campaign would look like the following:

- The date of the clinic would be coordinated with the church and be around an existing gathering or event.
- In advance of the clinic, in coordination with the church, materials would be sent home to all congregation members answering questions on the COVID-19 vaccinations and providing contact information for questions. Branding of the materials to include the church name and logo, if acceptable to church leadership, and a message from the pastor will further help to encourage participation from members of the congregation and show as a tacit endorsement. Materials should go home approximately two weeks before the clinic and the date should be promoted via church newsletters and other materials for as long as possible.
- The clinic should have prepared information to send home with those who receive a vaccination advising of the follow-up clinic at the church and materials answering questions on the COVID-19 vaccinations for those who do not choose to receive a vaccination at that time. At least one CCPH employee in attendance should have the roll of answering questions.
- Church newsletters and communication mediums (e.g. Email, text messaging lists, etc.) should be used to remind the congregation of the second clinic. For those who have already received one vaccination, the clinic will provide their second vaccination. For those who did not receive a vaccination at the first clinic, they can receive their first at this time and receive their second at CCPH.



Campbell County Public Health COVID-19 Vaccine Outreach
and Education Service Agreement

**EXHIBIT B
COMPENSATION**

1. Contractor shall be reimbursed for actual expenses incurred based on the proposed activities outlined in Exhibit A.
2. Client will not be billed for routine office expenses on the part of Contractor.
3. The Contractor's compensation is not dependent upon the success or failure of any undertaking under this Agreement. However, Contractor is required to provide a best effort in executing the scope of work outlined in Exhibit A.
4. Contractor will submit a monthly invoice to Client for Work completed in the prior month no later than the Third Friday of each month, including submission of bills and receipts for expenses incurred, that will be payable as soon as practicable after receipt, but no later than 45 days.
5. Contractor understands the Vaccine Outreach and Education activities are funded solely through a federal grant. The current funding agreement is set to expire December 30, 2021. In the event the Client is notified by the State of Wyoming Department of Health, that the funding agreement is extended beyond December 30, 2021, an amended agreement may be negotiated between the Client and Contractor. All expenses for services provided through December 30, 2021, shall be invoiced to the Client no later than January 31, 2022.
6. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by Client are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Client shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding.

The following page(s) contain the backup material for Agenda Item: [9:50 2022 County Employee Holiday Schedule](#)

RESOLUTION NO. 2099
OF
CAMPBELL COUNTY, WYOMING

**A RESOLUTION APPROVING THE OFFICIAL HOLIDAY CALENDAR
FOR COUNTY EMPLOYEES FOR THE YEAR 2022**

WHEREAS, Personnel Guideline No. 402 of the Campbell County Personnel Guidelines provides for the observance of holidays each year as set by the Campbell County Board of Commissioners; and

WHEREAS, per Wyoming Statute § 18-3-103 as amended, county officers shall keep their offices open during the usual business hours of each day excluding Saturdays, Sundays, legal holidays and other days as established by County commissioners through resolution; and

WHEREAS, it is understood that this resolution shall not apply to all county departments as some are required to be in operation continuously.

NOW THEREFORE BE IT RESOLVED by the Campbell County Board of Commissioners, the list of holidays and other days as set forth below shall be observed during calendar year 2022 as paid days off for Campbell County employees employed at the following departments:

Airport, Assessor, Attorney, Clerk, Commissioner's, Clerk of District Court, Coroner, Extension, Fair, HR/Risk, ITS, Juvenile Probation, Parks & Recreation, Public Health, Public Works (except Landfill), Road & Bridge, Sheriff's Office, and Treasurer:

Equality Day	Monday, January 17 th
Presidents Day	Monday, February 21 st
Memorial Day	Monday, May 30 th
Independence Day	Monday, July 4 th
Labor Day	Monday, September 5 th
Columbus Day	Monday, October 10 th
Veterans Day	Friday, November 11 th
Thanksgiving Day	Thursday, November 24 th
Employee Appreciation Day	Friday, November 25 th
Christmas Day	Monday, December 26 th
New Year's Day, 2023	Monday, January 2 nd , 2023

Campbell County Public Library Systems:

Equality Day	Monday, January 17 th
Presidents Day	Monday, February 21 st
Memorial Day	Monday, May 30 th
Independence Day	Monday, July 4 th
Labor Day	Monday, September 5 th
Columbus Day	Monday, October 10 th
Veterans Day	Friday, November 11 th
Thanksgiving Day	Thursday, November 24 th
Employee Appreciation Day	Floating – to be accrued on Friday, November 25 th
Christmas Day	Monday, December 26 th
New Year's Day, 2023	Monday, January 2 nd , 2023

Campbell County Landfill:

Equality Day- Observed	Saturday, January 15 th
Presidents Day- Observed	Saturday, February 19 th
Memorial Day	Monday, May 30 st
Independence Day	Monday, July 4 th
Labor Day	Monday, September 5 th
Columbus Day- Observed	Saturday, October 8 th
Veterans Day	Friday, November 11 th
Thanksgiving Day	Thursday, November 24 th
Employee Appreciation Day	Saturday, November 26 th
Christmas Day	Monday, December 26 th
New Year's Day, 2023	Monday, January 2 nd , 2023

Campbell County Children's Developmental Services:

Equality Day	Floating – to be accrued on Monday, January 17 th
Presidents Day	Floating– to be accrued on Monday, February 21 st
Memorial Day	Monday, May 30 th
Independence Day	Monday, July 4 th
Labor Day	Monday, September 5 th
Columbus Day	Floating – to be accrued on Monday, October 10 th
Veterans Day	Floating- to be accrued on Friday, November 11 th
Thanksgiving Day	Thursday, November 24 th
Employee Appreciation Day	Friday, November 25 th
Christmas Day	Monday, December 26 th
New Year's Day, 2023	Monday, January 2 nd , 2023

Campbell County Rockpile Museum:

Equality Day	Monday, January 17 th
Presidents' Day	Monday, February 21 st
Memorial Day	Floating – to be accrued on Monday, May 30 th
Independence Day	Floating – to be accrued on Monday, July 4 th
Labor Day	Floating – to be accrued on Monday, September 5 th
Columbus Day	Monday, October 10 th
Veterans Day	Friday, November 11 th
Thanksgiving Day	Thursday, November 24 th
Employee Appreciation Day	Friday, November 25 th
Christmas Day	Floating – to be accrued on December 26 th
New Year's Day, 2023	Floating, to be accrued on January 2, 2023

RESOLVED this 16th day of November 2021.

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

Robert L. Maul, Chairman

D.G. Reardon

Del Shelstad

Rusty Bell

Colleen Faber

Attest:

Susan F. Saunders, County Clerk



2022

Proposed Holiday Calendar

Airport, Assessor, Attorney, Clerk, Commissioner's, Clerk of District Court, Coroner, Extension, Fair, HR/Risk, ITS, Juvenile Probation, Parks & Recreation, Public Health, Public Works (except Landfill), Road & Bridge, Sheriff's Office and Treasurer:

<u>Holiday</u>	<u>Date of Observance</u>
New Year's Day, 2022 - observed	Monday, January 3rd, 2022
Equality Day	Monday, January 17th
Presidents Day	Monday, February 21st
Memorial Day	Monday, May 30th
Independence Day	Monday, July 4th
Labor Day	Monday, September 5th
Columbus Day	Monday, October 10th
Veterans Day	Friday, November 11th
Thanksgiving Day	Thursday, November 24th
Employee Appreciation Day	Friday, November 25th
Christmas Day - observed	Monday, December 26th
New Year's Day, 2023 – observed	Monday, January 2nd, 2023



2022

Proposed Holiday Calendar

Campbell County Children's Developmental Services

<u>Holiday</u>	<u>Date of Observance</u>
Equality Day	Floating – to be accrued on Monday, January 17th
Presidents Day	Floating– to be accrued on Monday, February 21st
Memorial Day	Monday, May 30th
Independence Day	Monday, July 4th
Labor Day	Monday, September 5th
Columbus Day	Floating – to be accrued on Monday, October 10th
Veterans Day	Floating- to be accrued on Friday, November 11th
Thanksgiving Day	Thursday, November 24th
Employee Appreciation Day	Friday, November 25th
Christmas Day	Monday, December 26th
New Year's Day, 2023	Monday, January 2nd, 2023



2022
Proposed Holiday Calendar
Landfill

<u>Holiday</u>	<u>Date of Observance</u>
New Year's Day	Saturday, January 1st
Equality Day - Observed	Saturday, January 15th
Presidents Day - Observed	Saturday, February 19th
Memorial Day	Monday, May 30th
Independence Day	Monday, July 4th
Labor Day	Monday, September 5th
Columbus Day - Observed	Saturday, October 8th
Veterans Day	Friday, November 11th
Thanksgiving Day	Thursday, November 24th
Employee Appreciation Day	Saturday, November 26th
Christmas Day - Observed	Monday, December 26th



2022
Proposed Holiday Calendar
Campbell County Public Library System

<u>Holiday</u>	<u>Date of Observance</u>
New Year's Day, 2022 - observed	Monday, January 3rd, 2022
Equality Day	Monday, January 17th
Presidents Day	Monday, February 21st
Memorial Day	Monday, May 30th
Independence Day	Monday, July 4th
Labor Day	Monday, September 5th
Columbus Day	Monday, October 10th
Veterans Day	Friday, November 11th
Thanksgiving Day	Thursday, November 24th
Employee Appreciation Day	Floating – to be accrued on Friday, November 25th
Christmas Day- observed	Monday, December 26th
New Year's Day, 2023	Monday, January 2nd, 2023



2022
Proposed Holiday Calendar
Rockpile Museum

<u>Holiday</u>	<u>Date of Observance</u>
New Year's Day, 2022	Floating – to be accrued on January 1, 2022
Equality Day	Monday, January 17th
Presidents Day	Monday, February 21st
Memorial Day	Floating – to be accrued on Monday, May 30th
Independence Day	Floating – to be accrued on Monday, July 4th
Labor Day	Floating – to be accrued on Monday, Sept. 5th
Columbus Day	Monday, October 10th
Veterans Day	Friday, November 11th
Thanksgiving Day	Thursday, November 24th
Employee Appreciation Day	Friday, November 25th
Christmas Day	Floating – to be accrued on Monday, December 26th
New Year's Day, 2023	Floating – to be accrued on January 1, 2023

The following page(s) contain the backup material for Agenda Item: [9:55 Public Health Nurse Compensation](#)



MEMORANDUM

... from H.R./Risk Management

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

FROM: Brandy Elder
Executive Director of Human Resources & Risk Management

DATE: November 16, 2021

SUBJECT: Compensation Adjustment for Campbell County Public Health

Campbell County Public Health is experiencing extreme difficulty attracting new applicants and retaining qualified Registered Nurses. Due to years of compression, pandemic raising competitors wages, and rising costs of healthcare we are no longer competitive in the market. Currently, a Public Health Nurse starts at \$51,646.40 per year. Campbell County Health starts at \$54,080.00 and Campbell County School District starts at \$55,767.00 annually.

Approving a recommendation to adjust the range placement for the following positions and overall adjustments will place us back in range for local comparison.

It is recommended that the following range adjustments be made:

- Public Health Nurse from range 109 to 110
- Public Health Nurse, Senior from 110 to 111

109	\$24.83	\$31.03	\$37.24
	\$51,646.40	\$64,545.47	\$77,454.56
110	\$27.31	\$34.13	\$40.96
	\$56,804.80	\$71,000.01	\$85,200.02
111	\$30.04	\$37.55	\$45.06
	\$62,480.01	\$78,100.02	\$93,720.02

These adjustments coupled with pay changes for those in range to relieve compression will position us to attract and retain employees at Campbell County Public Health. The total of adjustments would increase the salary budget by \$60,104.68 which is currently within their budget due to the short staffing. When the remaining two positions are filled, there will be an additional \$65,262.97 to be added to the 2022/2023 budgetary consideration.

As a county we invest extensive time and money into the training of these employees only to lose them to competitors, I recommend that we implement the new pay structure pay period beginning on November 29, 2021 to retain current nurses and attract new qualified applicants.

The following page(s) contain the backup material for Agenda Item: [10:00 Board Appointments, High County Improvement & Service District](#)

Office of
Campbell County Clerk
P.O. Box 3010
Gillette, WY 82717-3010
Phone (307)682-7285 Fax (307)687-6455

MEMORANDUM

TO: Sandra Beeman
County Commissioners Office

FROM: Michelle L Leiker 
Elections Coordinator

DATE: November 4, 2021

RE: High Country Improvement and Service District

Attached to this memo is a request from High Country Improvement and Service District to appoint Sandra L. Glock and Scott Owen Thompson to their Board of Directors. Please place this request on the Commissioners November 16, 2021 regular meeting agenda. I will be presenting.

The district failed to have their election in November 2021. To get the district back on an election cycle and have a current Board of Directors, the above-mentioned individuals need to be appointed by the Board of Commissioners until the next election March 22, 2022.

Please contact me if you need more information.

cc:
Sean Brown

High Country Improvement and Service District
Memorandum For Record (MFR)
Thursday, November 04, 2021

BOARD MEMBERS CONTACTED: Wade Burr, Sandra Glock, and Scott Thompson

Subject: This MFR documents the need for the appointment of two (2) Board of Director members until elections may be held in March of 2022.

High Country Improvement and Service District (HCISD) requests the Campbell County Commissioners of the state of Wyoming please appoint two (2) members to serve on the Board of Directors of HCISD from December 01, 2021 through March 31, 2022. This will allow for the board to continue operating until the next scheduled election (Tuesday, March 22, 2022) can take place.

The circumstances, in brief, leading to the need for these appointments are as follows: HCISD has been operating with duly elected officials over the most recent terms for elections. In July of 2021 the Board of Directors for HCISD received an official request for resignation from the board by Christianna Johnson, the then current Secretary for HCISD. Her term of office was to be completed by November 30, 2021. The remaining board members began looking into items that needed to be accomplished in lieu of the secretary position being now vacant, and discovered that a proclamation of election was required to be published between July 05, 2021 and July 26, 2021 to accomplish election and filling of two (2) members terms that will end on November 30, 2021. The HCISD board meeting where the resignation was received occurred on July 20, 2021, and thus the error in not having published a proclamation for the upcoming election was not noticed until more than a month after the required publication date. Thus, no ballots or election were scheduled for the required replacement.

Upon conferring with the Campbell County Elections office on the best approach to rectify this oversight, the board was advised to appoint a replacement member to finish the unexpired term of the vacant board member position (through November 30, 2021). Then, a request should be made to have the Campbell County Commissioners appoint two (2) members to operate on the board until such time as an election may be held (March 22, 2022) to fill all expired terms of the Board of Directors for HCISD.

On September 28, 2021 Sandra L. Glock was appointed by the remaining members of the board to fulfill the unexpired term of Christianna Johnson (through November 30, 2021). At the end of November both Sandra L. Glock and Scott Owen Thompson will no longer be able to serve as board members as their terms of election will have expired. Both individuals are willing to continue serving as board members until the end of March 2022 if the Campbell County Commissioners choose to appoint them to those positions.

This MFR will be brought to, and made a part of the official minutes for the High Country Improvement and Service District at the next regularly scheduled business meeting (Tuesday, November 16, 2021), and will also be forwarded to the Campbell County Elections office for action by the Campbell County Commissioners.

RECEIVED 11/4/21 mg
FILED _____
CAMPBELL COUNTY CLERK

High Country Improvement and Service District
Memorandum For Record (MFR)
Thursday, November 04, 2021

Respectfully submitted,

Scott Owen Thompson
Treasurer
High Country Improvement and Service District