# AGENDA

## CAMPBELL COUNTY BOARD OF COMMISSIONERS

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

**NOVEMBER 21, 2023**

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

CONSENT AGENDA

A. Consent Agenda

COMMISSION CALENDAR/VETERANS UPDATE

B. Commission Calendar

C. Veterans Update

REGULAR BUSINESS

| | | |
|---|---|---|
| D. | 9:10 Employee Years of Service Recognition | Sara Marrington/Jennifer Points |
| E. | 9:15 Most Valuable Personnel (MVP) Award | Sara Marrington/Jennifer Points |
| F. | 9:20 New Years Fireworks Resolution | Randy Sinclair |
| G. | 9:25 Addressing Emerging Threats Grant Agreement, Sheriff's Office | Kevin Theis |
| H. | 9:30 Sole Source Purchase Request X-Ray Scanner, Sheriff's Office | Kevin Theis |
| I. | 9:35 Commissioners Meeting Schedule 2024 | Denton Knapp |

PUBLIC HEARING

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| J. | 10:00 Capps Simple Subdivision and Rezoning Request | Sam Proffer |

PUBLIC COMMENT

K. 10:15 For the Good of the County*

L. 10:45 Commissioners Final Comments

EXECUTIVE SESSION

M. 10:50 Wyoming Statute §16-4-405 – Statutory Reasons for Executive Sessions
Matters Posing Threat to Security of Public or Private Property or Threat to Public Access | Personnel Matters | Pending or Potential Litigation | National Security Matters | Real Estate-Site Selection or Purchases | Attorney Client Privileged Information

ADJOURN

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

Consent Agenda

**MINUTES**
Board of Commissioners Special Meeting – Board Retreat, November 2, 2023
Board of Commissioners Directors Meeting, November 6, 2023
Board of Commissioners, Regular Meeting, November 7, 2023

**MONTHLY REPORTS**
Clerk of District Court – October 2023
Sheriff's Office – October 2023
Treasurer's Office – October 2023

**PAYROLL PAYMENTS**
September 30, 2023; October 14, 2023; October 28, 2023

**CANCELLATION/REBATE OF TAXES**
#2021-252, 2021-294

**AGREEMENTS**
Annual Maintenance and Service Renewal agreement between Global Vision Technologies Inc. and Campbell County Government for the use of the FAMCare platform for Juvenile Services in the amount of $14,083.65 for the period of July 1, 2023 to June 30, 2024.

**COMMENT LETTERS**
Comment Letter to the Bureau of Land Management (BLM) regarding the BLM Public Scoping period for the 2024 Second Quarter Competitive Oil and Gas Lease Sale

**COUNTY POLICIES**
Revision of the Campbell County Statement of Investment, Policy Number 2.004

**LINE ITEM TRANSFERS**
**Airport**
Transfer $58,124.00 from 310311-67400 Unanticipated Project 311G24UNAN-AIRPORT to 310751-67280 State Cap Grant Pub Works Project 751GS2326X-ADMIN
Transfer $58,124.00 from 310311-46150 Unanticipated Project 311G24UNAN-STATE to 310751-42740 State Cap Grant Pub Works Project 751GS2326X-STATE
Transfer $14,532.00 from 100013-66760 County Match Project 311G24UNAN-MATCH-COUNTY to 100751-66760 County Matching Funds Project 751GS2326X-MATCH

**Library**
Transfer $244.00 from 100713-64350 Books and Printed Material Project 71364350-ADULT-MAGAZINE to 100711-62200 Assn Dues, Fees and Licensure
Transfer $100.00 from 100711-64050 Office/Computer Supplies to 100711-62200 Assn Dues, Fees and Licensure

**OFFICIAL BOND AND OATH**
Central Campbell County Improvement & Service District – Robert L. Zabel

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

**HAND WARRANTS**

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|---|---|
| Black Hills Energy | $1,904.21 |
| Campco Federal Credit Union | $150.00 |
| Campbell Cnty Clerk Tax Acct | $313,588.02 |
| Campbell Cnty Treasurer - FLX/HSA | $39,703.67 |
| Campbell Cnty Treasurer - CDS CC Fees | $5,000.00 |
| CenturyLink | $227.97 |
| Charter Communications - EMT | $59.47 |
| Charter Communications - Sheriff | $64.98 |
| Charter Communications - Sheriff | $237.49 |
| City of Gillette | $32,371.28 |
| Fed Ex | $28.00 |
| Great West Trust Company | $28,120.00 |
| Means Water & Sewer District | $157.77 |
| Paintbrush Services | $889.00 |
| Powder River Energy | $4,182.31 |
| Verizon Wireless - Adult Drug Court | $146.00 |
| Verizon Wireless - Public Works | $53.94 |
| Waste Connections of Wyoming | $2,033.03 |
| Wright Water & Sewer District | $744.62 |
| Wyoming Child Support | $882.83 |
| WAG - Div of Criminal Investigations | $75.00 |
| Whites Energy Motors | $44,500.00 |
| Whites Energy Motors | $43,374.50 |
| Newcastle Motors, LTD | $55,584.00 |
| Titan Machinery | $80,900.00 |
| Frontier Outdoor Power | $44,398.53 |

The following are the claims for Part-Time Employees summarized by department for October 2023; Sheriff-Detention, 590.21; Sheriff-24/7, 1,401.97; Public Works, 3,710.76; Coroner, 2,320.00; Extension, 99.00; District Clerk of Court, 2,856.85; Public Health, 3,905.91; Children's Center, 21,963.62; Museum, 2,590.56; Fair, 1,031.00; Library, 67,644.76; Parks & Recreation, 80,202.53.

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

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

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

Office of County Commissioners
November 2, 2023
Gillette, Wyoming

Special Meeting

The Campbell County Board of Commissioners met in a Special Meeting at the Wright Branch Library Thursday, November 2, 2023, at 9:00 AM

Present were Colleen Faber, Jim Ford, Butch Knutson, Kelley McCreery, Del Shelstad, Commissioners; Denton Knapp, Executive Director of Administration; Sandra Beeman, Deputy Director of Administration; Cindy Lovelace, County Clerk; Shannon Ireland, Chief Deputy County Clerk; Amanda Milnes, Clerk's Office Accounting Manager; Fire Chief Bender; J.R. Fox, Deputy Fire Chief; Ralph Kingan, Mayor of Wright; Barb Craig, Town of Wright Clerk; Robby Gallob, Town of Wright Emergency Management Coordinator; Michael Phipps, Deputy Emergency Management Coordinator; Phil Christopherson, Energy Capital Economic Development Chief Executive Officer; Mike Shober, Energy Capital Economic Development VP of Operations; members of the press.

Discussion was held concerning Joint Powers Dispatch.

Discussion was held concerning the Fire Department Master Plan and the options to build a new Fire Training Center.

Discussion was held on the CAM-PLEX Master Plan and the options for including a State Shooting Range.

A status report on the FY2022-2023 Audit was given by Cindy Lovelace and Denton Knapp. Discussion was held.

Discussion was held on RFPs for Audit Services for FY 2023-2024.

Discussion was held on the upcoming Board Training scheduled for 11/15/23 & 11/16/23.

Discussion was held concerning the Board liaison assignments for 2024.

Discussion was held concerning the budget process for FY 2024-2025.

Discussion was held concerning county leases and property sale process.

Robby Gallob provided an update on emergency response procedures.

Discussion was held concerning the Emergency Management Coordinator transition.

Discussion was held concerning the county fuel process, centralization of ProKees, and standardization of asset numbers throughout all county departments.

Discussion was held on standardizing electronic files throughout all county departments.
Discussions was held on developing a County Strategic Plan.
Discussion was held concerning possible 1% funding for the Council of Community Services shelter.

Phil Christopherson and Mike Shober provided an update on the Energy Capital Economic Development. Discussion was held.

Discussion was held concerning the 2024 Elections.

Commissioner Shelstad moved to convene into Executive Session to discuss pending litigation. Commissioner Knutson seconded the motion. All voted Aye. Motion carried.

Executive Session was held.

No action was taken by the Board.

There being no further business to come before the Commissioners, the meeting was adjourned at 2:55 PM.

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Cindy Lovelace, County Clerk
Board of County Commissioners

_____
Colleen Faber, Chairman
Board of County Commissioners

Office of County Commissioners
November 6, 2023
Gillette, Wyoming

Directors Meeting

The Campbell County Board of Commissioners met for a Directors Meeting, Monday, November 6, 2023, at 1:30 PM.

Present were Colleen Faber, Jim Ford, Butch Knutson, Kelley McCreery, Del Shelstad, Commissioners; Sandra Beeman, Deputy Director of Administration; Brandy Elder, Human Resources Executive Director; Matt Olsen, Public Works Director; Kevin Geis, Road & Bridge Director; Kyle Ferris, Deputy County Attorney; Kelly Wallem, County Attorney Office Manager; Leslie Perkins, Public Information Officer; John Jackson, Library Executive Director; Shannon Ireland, Chief Deputy County Clerk; Amanda Milnes; Clerk's Office Accounting Manager; Kristen Verhelst. Clerk's Office Accounting Specialist; Cindy Lovelace, County Clerk; members of the public and members of the press.

Brandy Elder introduced the new Library Executive Director, John Jackson.

Cindy Lovelace introduced the new Accounting Manager for the Clerk's office, Amanda Milnes.

Kristen Verhelst informed the Directors the Clerk's office will begin processing AP check runs twice a month beginning January 1, 2024. Discussion was held.

Shannon Ireland provided an update on the fuel accounting process. Discussion was held.

Liaison Reports were given by Commissioners.

Brandy Elder provided updates for the Human Resources Department.

Matt Olsen provided project updates for the Public Works Department.

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

Discussion was held concerning the grass lease for the Centennial section.

Discussion was held concerning the County Board Vacancies.

Sandra Beeman presented the upcoming events.

Workshop was held with State Representative Abby Angelos concerning the State Shooting Complex.

Workshop was held with Jennifer Ford and Rusty Bell concerning the Office of Transformation Strategic Plan.

There being no further business to come before the Commissioners, the meeting was adjourned at 4:24 PM.

The next Directors Meeting to be held November 20, 2023, at 1:30 PM.

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| Cindy Lovelace, County Clerk<br>Board of County Commissioners | Colleen Faber, Chairman<br>Board of County Commissioners |

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

Office of County Commissioners
November 7, 2023
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, November 7, 2023. Chairman Faber called the meeting to order at 9:00 AM. Zachary Viggers with Trinity Lutheran Church led the Invocation and the Pledge of Allegiance.

Present were Colleen Faber, Jim Ford, Butch Knutson, Kelley McCreery, Del Shelstad, Commissioners; Sandra Beeman, Deputy Director of Administration; Cindy Lovelace, County Clerk.

The following consent agenda was presented:

MINUTES

Board of Commissioners Managers Meeting, October 16, 2023
Board of Commissioners Regular Meeting, October 17, 2023
Board of Commissioners Fair Board, October 17, 2023
Board of Commissioner Airport Board, October 18, 2023

MONTHLY REPORTS

Clerk's Office – November 2023
Workers Comp – 3rd Quarter 2023

CANCELLATION/REBATE OF TAXES

2021-236, 2021-237, 2021-238, 2021-246, 2021-248, 2021-251, 2021-256, 2021-257, 2021-258, 2021-259, 2021-260, 2021-261, 2021-262, 2021-263, 2021-264, 2021-265, 2021-266, 2021-267, 2021-268, 2021-269, 2021-270, 2021-271, 2021-272, 2021-273, 2021-274, 2021-275, 2021-276, 2021-277, 2021-278, 2021-279, 2021-280, 2021-281, 2021-282, 2021-283, 2021-284, 2021-285, 2021-286, 2021-287, 2021-288, 2021-289, 2021-290, 2021-291, 2021-292, 2021-293

AGREEMENTS

Agreement for Use of Facilities and Assumption of Risk and Liability Release Agreement between Campbell County Rockpile Museum and International Pathfinder Camporee to permit 2,000 members to tour the facility without charge between August 1, 2024, and August 14, 2024.

Amendment One to the Contract Between the Wyoming Department of Health Behavioral Health Division and Campbell County Children's Developmental Services to increase the total Contract dollar amount by $10,000 to $776,751.16 to the Part C, Early Intervention and Education Program.

CAPITAL REQUESTS

Public Works – $62,500 was approved for an Arien Mammoth and attachments; the items were purchased at $34,900. Requesting to reallocate $15,000 of remaining budget to purchase an Arien Mammoth Snow Blower $10,000, Backpack Vacuum $2,000 and an Advanced SC250 Scrubber $3,000 from account 100083-68200.

LINE ITEM TRANSFERS

Children's Developmental Services
Transfer $20.95 from 100701-60200 Gen Admin PT Regular to 100702-60200 PreSchool PT Regular

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

Fair
Transfer $831.20 from 100731-63020 Mach/Vehicle/Equip Lease Rent to 100731-62260 Professional Services
Transfer $1,000.00 from 100731-62450 EE Dev Meet Trav Meal Lodg to 100731-62260 Professional Services

Human Resources
Transfer $1,201.20 from 100161-62880 Insurance Claims Expense to 100161-68220 Cap Outlay-Computer/Tech Equip

Juvenile & Family Drug Court
Transfer $550.00 from 100452-62240 Medical Services to 100452-62260 Professional Services

Library
Transfer $17,123.87 100713-60005 FT Regular Project 713130-Children-Librarian to 100713-60005 FT Regular Project 713140-Circulation-Manager

Public Works
Transfer $11,700.00 from 170081-66935 District Support Grant to 170081-66935 Project 081DSG PrairChamp-Roads-PaveMaint
Transfer $25,000.00 from 170081-66935 District Support Grant to 170081-66935 Project 081DSG Peoples-Roads-GravlMaint

POSITION VACANCY JUSTIFICATIONS

Assessor - Appraiser
Human Resources – Administrative Assistant
Library – Wright Branch Library Manager
Parks & Recreation – Aquatic Supervisor
Road & Bridge – Equipment Operator
Road & Bridge – Office Manager

HAND WARRANTS

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|---|---|
| CDW LLC | $3,401.62 |
| Charter Communications - EMT | $57.63 |
| First National Bank - IT | $605.20 |
| Powder River Energy | $30.00 |
| TD Investments - Rainlocker | $150.00 |

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|---|---|
| Tyler Technologies | $2,400.00 |
| Utah State Treasurer - Unclaimed Property Division | $60.00 |
| Wyoming State Treasurer | $3,738.10 |
| WCBO | $50.00 |
| Campco Federal Credit Union | $150.00 |
| Campbell Cnty Clerk Tax Acct | $303,494.17 |
| Campbell Cnty Treasurer - FLX/HSA | $39,482.17 |
| Great West Trust Company | $27,543.00 |
| Dept of Treasury - IRS | $257.06 |
| Wyoming Child Support | $882.83 |
| State of Wyoming - Dept of Revenue & Taxation | $5,009.56 |
| AT&T Mobility - Airport | $191.49 |
| AT&T Mobility - Parks & Rec | $232.91 |
| Black Hills Energy | $14,389.43 |
| CenturyLink | $120.68 |
| Charter Communications - Parks & Rec | $289.85 |
| Charter Communications - Parks & Rec | $140.40 |
| City of Gillette | $89,879.31 |
| Means Water & Sewer District | $145.72 |
| Paintbrush Services | $1,861.89 |
| Powder River Energy | $21,003.93 |
| Verizon Wireless | $40.05 |
| Waste Connections of Wyoming | $1,933.54 |
| Western Waste & Sewer | $385.00 |
| Wright Water & Sewer District | $1,334.40 |
| Wyoming Dept of Workforce Services | $93,715.90 |
| AFLAC | $32.38 |
| AT&T Mobility - CDS | $135.99 |
| AT&T Mobility - EMT | $165.21 |
| Black Hills Energy | $4,671.68 |
| Campbell Cnty Clerk Tax Acct | $25,906.21 |
| CCEBHT - Health/Dental/Aflac | $771,884.66 |
| Campbell Cnty Treasurer - FLX/HSA | $2,152.49 |
| CenturyLink | $16,472.63 |
| City of Gillette | $1,021.19 |
| Delta Dental of Wyoming | $1,748.00 |
| Great West Trust Company | $2,735.00 |
| HM Life Insurance - Stop/Loss | $174,165.75 |
| Powder River Energy | $449.45 |
| Gallagher Benefit Services | $19,547.05 |
| Verizon Wireless - EMT | $38.52 |
| Verizon Wireless - Fair | $50.61 |
| Verizon Wireless - JFDC | $249.50 |
| Verizon Wireless - Public Health | $298.22 |
| Verizon Wireless - Sheriff | $4,835.78 |
| VSP of Wyoming | $8,073.13 |

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| Western Waste Solutions | $606.50 |
| Wyoming Retirement Life | $528.00 |
| Wyoming Dept of Workforce Services - Unemployment | $3,005.78 |
| Campco Federal Credit Union | $150.00 |
| Campbell Cnty Clerk Tax Acct | $306,408.56 |
| Campbell Cnty Treasurer - FLX/HSA | $39,553.67 |
| Great West Trust Company | $27,525.00 |
| Wyoming Child Support | $882.83 |
| Wyoming Retirement System | $464,424.89 |

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

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

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| A I Distributors | Lubricants | $1,445.88 |
| Action Lock Key | Bldg Maint, Cap Outlay - Bldgs Improv | $91.27 |
| Active Data Systems | Office Equip Maint Contracts | $750.00 |
| Adv Media New York | State Op Grant Pub Works | $5,183.34 |
| Air Tech Heating | Cap Outlay, Bldg Maint | $10,967.00 |
| Allguer, Patti R. | Reimb Exp | $104.80 |
| Alternative Propane | Vehicle/Equip Repair/Maint | $279.77 |
| Altimus Distributing | Postage/Freight | $319.92 |
| Amazon Capital Svc | Supplies, Fed Op Grant HlthWelCult Rec, Recog, Apprec Awards, Postage/Freight, Office/Comp Supplies, Spec Event / Prog Cost, Other Grants, Pub Relations/Promos | $10,851.39 |
| Ameri Tech Equip | Cap Outlay, 1% Solid Waste/Capital,Freight | $17,048.28 |
| American Council | EE Dev Meet Air Meal Lodg | $299.00 |
| American Millennium | Comm/Net Exp | $57.50 |
| American Welding | Supplies | $106.93 |
| Animal Med Cntr | Law Enf. Supplies | $249.78 |
| Architectural Spec | Cap Outlay - Bldgs Improv | $2,412.57 |
| Arrow Printing Grap | Supplies, Office/Comp Supplies | $240.00 |
| Art Custom Badges | Postage/Freight | $829.30 |
| Avis Rent A Car Chic | EE Dev Meet Air Meal Lodg | $180.81 |
| Axis Forensic Tox | Radiology,Lab,Tox Srvcs | $564.00 |
| B M Suppliers | Inmate Supplies | $1,080.00 |
| Background Invest | Spec Event/Prog Cost | $27.45 |
| Badger State Recover | Prof Srvcs | $166.11 |
| Barcodes | Supplies | $209.58 |
| Basin Radio Network | Pub Rel/Promos, Fed Op GrantHlthWelCult Rec | $7,459.00 |
| Bears Naturally | Clothing/Uniforms | $17.25 |
| Bennett Weber Hermst | Prof Srvcs | $37,000.00 |

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| Big Horn Tire | Vehicle/Equip Repair/Maint | $11,185.62 |
| Bighorn Hydraulics | Supplies, Vehicle/Equip Repair/Maint, Postage/Freight | $497.80 |
| Billings Gazette | Books and Printed Materials | $571.99 |
| Birdsley, DeWayne K | EE Dev Meet Air Meal Lodg | $91.14 |
| Black Hills Chemical | Postage/Freight | $881.39 |
| Blackstone Audio | Non-Print Materials | $541.89 |
| Blick Art Materials | Collections Exhibits & Acqu | $582.40 |
| Blue Knight Security | Prisoner Transport/Extrad | $6,225.00 |
| Boller, Treasure L. | EE Dev Meet Air Meal Lodg | $459.06 |
| Bomgaars | Supplies, Spec Event / Prog Cost, Bldg Maint, Vehicle/Equip Repair/Maint | $2,274.61 |
| Boot Barn | Spec Event/Prog Cost | $149.99 |
| Border States Elec | Supplies, Bldg Maint | $2,967.94 |
| Breannas Bakery | Jurors/Witness Fees, Spec Event/Prog Cost | $76.00 |
| Brink, Murel F. | Fuel | $75.04 |
| Brown Kennedy Ranch | Royalty Payments/Easements | $92.16 |
| Brug Land Livestock | Road Materials | $1,596.00 |
| Buffalo Porta Potty | Vehicle/Equip Repair/Maint | $125.00 |
| Buggy Bath Car Wash | Vehicle/Equip Repair/Maint | $448.00 |
| Burns McDonnell Eng | Reclamation/Remediation/Cmp | $29,126.50 |
| Carr, Joli A. | Fed Op Grant HlthWelCult Rec | $73.36 |
| Carrot Top Industrie | Supplies | $1,863.70 |
| Cash Wa Distributing | Food Service and Supplies | $9,073.47 |
| Casper College | EE Dev Meet Air Meal Lodg | $2,398.00 |
| Caveman Sports | Spec Event/Prog Cost | $120.00 |
| CBH Co Op | Supplies, Fuel | $155.94 |
| CC Chamber Of Commer | EE Dev Meet Air Meal Lodg, Spec Event / Prog Cost, Pub Relations/Promos | $6,745.00 |
| CC Circuit Court | Investigation/Trial | $31.00 |
| CC Dist Crt Rev Wit | Jurors/Witness Fees | $1,087.12 |
| CC Fire Dept | JP Fire Board | $1,160,031.75 |
| CC Health Misc | Prof Srvcs, Wellness Prog | $1,649.00 |
| CC Health Patient | Med Srvcs/Claims | $18,645.16 |
| CC Pub Land Brd | Spec Event / Prog Cost, CAM-PLEX Operations, Fed Op Grant HlthWelCult Rec | $430,965.92 |
| CC School Dist Coop | Supplies, Office/Comp Supplies | $2,067.71 |
| CC Senior Center | 1% Senior Citizen Prog. | $51,149.00 |
| CC Treasurer | Sales/Lodging/Property Tax, Fed Op Grant HlthWelCult Rec | $1,387.03 |
| CC Weed Pest | Grounds Maint | $190.25 |
| CDC of Natrona Cnty | Prof Srvcs | $483.00 |
| CDW Government | Software Cost ), Office Equip Maint Contracts | $9,692.91 |

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| Central C C I S Dst | 1% District Support Grants | $11,840.00 |
| Centurylink Long Dis | Comm/Net Exp | $660.10 |
| Charm Tex | Inmate Supplies | $1,111.70 |
| Charter Comm Cable | Media/Subs/Periodical | $493.95 |
| Childrens Home Soc | Investigation/Trial | $1,138.27 |
| City Gillette Misc | Prof Srvcs, Comm/Net Exp, Office Equip Maint Contracts, Animal Control Supp/Exp | $13,211.00 |
| Civicplus | State Op Grant Pub Works, Software Cost | $4,433.76 |
| Clear Creek Counsel | State Op Grant Pub Safety | $1,055.00 |
| Climb Wyoming | Fed Op Grant HlthWelCult Rec | $2,817.33 |
| Clinic Lab Blck Hill | Med Srvcs/Claims | $5,226.00 |
| Cloud, Ruth S. | Prof Srvcs | $360.00 |
| Coca Cola Bottling | Supplies | $801.00 |
| Cole Sports | Supplies | $235.00 |
| Collection Prof | Prof Srvcs | $234.00 |
| Collins Commun | Media/Subs/Periodical, Bldg Maint, Prof Srvcs | $8,821.15 |
| Colorado Golf & Turf | Vehicle/Equip Repair/Maint | $66.99 |
| Contractors Supply | Tools, Bldg Maint | $3,949.07 |
| Cordant Health Solut | State Op Grant Pub Safety, Med Srvcs/Claims | $661.84 |
| Coremr | Software Cost | $500.00 |
| Council Commnity Svc | 1% Hum Serv & Extern Sub Ab, Fed Op Grant HlthWelCult Rec | $24,882.54 |
| Counseling Connect | State Op Grant Pub Safety | $2,200.00 |
| Cowboy Supply House | Jan Supplies | $2,154.86 |
| Craig Distributing | Spec Event/Prog Cost | $121.63 |
| Crescent Electric | Bldg Maint | $99.97 |
| Crum Electric Supply | Bldg Maint | $1,952.06 |
| CSNOW | Fed Op Grant HlthWelCult Rec | $1,400.00 |
| CT Accessories | Cap Outlay | $1,115.00 |
| Cummins Sales Svc | Vehicle/Equip Repair/Maint | $9,926.11 |
| Cunningham, Michelle | Legal/Court Costs | $2,344.00 |
| Custom Graphix Signs | Cap Outlay, Ins Claims Exp, Spec Event/Prog Cost | $2,580.00 |
| Davenport Group Usa | Software Cost | $10,734.76 |
| Deaton, Braden | Fuel | $40.21 |
| Derksen, Nathan | Jurors/Witness Fees | $30.00 |
| Detectachem | Postage/Freight | $426.35 |
| Developmental Presch | Prof Srvcs | $591.66 |
| DRU Consulting | Prof Srvcs | $2,558.17 |
| DTI Trucks | Cap Outlay | $74,999.00 |
| Dunlap, Kara Kim | Jurors/Witness Fees | $30.00 |
| Dustbusters Enter | 1% CO Rd Main & Pave Mgmt | $31,904.87 |
| Eagle Spec Material | Cap Outlay-Rd Bridge Runwy | $720,161.85 |
| Edwards, Sue | Fed Op Grant HlthWelCult Rec | $307.50 |

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| Ekstrom, Brooke L. | EE Dev Meet Air Meal Lodg | $71.38 |
| Elm Usa | Postage/Freight | $787.45 |
| Employment Test Cntr | Employment Testing/Background | $535.00 |
| Energy Chain Sling | Vehicle/Equip Repair/Maint | $91.49 |
| Ewing, Dianna H. | Legal/Court Costs | $169.00 |
| EX Thirty Five Creat | County Matching Funds | $800.00 |
| Expresso Lube | Vehicle/Equip Repair/Maint | $620.88 |
| Fastcase | Law Library | $275.00 |
| Fastenal Company | Spec Event / Prog Cost, Supplies | $2,124.81 |
| Federal Supply Usa | Postage/Freight | $691.38 |
| FIB Mstrcrd Airport | Pub Relations/Promos | $1,944.59 |
| FIB Mstrcrd Library | Local Op Grant HlthWelCuRec | $267.44 |
| FIB Mstrcrd Park Rec | EE Dev Meet Air Meal Lodg | $4,864.36 |
| First Natl Bnk Visa | Misc Exp, EE Dev Meet Air Meal Lodg, Fed Op Grant HlthWelCult Rec, Spec Event / Prog Cost, Assn Dues, Fees and Licensure, Postage/Freight, State Op Grant Pub Safety | $22,200.82 |
| Floyds Truck Center | Postage/Freight | $1,009.07 |
| Freeland, Theresa M. | EE Dev Meet Air Meal Lodg | $720.00 |
| Frontier Outdoor Pow | Cap Outlay | $30,406.79 |
| Fry, Kimberly D. | Spec Event/Prog Cost | $111.73 |
| Fun Express | Spec Event/Prog Cost | $55.33 |
| Furman, Craig M. | Investigation/Trial | $150.00 |
| Gallagher Benefit | Prof Srvcs | $6,083.33 |
| Galls | Postage/Freight | $289.93 |
| GCR Tire & Service | Tires | $1,460.95 |
| Gillette Abuse Refug | Fed Op Grant HlthWelCult Rec | $11,520.86 |
| Gillette Main Street | Spec Event/Prog Cost | $25.00 |
| Gillette News Record | Advert/Pubation/LegalNotice, Pub Relations/Promos | $2,330.05 |
| Gillette Optometric | Med Srvcs/Claims | $767.37 |
| Gillette Printing | Jurors/Witness Fees, Supplies | $1,423.45 |
| Gillette Reprod Hlth | Fed Op Grant HlthWelCult Rec | $608.30 |
| Gillette Steel | Supplies, Bldg Maint, Vehicle/Equip/Repair/Maint | $242.00 |
| Gillette Winsupply | Supplies | $25,175.37 |
| Git R Done Site Svc | Supplies | $1,225.00 |
| Global HR Research | Postage/Freight | $6,059.97 |
| Golden West Tech | Software Cost | $10,028.26 |
| Gosecure | Software Cost | $11,502.00 |
| Grimms Pump Industrl | Vehicle/Equip Repair/Maint | $310.35 |
| Grossenburg Implemnt | Postage/Freight | $2,716.53 |
| Grosz, Christy | Supplies | $10.60 |
| Hakert, Richard J. | Royalty Payments/Easements | $1,176.00 |
| Hawkins | Supplies | $4,620.33 |

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|---|---|---|
| HDR Engineering | Cap Outlay-Land Improv/Parks | $25,923.18 |
| Hemocue America | Fed Op Grant HlthWelCult Rec | $312.00 |
| Henkes, Nathan J. | Assn Dues, Fees and Licensure | $355.00 |
| Hicks, Bobby W. | Jurors/Witness Fees | $7.50 |
| Hillcrest Auto Body | Ins Claims Expense | $2,383.03 |
| Hilton Grdn Inn Lara | EE Dev Meet Air Meal Lodg | $447.00 |
| Hladky Construction | Cap Outlay - Bldgs Improv | $28,069.66 |
| Homax Oil Sales | Fuel, Lubricants | $84,713.97 |
| Home Depot Landfill | Jan Srvcs | $109.85 |
| Home Depot Maint | Supplies | $155.81 |
| Home Depot Parks Rec | Supplies | $18.14 |
| Home Depot Sheriff | Tools | $447.80 |
| Home Fire Foods | Pub Relations/Promos, Board and Committee Exp, Fed Op Grant HlthWelCult Rec | $4,621.75 |
| Horning Horning McG | Legal/Court Costs | $247.00 |
| HUB International | Ins Claims Expense | $1,558.12 |
| Hubbard, Kelly S. | EE Dev Meet Air Meal Lodg | $37.84 |
| Humphrey Law | Legal/Court Costs | $11,980.98 |
| Humphreys Bar Grill | Jurors/Witness Fees | $293.95 |
| IAAO | Assn Dues, Fees and Licensure | $480.00 |
| IBM Corp | OfficeEquip/Comp/TechLease | $35,600.90 |
| Idler, Haley R. | EE Dev Meet Air Meal Lodg | $31.44 |
| Ingram Book | Merch/Supplies for Resale | $158.92 |
| Inland Truck Parts | Supplies, Postage/Freight | $5,229.54 |
| Insite Consulting | Prof Srvcs | $12,000.00 |
| Internat Identific | Assn Dues, Fees and Licensure | $80.00 |
| Interstate Powersyst | Postage/Freight | $6,742.04 |
| Intoximeters | Postage/Freight | $1,899.00 |
| It Outlet | Postage/Freight | $2,733.48 |
| Jadco Srvcs LLC | Vehicle/Equip Repair/Maint | $539.00 |
| James Tire Service | Tires | $59.00 |
| Jaynes, Carla R. | EE Dev Meet Air Meal Lodg | $34.56 |
| Jims Heating Ac Ref | Prof Srvcs | $4,110.00 |
| Judicial Dialog | Software Cost | $12,502.35 |
| Just, Christopher R. | Assn Dues, Fees and Licensure | $55.00 |
| Kanopy | Electronic Materials | $454.00 |
| Kimball Midwest | Vehicle/Equip Repair/Maint | $673.67 |
| Knecht Home Center | Bldg Maint | $63.60 |
| Lakeway Lube Auto | Vehicle/Equip Repair/Maint | $95.35 |
| Langer Ind Srvcs | 1% Solid Waste Oper. | $15,027.00 |
| Language Line Sol | Prof Srvcs | $13.50 |
| Legal Liab Risk Mana | EE Dev Meet Air Meal Lodg | $350.00 |
| Liberty Law Offices | Legal/Court Costs | $4,164.70 |

| | | |
|---|---|---|
| Library Foundation | Postage/Freight | $123.50 |
| Little Dark One | Merch/Supplies for Resale | $136.73 |
| Little Sprouts | Prof Srvcs | $340.00 |
| Little Tikes Daycare | Prof Srvcs | $390.00 |
| Lynns Auto Repair | Vehicle/Equip Repair/Maint | $6,668.64 |
| Macdonald Equip | Postage/Freight | $558.28 |
| Mainline Inform Sys | Software Cost | $9,266.00 |
| Martinez, Mayra | Prof Srvcs | $52.50 |
| Mckesson Med Surgic | Postage/Freight | $3,362.29 |
| McMahon, Pamela K. | Legal/Court Costs | $1,660.50 |
| McRae, Ashley D. | Fed Op Grant HlthWelCult Rec | $241.45 |
| Med Arts Lab | Med Srvcs/Claims | $4,145.00 |
| Menards Airport | Supplies | $61.28 |
| Menards Extension | Spec Event/Prog Cost | $131.48 |
| Menards Landfill | Supplies | $271.61 |
| Menards Maint | Supplies | $1,245.39 |
| Menards Museum | Supplies | $276.82 |
| Menards Park Rec | Supplies | $878.63 |
| Menards Road Bridge | Supplies | $670.52 |
| Menards Sheriff | Law Enf. Supplies | $219.45 |
| Merchen, Pamela J. | EE Dev Meet Air Meal Lodg | $85.15 |
| MFAC | Spec Event/Prog Cost | $585.00 |
| Midland Implement Co | Cap Outlay, Vehicle/Equip Repair/Maint | $83,520.19 |
| Midwest Tapes | Non-Print Materials | $3,005.86 |
| Miller, Corinne A. | EE Dev Meet Air Meal Lodg | $20.92 |
| Mitchell McCormick | Software Cost | $373.25 |
| Montana School Equip | Bldg Maint | $630.00 |
| Monument Health | Med Srvcs/Claims | $1,844.00 |
| Morrison Maierle | Fed Cap Grant Pub Works, Cap Outlay/Bldg Imp | $12,102.30 |
| Motorola Solut | Comm/Net Exp, Software Cost | $5,676.87 |
| MSR West | Supplies | $2,208.50 |
| Murray, Kayla A. | State Op Grant HlthWelCultRec | $129.04 |
| Mytana LLC | Bldg Maint | $187.77 |
| Nannemann Bros Auto | Vehicle/Equip Repair/Maint | $10.00 |
| Naramore, James J Md | Med Srvcs/Claims | $1,000.00 |
| Natrona Circuit CT | Investigation/Trial | $1.50 |
| Nelson Auto Glass | Ins Claims Expense, Vehicle/Equip/Repair/Maint | $694.22 |
| Nick Carter Law | Legal/Court Costs | $2,013.00 |
| Norco | Supplies, Med Supplies, Jan Srvcs | $11,141.03 |
| North Star Leasing | Vehicle/Equip Repair/Maint | $207.81 |
| North Star Lighting | Cap Outlay | $3,200.00 |
| OAG Flightview | State Op Grant Pub Works | $635.00 |
| Octane Garage | Vehicle/Equip Repair/Maint | $2,696.27 |

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|---|---|---|
| ODP Business Solutio | Fed Op Grant HlthWelCult Rec, Supplies | $3,136.36 |
| Office Shop | Office Equip Maint Contracts | $1,239.09 |
| Olsen, Sara | EE Dev Meet Air Meal Lodg | $251.27 |
| One Call Wyoming | Reclamation/Remediation/Cmp | $0.75 |
| Optum Flex | Prof Srvcs | $198.75 |
| Optum HSA | Prof Srvcs | $1,140.75 |
| Oreilly Auto Parts | Vehicle/Equip Repair/Maint | $344.57 |
| Oriva Hills I&S | 1% District Support Grants | $14,426.22 |
| Overdrive | Electronic Materials | $7,319.14 |
| Overhead Door Co | Bldg Maint | $78.00 |
| Pacific Steel Recyc | Vehicle/Equip Repair/Maint | $657.14 |
| Pastperfect Software | Software Cost | $812.00 |
| PB Clerk | Postage/Freight | $171.00 |
| Pdq Service | FenceBridgeFuel Storage Maint | $1,278.40 |
| Peaks Prairies Golf | EE Dev Meet Air Meal Lodg | $500.00 |
| Pearson | Office/Comp Supplies | $1,640.10 |
| Peregrine Global | EE Dev Meet Air Meal Lodg | $1,980.00 |
| Personal Frontiers | Fed Op Grant HlthWelCult Rec, Prof Srvcs | $5,678.33 |
| Pete Lien Sons | Road Materials | $1,317.00 |
| Peterbilt Of Wyoming | Postage/Freight | $4,044.55 |
| PFM Asset Management | Prof Srvcs | $9,113.15 |
| Pharmchem | Postage/Freight | $1,165.96 |
| Piekkola, Sena M | EE Dev Meet Air Meal Lodg | $70.09 |
| Pizza Carrello | Jurors/Witness Fees | $162.00 |
| Pizza Hut | EE Dev Meet Air Meal Lodg | $52.98 |
| Playaway Products | Supplies | $149.94 |
| PMCH | Prof Srvcs | $23,207.66 |
| Powder River Const | Fed Cap Grant Pub Works, Cap Outlay/Bldgs Imp | $86,173.43 |
| Powder River Heating | Bldg Maint | $15,515.95 |
| Premier Biotech | Postage/Freight | $1,224.83 |
| Premier Vehicle Ins | Cap Outlay | $2,817.02 |
| Proelectric | Vehicle/Equip Repair/Maint | $4,727.79 |
| Purvis Industries | Supplies, Bldg Maint | $1,440.08 |
| Push Pedal Pull | Bldg Maint | $36.20 |
| Qt Petroleum Demand | FenceBridgeFuel Storage Maint | $1,425.00 |
| Quadient Leasing | Postage/Freight | $1,795.05 |
| Quick Easy Quilts | Books and Printed Materials | $29.95 |
| Raisley Painting | Cap Outlay - Bldgs Improv | $33,000.00 |
| Ram Comp Supply | Fed Op Grant HlthWelCult Rec | $809.33 |
| Ramkota Hotel Caspr | EE Dev Meet Air Meal Lodg | $1,009.00 |
| Ranch at Ucross | Recog, Apprec Awards | $300.00 |
| Rapid Fire Protect | Prof Srvcs | $39,369.00 |
| Record Supply | Vehicle/Equip Repair/Maint, Supplies | $4,260.07 |

| | | |
|---|---|---|
| Recreation Supply | Supplies | $2,494.32 |
| Reynolds, Mandy M. | Spec Event/Prog Cost | $78.86 |
| Ricardos Cleaning | Jan Supplies | $480.00 |
| Ride Shine Equine | 1% Hum Serv & Extern Sub Ab | $2,141.95 |
| Ringer Law | Legal/Court Costs | $38,827.50 |
| Rocky Mtn Business | Office/Comp Supplies, OfficeEquip/Comp/ TechLease, Office Equip Maint Contracts, Supplies, Prof Srvcs | $10,304.41 |
| Rocky Mtn Fire Sys | Prof Srvcs | $185.00 |
| Rocky Mtn Inf Netwrk | Assn Dues, Fees and Licensure | $250.00 |
| Sams Land | Royalty Payments/Easements | $84.00 |
| Sanofi Pasteur | Med Supplies | $15,869.55 |
| Schurtz, Jessica R. | EE Dev Meet Air Meal Lodg | $229.26 |
| Schutz Foss Archit | Cap Outlay - Bldgs Improv | $6,969.44 |
| Second Chance Minist | 1% Hum Serv & Extern Sub Ab | $1,743.11 |
| Selbys | Supplies | $67.97 |
| Sentinel Offender | Electronic Monitoring, State Op Grant Pub Safety | $348.00 |
| Servall Uniform | Clothing/Uniforms | $1,213.51 |
| SHI International | Cap Outlay - Comp Software | $315.00 |
| Shoshone Distribut | Merch/Supplies for Resale | $734.12 |
| Simon | Road Materials | $14,249.80 |
| Simon Contractors | Prof Srvcs | $44,074.00 |
| Simplot Partners | Grounds Maint | $4,254.00 |
| Simpsons Printing | Supplies, Printing/Spec Forms/Archiving | $1,398.00 |
| Sjostrom, Alexis D | Jurors/Witness Fees | $60.00 |
| Sjostrom, Dvon | Jurors/Witness Fees | $60.00 |
| Smith Psychological | Employment Testing/Background | $400.00 |
| Snowcat Service | Postage/Freight | $1,002.30 |
| Source Office Tech | Office/Comp Supplies, Supplies | $255.69 |
| Southland Med | Supplies | $616.89 |
| Spectrum Aquatics | Bldg Maint | $771.00 |
| Sportsmith | Bldg Maint | $27.92 |
| Sprague, Jerrica | EE Dev Meet Air Meal Lodg | $180.13 |
| Spring Creek Designs | Board and Committee Exp | $75.00 |
| Step Stone Counselin | Med Srvcs/Claims, State Op Grant Pub Safety | $10,182.98 |
| Stephens Peck | Media/Subs/Periodical | $119.00 |
| Stericycle | Med Supplies | $281.14 |
| Stilson, Tianna J. | EE Dev Meet Air Meal Lodg | $85.15 |
| Sunshine Custom Pain | Ins Claims Expense | $1,000.00 |
| TD Invest Rainlocker | Fed Op Grant HlthWelCult Rec, Vehicle/ Equip Repair/Maint | $312.84 |
| TD Invest Winland | Vehicle/Equip Repair/Maint, Supplies | $74.09 |
| Teaching Strategies | Fed Op Grant HlthWelCult Rec | $7,998.75 |

| | | |
|---|---|---|
| Temperature Tech | Bldg Maint | $550.00 |
| The Grease Barrel | Vehicle/Equip Repair/Maint | $1,067.11 |
| The Range | Board and Committee Exp | $207.00 |
| Thomas Thomas LLC | Legal/Court Costs | $837.50 |
| Thomas Y Pickett | Prof Srvcs | $15,000.00 |
| Thomson Reuters West | Media/Subs/Periodical | $908.74 |
| Torgersons | Mach/Vehicle/Equip Lease Rent | $1,710.00 |
| Tower Communication | Cap Outlay, Vehicle/Equip/Repair/Maint | $175.00 |
| Tresch, Sarrah | Reimb Exp | $100.00 |
| Tri State Truck Equi | Postage/Freight | $568.49 |
| Trinity Srvcs Grp | Food Service and Supplies | $48,868.66 |
| Tru Tech Products | Supplies, CCJPFB Maint | $76.19 |
| Tucker Electric | Cap Outlay - Bldgs Improv | $14,904.00 |
| TWS Aviation Fuel | Fed Op Grant Pub Works | $22,089.56 |
| Tyler Tech | Software Cost | $7,016.00 |
| Uline | Collections Exhibits & Acqu | $149.34 |
| Unique Management | Office Equip Maint Contracts | $236.90 |
| United Parcel Serv | Postage/Freight | $46.27 |
| Universal Athletic | Clothing/Uniforms, Jan Supplies | $7,857.49 |
| Urbin Law Office | Legal/Court Costs | $1,656.88 |
| UW Business Office | Prof Srvcs | $23,188.00 |
| Van Ewing Const | Cap Outlay - Bldgs Improv | $324,327.04 |
| Vermont Systems | Supplies | $1,300.00 |
| Veto Enterprises | Cap Outlay | $11,413.56 |
| Visionary Broadband | Comm/Net Exp, Pub Relations/Promos,Prof Srvcs | $7,058.41 |
| Vista Leasing Co | OfficeEquip/Comp/TechLease, Office Equip Maint Contracts, Prof Srvcs | $9,473.65 |
| Vital Records Cont | Prof Srvcs | $338.92 |
| Wacers | EE Dev Meet Air Meal Lodg | $250.00 |
| Walmart Children Dev | Fed Op Grant HlthWelCult Rec | $586.76 |
| Walmart Dist Crt | Jurors/Witness Fees | $299.22 |
| Walmart Extension | Supplies | $540.36 |
| Walmart Human Res | Supplies | $52.80 |
| Walmart Juvenile Fam | State Op Grant Pub Safety | $233.09 |
| Walmart Library | Supplies | $554.60 |
| Walmart Museum | Spec Event/Prog Cost | $204.97 |
| Walmart Park Rec | Office/Comp Supplies | $859.23 |
| Walmart Pub Hlth | Supplies | $24.48 |
| Walmart Sheriff | Pub Relations/Promos | $895.91 |
| Water Guy | Prof Srvcs | $750.00 |
| Wesco Distribution | Supplies | $434.72 |
| Western Stationers | Office/Comp Supplies, Supplies | $1,745.43 |
| Westwood Pharmacy | Med Srvcs/Claims | $2,974.59 |

| | | |
|---|---|---|
| Wex Fleet Universal | Fuel | $1,210.40 |
| Whites Energy Motors | Cap Outlay, Vehicle/Equip/Repair/Maint | $46,227.70 |
| Whole Life Counsel | Fed Op Grant HlthWelCult Rec | $2,250.00 |
| Work Warehouse | Spec Event / Prog Cost, Clothing/Uniforms | $545.87 |
| WPS Publish | Office/Comp Supplies | $148.00 |
| Wright Community | 1% Hum Serv & Extern Sub Ab | $4,367.96 |
| WY Dept Health Prevt | Med Supplies, Med Srvcs/Claims | $824.00 |
| WY Enterprise Tech | Software Cost | $35.72 |
| WY Envir Quality Wqd | 1% Solid Waste Oper. | $3,000.00 |
| WY SLP and Audiology | Reimb Exp | $200.00 |
| Wyo Head Start Assn | Fed Op Grant HlthWelCult Rec | $480.00 |
| Wyoming County Comm | Misc Exp | $37,203.00 |
| Wyoming Machinery | Vehicle/Equip Repair/Maint, Prof Srvcs,Freight | $402,277.34 |
| Wyoming Peace Office | Assn Dues, Fees and Licensure | $20.00 |
| Wyoming Rents | 1% Solid Waste Oper. | $2,760.00 |
| Wyoming State Bar | Assn Dues, Fees and Licensure | $1,775.00 |
| Wyoming Water Sol | Office/Comp Supplies, Supplies, EE Dev Meet Air Meal Lodg, Bldg Maint, Prof Srvcs | $1,296.47 |
| Yellowjacket Constr | Prof Srvcs | $33,500.00 |
| Youth Emergency Serv | 1% Hum Serv & Extern Sub Ab, Fed Op Grant HlthWelCult Rec, State Op Grant Pub Safety, Prof Srvcs | $43,419.35 |
| Zamboni | Vehicle/Equip Repair/Maint | $390.54 |
| Zehnder, Rudolph | Prof Srvcs | $1,700.00 |
| Zoho Corporation | Software Cost | $13,020.00 |

Commissioner Ford presented the Commission Calendar of Events.

REGULAR BUSINESS

Commissioner Shelstad moved the Board approve Resolution 3056 proclaiming December 15-20 as "Wreaths Across America Week" in Campbell County, as presented. Commissioner Knutson seconded the motion. All voted Aye. Motion carried.

Commissioner Ford moved the Board approve the Contract for Services between the Board of County Commissioners and Powder River Composite Squadron, in the amount not to exceed $5,500 and $3,000 in contingency funds for hangar fees, from the Optional One Percent Sale Tax, for the period of July 1, 2023, to June 30, 2024, as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

PFM Investment 3rd Quarter 2023, Investment Performance Review was presented by Joan Evans and Chris Blackwood.

Commissioner Ford moved the Board approve the Cooperative Agreement to the Traffic Control and Blasting Plan between Campbell County and Wyoming and Eagle Specialty Materials Belle Ayr

Mine for Bishop Road, as presented. Commissioner McCreery seconded the motion. All voted Aye. Motion carried.

Commissioner McCreery moved the Board approve the Grant Award Agreement between the Wyoming Office of Homeland Security and Campbell County for the Emergency Management Performance Grant (EMPG), in the amount of $66,000 with a local match of $66,000 for the period of October 1, 2023, to September 30, 2024, as presented. Commissioner Knutson seconded the motion. All voted Aye. Motion carried.

Commissioner Shelstad moved the Board approve the Contract between the Wyoming Department of Health, Public Health Division and Campbell County for funding and oversight of the Community Services Block Grant (CSBG), in the amount of $231,081 for the period of October 1, 2023, to November 15, 2024, as presented. Commissioner Ford seconded the motion. All voted Aye. Motion carried.

Commissioner Ford moved the Board approve the Subaward Agreements between Campbell County and the following agencies to receive funding for the Community Services Block Grant (CSBG) Program: Council Community Services, in the amount of $96,300; Gillette Abuse Refuge Foundation, in the amount of $45,604; Gillette Reproductive Health, in the amount of $34,664; Personal Frontiers, Inc., in the amount of $45,713; and $8,800 in Technical Assistance and Administrative for Campbell County for the period of October 1, 2023, to September 30, 2024, as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Commissioner McCreery moved the Board approve the Contingency Request and waive the bid process to purchase a 2023 Ram 1500 from White's Energy Motors in Gillette, WY for the Sheriff's Office Animal Control, in the amount of $49,960, from the Fleet Contingency account 120122-69800, as presented. Commissioner Knutson seconded the motion. All voted Aye. Motion carried.

Commissioner Shelstad moved the Board approve the Capital Request and waive the bid process to purchase a 2010 International 4400 Water Truck from Douglas Truck & Equipment, LLC in Denver, CO for CAM-PLEX, in the amount of $74,999 from the CAM-PLEX Fleet account 120123-68200, as presented. Commissioner McCreery seconded the motion. All voted Aye. Motion carried.

Commissioner Knutson moved the Board approve the Capital Request and waive the bid process to purchase a 2017 CASE 580SN Backhoe from Titan Machinery in Rapid City, SD for CAM-PLEX, in the amount of $80,900 (including the reallocation of $14,466 in remaining funds) from the CAM-PLEX Fleet account 120123-68200. Commissioner McCreery seconded the motion. All voted Aye. Motion carried.

Commissioner Knutson moved the Board approve the Agreement between Redwood Toxicology Laboratory, Inc., and Campbell County Juvenile Services for Substance Abuse Testing Services for the period of November 7, 2023, to September 14, 2024, as presented. Commissioner McCreery seconded the motion. All voted Aye. Motion carried.

Commissioner Shelstad moved to table the Classification and Job Descriptions for the following Juvenile Services Positions for further research:

Juvenile Diversion Officer, Pay Grade 108, Exempt Status
Juvenile Diversion Officer, Senior, Pay Grade 109, Exempt Status
Juvenile Probation Officer, Pay Grade 108, Exempt Status
Juvenile Probation Officer, Senior, Pay Grade 109, Exempt Status
Juvenile Probation Officer, Intensive Supervision, Pay Grade 109, Exempt Status

Commissioner Shelstad moved the Board approve the Classification, Job Description and Position Vacancy Justification for the Finance Manager Position in the Clerk's Office, Pay Grade 110, Exempt Status, as presented. Commissioner Ford seconded the motion. All voted Aye. Motion carried.

Commissioner Ford moved the Board approve the following Compensation Adjustments for the Sheriff's Office in the total amount of $662,783 using budgeted funds until the Public Hearing on December 19, 2023, at 10:20 am for a Budget Amendment:
Two Court Security Officers for 10 Pay Periods: $81,210
Master of Records Position for 13 Pay Periods: $63,518
$1.50/hour Increase for 112 Sworn and Detention Officers for 16 Pay Periods: $268,478
Overtime for 16 Pay Periods: $192,077
Annual Equipment Reimbursement for 115 Sworn and Detention Officers: $57,500.
Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Commissioner Ford moved the Board approve Resolution Number 3057, approving the Official Holidays for County Employees for the year 2024, as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Commissioner McCreery moved the Board approve Resolution Number 3058 for the display of fireworks at the Veterans Day Ceremony, at Lasting Legacy Park from 11:00 AM to 1:00 PM on November 11, 2023, as presented. Commissioner Knutson seconded the motion. All voted Aye. Motion carried.

An opportunity for Public Comment was provided. No Public Comment was given.

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 11:05 AM. The next regular meeting of the Commissioners will be held Tuesday, November 21, 2023, at 9:00 AM in the Commissioners Chambers in the Courthouse.

_____ _____

Cindy Lovelace, County Clerk
Board of County Commissioners

Colleen Faber, Chairman
Board of County Commissioners

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

CLERK OF DISTRICT COURT
MONTHLY STATEMENT
OCTOBER 2023

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

The State of Wyoming } ss.
County of Campbell }

This instrument was filed on the____day of_____ 20_____.

_____
County Clerk

By_____
Deputy

MONTHLY STATEMENT

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

| Template | Org | Object | Full Acct | Description | | Amount |
|---|---|---|---|---|---|---|
| DIST COURT | 100111 | 43190 | 1000-10-110-111-0000-43190 | MISC FEES | | $ 5,824.49 |
| DIST COURT | 100111 | 43200 | 1000-10-110-111-0000-43200 | CIVIL FEE | | $ 9,230.00 |
| DIST COURT | 100111 | 43210 | 1000-10-110-111-0000-43210 | PROBATE FEES | | $ 170.00 |
| DIST COURT | 100111 | 43220 | 1000-10-110-111-0000-43220 | JURY FEES (Restitution of) | | $ 100.00 |
| DIST COURT | 500552 | 45000 | 5000-00-500-552-0000-45000 | FINES / Forfietures | | $ 6,600.30 |
| DIST COURT | 100000 | 46000 | 1000-00-000-000-0000-46000 | | | |
| | | | | | **Total** | $ 21,924.79 |

**Tender Summary:**

| Cash | Quantity | | Total |
|---|---|---|---|
| Coin | | | |
| $ 1s | | x1 | 0 |
| $ 5s | | x5 | 0 |
| $ 10s | | x10 | 0 |
| $ 20s | | x20 | 0 |
| $ 50s | | x50 | 0 |
| $100S | | x100 | 0 |
| Other | | | 0 |
| Cash Total | | | 0 |
| Checks | 1 | | |
| Total | | | $ - |
| Difference | | | $ 21,924.79 |

STATE OF WYOMING)
)ss
County of Campbell)

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

**WITNESS my hand and seal this 7th day of November, 2023**

Pamela Merchen, Clerk

**SHERIFF'S OFFICE**
**MONTHLY STATEMENT**
**OCTOBER 2023**

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

The State of Wyoming }
County of Campbell } ss.

This instrument was filed on the____day of_____ 20_____.

_____
County Clerk

By_____
Deputy

# 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 31, 2023** and filed with the County Clerk for presentation of the Board of County Commissioners of said County as required by Wyoming State Statute 18-3-814.

| | | | |
|---|---|---|---|
| 1000-20-050-051-0000-42280 | LAW ENFORCEMENT FORFEITURES | $ | 1,206.30 |
| 1000-20-050-051-0000-43115 | E-911 FEES | $ | - |
| 1000-20-050-051-0000-43190 | MISC FEES | $ | 7,284.00 |
| 1000-20-050-051-0000-43820 | REIMBURSEMENT INCOME | $ | 86,500.00 |
| 1000-20-050-051-0000-46000 | MISCELLANEOUS | $ | - |
| 1000-20-050-051-0000-49010 | TRANSFERS IN FROM 1% | $ | - |
| 1000-20-050-052-0000-43190 | MISC FEES | $ | - |
| 1000-20-050-052-0000-43820 | REIMBURSEMENT INCOME | $ | 26,414.61 |
| 1000-20-050-052-0000-46000 | MISCELLANEOUS | $ | - |
| 1000-20-050-053-0000-43090 | SHERIFF 24/7 PROGRAM FEES | $ | - |
| 1800-20-050-051-0000-43115 | E-911 FEES | $ | - |
| 3600-20-050-052-0000-43670 | RESALE ITEMS | $ | - |
| 3600-20-050-052-0000-43680 | CONCESSIONS/REVENUE/REIMB | $ | 3,137.97 |
| | **COUNTY TREASURY DEPOSIT:** | **$** | **124,542.88** |

| | | | |
|---|---|---|---|
| ATTORNEY GENERAL'S OFFICE | SEX OFFENDER REGISTRATION FEES | $ | 500.00 |
| TOW COMPANIES | TOWING FEES | $ | 850.00 |
| CIRCUIT/DISTRICT COURTS | EXECUTIONS | $ | - |
| VARIOUS LAW FIRMS | FORECLOSURE SALES | $ | - |
| VARIOUS OUTSIDE ENTITIES | FORECLOSURE REDEMPTIONS | $ | - |
| GILLETTE NEW RECORD | LEGAL NOTICE | $ | 59.85 |
| REFUND | OVERPAYMENT | $ | - |
| | **INTERMEDIARY FUNDS:** | **$** | **1,409.85** |

| | | |
|---|---|---|
| **TOTAL:** | **$** | **125,952.73** |

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 31st day of October, 2023.

Sheriff of Campbell County

**FISCAL YEAR 2023-2024**

**October 31, 2023**

| | | |
|---|---|---|
| FIB | 353153976 | 61,398.38 |
| FNB | 007-8 | 21,871,574.06 |
| ACH | 308-5 | 204,833.15 |
| FNB ARPA | 11122009 | 5,085,823.48 |
| FNB CCSD | 086-8 | 27,444.98 |
| FNB DARE 5991 | 5991 | 7,631.26 |
| FNB Flex | 568-1 | 44,536.41 |
| FNB Health Benefits | 315-8 | 2,431,486.71 |
| FNB Special Escrow | 74-4 | 10,734,701.64 |
| FNB Airport PFC Account | 133-3 | 370,025.09 |
| FNB CDS-CC Credit Card Fees | 195-1 | 1,918.96 |
| FNB Library Credit Card Fees | 862-1 | 547.29 |
| FNB Museum Credit Card Fees | 11092301 | 901.28 |
| FNB North Landfill Credit Card Fees | 864-8 | 4,206.49 |
| FNB Opioid Settlement | 329-6 | 357,029.92 |
| FNB Sheriff Inmate Account | 41-8 | 262,723.87 |
| FNB Recreation Credit Card Fees | 139-2 | 56,775.24 |
| FNB State Drug Forfeiture Funds | 132-5 | 23,985.53 |
| FNB-CDSCC-Region 13 Preschool Service | 24-8 | 0.00 |
| FNB-CDSCC-Early Head Start | 91-4 | 0.00 |
| NSF Checks | | 995.71 |
| Long & Short-Treasurer | | 2,100.00 |
| Clerk-Dist Crt-Sheriff-Engineer-Landfill-Public Health-Parks & Rec-Musc | | 3,995.63 |
| Cash & Currency | | 6,150.00 |
| **TOTAL CASH ACCOUNTS** | 41,560,785.08 | |
| **TOTAL TDOA'S** | 180,010,222.22 | |
| Premium & Discounts | | 22,538.91 |
| WGIF-Building Maintenance | | 39,258,253.69 |
| WGIF-Campus Maintenance | | 4,262,457.94 |
| WGIFCampus Maintenance Tec | | 2,557,333.23 |
| WGIF-Capital Replacement Reserve | | 98,606,122.12 |
| WGIF-Fleet Management | | 7,825,791.38 |
| WGIF-Fleet Mgmt-PLB -City | | 1,197,671.33 |
| WGIF-Gillette College Activity & Education Center | | 0.00 |
| WGIF-Gillette College Rodeo | | 0.00 |
| WGIF-Jt Powers Rec Maint Fund | | 9,113,678.93 |
| WGIF-Road Equipment | | 3,228,404.07 |
| WGIF-1% Road Machinery Repl | | 5,006,704.97 |
| WGIF-Short Term Future Cap Const | | 9,985,977.76 |
| WYOSTAR-1% Municipalities | | 0.00 |
| WYOSTAR-1% Optional | | 0.00 |
| WYOSTAR-Cap Fac Excess | | 925.88 |
| WYOSTAR-CCSD Dist Fund | | 0.00 |
| WYOSTAR-Enhanced 911 | | -15,064.22 |
| WYOSTAR-Fleet Management | | 0.00 |
| WYOSTAR-General | | -1,183,745.81 |
| WYOSTAR-General Held Revenues | | 0.00 |
| WYOSTAR-Health Benefits | | 18,362.39 |
| WYOSTAR-PILT | | 0.00 |
| WYOSTAR-Pronghorn Center Main Reserve | | 4,094.34 |
| WYOSTAR-SCFM | | -630.00 |
| WYOSTAR-Town of Wright Rec Maintenance | | 6,172.18 |
| WYOSTAR-Wyoming Lottery/Off Track Betting | | 137,712.04 |
| WYO Class-1% Municipalities | | 16,870,493.54 |
| WYO CLASS-1% Optional | | 7,085,377.19 |
| WYO CLASS-CCSD Dist Fund | | 22,292,000.00 |
| WYO CLASS-Enhanced 911 | | 703,817.92 |
| WYO CLASSGeneral | | 75,974,879.83 |
| WYO CLASS-General Held Revenues | | 0.00 |
| WYO CLASS-Health Benefits | | 5,165,577.39 |
| WYO CLASS-PILT | | 4,138,109.34 |
| WYO CLASS-Pronghorn Center Main Reserve | | 1,382,148.58 |
| WYO CLASS-SCFM | | 7,161,745.51 |
| WYO CLASS-Town of Wright Rec Maintenance | | 1,736,313.73 |
| WYO CLASS-Wyoming Lottery/Off Track Betting | | 3,991,084.59 |
| **TOTAL** | | 368,095,093.83 |

Approved by the Board of County Commissioners this _____ day of _____, 2023.

_____

_____

_____

_____

_____

_____

THE STATE OF WYOMING

ss.

County of Campbell

I, Rachael Knust, being first duly sworn according to law, on my oath do depose and say that I am County Treasurer within and for the County of Campbell in the State aforesaid; that the within and foregoing represents a true and correct Trial Balance of my records at the close of business Oct 31, 2023; that my statement of Cash is just, true and correct, so help me God.

Crystal Carley, Deputy

County Treasurer

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

_____

County Clerk

| 10/31/2023 | | |
|---|---|---|
| Airport | **0.00** | 0.00 |
| American Road | **7,390.88** | 7,390.88 |
| Antelope Valley | **0.00** | 0.00 |
| ARPA Funds | **0.00** | 0.00 |
| Bennor Estates | **34,012.27** | 34,012.27 |
| BOCHES | **290,433.43** | 290,433.43 |
| Bond Disclosure | **4,500.00** | 4,500.00 |
| Box N Ranch Rd | **3,840.00** | 3,840.00 |
| Brunsen | **2,700.00** | 2,700.00 |
| Buckskin | **6,300.00** | 6,300.00 |
| Car Company Tax | **0.00** | 0.00 |
| Cash Reserve | **15,000,000.00** | 15,000,000.00 |
| Cemetery | (42,626.55) | (42,626.55) |
| Central Campbell County | **59,433.63** | 59,433.63 |
| Certificates of Purchase | (0.00) | 0.00 |
| City of Gillette | **1,285,640.25** | 1,285,640.25 |
| Collins Heights | **0.00** | 0.00 |
| Cottonwood I&S | **4,200.00** | 4,200.00 |
| County Sales Tax | **0.00** | 0.00 |
| Country Living Acres | **1,375.00** | 1,375.00 |
| Countryside I&S | **7,950.00** | 7,950.00 |
| Crestview I & S | **0.00** | 0.00 |
| Donkey Creek | **3,600.00** | 3,600.00 |
| Eight Mile I&S | **25,920.00** | 25,920.00 |
| Fair | **0.00** | 0.00 |
| Fire | **0.00** | 0.00 |
| Foundation | **6,970,426.25** | 6,970,426.25 |
| Fox Park | **1,827.50** | 1,827.50 |
| Fox Ridge | **9,500.00** | 9,500.00 |
| Freedom Hills | **74,643.94** | 74,643.94 |
| General County | **69,909,424.72** | 69,909,424.72 |
| Gillette Community College Dist | **11,285,200.78** | 11,285,200.78 |
| Gillette Community College Recap | **2,062,692.79** | 2,062,692.79 |
| Graceland | **28,710.00** | 28,710.00 |
| Green Valley Estates | **0.00** | 0.00 |
| Health Benefits Trust | **5,857,016.41** | 5,857,016.41 |
| Heritage Village | **18,429.02** | 18,429.02 |
| High Country Estates | **1,755.60** | 1,755.60 |
| Highway VIN Fees | **0.00** | 0.00 |
| Hospital | **1,742,607.39** | 1,742,607.39 |
| Hospital Bond | **40.43** | 40.43 |
| Hospital Bond Interest | **5.02** | 5.02 |
| Interstate Industrial | **0.00** | 0.00 |
| Investments-1% Muni Jt Powers | **15,908,396.30** | 15,908,396.30 |
| Investments-1% Optional | **6,950,350.73** | 6,950,350.73 |
| Investments-Building Maintenance | **39,258,253.69** | 39,258,253.69 |
| Investments-Campus Maintenance | **4,262,457.94** | 4,262,457.94 |
| Investments-Campus Tech Center- Fu | **2,557,333.23** | 2,557,333.23 |
| Investments-Cap Fac Excess | **925.88** | 925.88 |
| Investments-Capital Replace Reserve | **98,606,122.12** | 98,606,122.12 |
| Investments-Enhanced 911 Fees | **800,955.87** | 800,955.87 |
| Investments-Fleet Management | **17,258,571.75** | 17,258,571.75 |
| Investments-Gillette College | **0.00** | 0.00 |
| Investments-Jt Powers Rec Maintenan | **9,113,678.93** | 9,113,678.93 |
| Investments-PILT | **4,138,109.34** | 4,138,109.34 |
| Investments-Pronghorn Center Main R | **1,386,242.92** | 1,386,242.92 |
| Investments-SCFM County Road Fund | **7,161,745.51** | 7,161,745.51 |
| Investments-Short Term Future Capital | **9,985,977.76** | 9,985,977.76 |
| Investments-Town of Wright Rec Maint | **1,742,485.91** | 1,742,485.91 |
| Investments-Wyoming Lottery/Off Trac | **4,016,553.74** | 4,016,553.74 |
| Library | **0.00** | 0.00 |
| Little Thunder I&S | **26,070.00** | 26,070.00 |
| Lodging Tax | (0.00) | 0.00 |
| Los Caballos | **5,400.00** | 5,400.00 |
| McKenny | **1,400.00** | 1,400.00 |
| Meadow Springs I&S | **3,485.00** | 3,485.00 |
| Means | **0.00** | 0.00 |
| Means,Carter,N Hannum | **13,000.00** | 13,000.00 |

| | | |
|---|---|---|
| Moon Ridge | **8,062.50** | 8,062.50 |
| Motor Vehicle County Fees | **0.00** | 0.00 |
| Motor Vehicle State Fees | **30,931.22** | 30,931.22 |
| Motor Vehicle Non Apportioned Fees | **0.00** | 0.00 |
| Motor Vehilce Temp Sticker/paper Fee | **0.00** | 0.00 |
| Mobile Machinery County Fees (MIP) | **0.00** | 0.00 |
| Mobile Machinery Pro-Rate (IRP) | **0.00** | 0.00 |
| Motor Vehicle Pro-Rate (MOP) | **0.00** | 0.00 |
| Motor Vehicle In Transit Permit | **40.00** | 40.00 |
| Motor Vehicle Temp Worker Decals | **0.00** | 0.00 |
| Museum | **0.00** | 0.00 |
| North Rangeland | **3,120.00** | 3,120.00 |
| Organ Donor Donations | **2.00** | 2.00 |
| Oriva Hills | **25,400.00** | 25,400.00 |
| Overbrook I&S | **24,155.78** | 24,155.78 |
| Peoples | **18,196.00** | 18,196.00 |
| Pineview | **11,201.00** | 11,201.00 |
| Pinnacle Heights | **850.00** | 850.00 |
| Prairieview | **19,380.00** | 19,380.00 |
| Predatory | **7,657.95** | 7,657.95 |
| Premium & Discounts | **22,538.91** | 22,538.91 |
| Rafter D | **1,800.00** | 1,800.00 |
| Recreation | **0.00** | 0.00 |
| Rock Road I&S | **2,687.50** | 2,687.50 |
| Rocky Point | **7,743.16** | 7,743.16 |
| Rustic Hills | **11,070.00** | 11,070.00 |
| Sales & Use Tax | **991,470.07** | 991,470.07 |
| School--1 Mill Optional | **0.00** | 0.00 |
| School--6 Mill County Wide | **3,491,937.14** | 3,491,937.14 |
| School--25 Mill Special School | **14,549,734.26** | 14,549,734.26 |
| School--BOCES | **0.00** | 0.00 |
| School--Cap Main | **0.00** | 0.00 |
| School--General School | **375,732.85** | 375,732.85 |
| School--Rec Mill | **581,988.16** | 581,988.16 |
| School Bond Redemption | **0.00** | 0.00 |
| School Bond Redemption Interest | **0.00** | 0.00 |
| Small Buttes | **2,700.00** | 2,700.00 |
| South Douglas Hwy | **58,794.00** | 58,794.00 |
| Southern Industrial | **0.00** | 0.00 |
| Southfork Estates | **12,600.00** | 12,600.00 |
| Southside | **0.00** | 0.00 |
| Special Escrow | **10,730,201.64** | 10,730,201.64 |
| Spring Hill Ranch I&S | **3,908.00** | 3,908.00 |
| Stonegate Estates | **38,880.00** | 38,880.00 |
| Sundog | **7,020.00** | 7,020.00 |
| Taxes-Transportable Homes | **0.00** | 0.00 |
| Taxes-2024 | **0.00** | 0.00 |
| Taxes-Interest 2024 | **0.00** | 0.00 |
| Taxes-2023 | **0.00** | 0.00 |
| Taxes-Interest 2023 | **0.00** | 0.00 |
| Taxes-2022 | **0.00** | 0.00 |
| Taxes-Interest 2022 | (0.00) | 0.00 |
| Taxes-2021 | **0.00** | 0.00 |
| Taxes-Interest 2021 | **0.00** | 0.00 |
| Taxes-2020 | **0.00** | 0.00 |
| Taxes-Interest 2020 | **0.00** | 0.00 |
| Taxes-2019 | **0.00** | 0.00 |
| Taxes-Interest 2019 | **0.00** | 0.00 |
| Taxes-2018 | **0.00** | 0.00 |
| Taxes-Interest 2018 | **0.00** | 0.00 |
| Taxes-2017 | **0.00** | 0.00 |
| Taxes-Interest 2017 | **0.00** | 0.00 |
| Taxes-2016 | **0.00** | 0.00 |
| Taxes-Interest 2016 | **0.00** | 0.00 |
| Taxes-2015 | **0.00** | 0.00 |
| Taxes-Interest 2015 | **0.00** | 0.00 |
| Taxes-2014 | **0.00** | 0.00 |
| Taxes-Interest 2014 | **0.00** | 0.00 |
| Taxes-2013 | **0.00** | 0.00 |
| Taxes-Interest 2013 | **0.00** | 0.00 |

| | | |
|---|---|---|
| Taxes-2012 | **0.00** | 0.00 |
| Taxes-Interest 2012 | **0.00** | 0.00 |
| Taxes-2011 | **0.00** | 0.00 |
| Taxes-Interest 2011 | **0.00** | 0.00 |
| Taxes-2010 | **0.00** | 0.00 |
| Taxes-Interest 2010 | **0.00** | 0.00 |
| Taxes-2009 | **0.00** | 0.00 |
| Taxes-Interest 2009 | **0.00** | 0.00 |
| Taxes-2008 | **0.00** | 0.00 |
| Taxes-Interest 2008 | **0.00** | 0.00 |
| Taxes-2007 | **0.00** | 0.00 |
| Taxes-Interest 2007 | **0.00** | 0.00 |
| Taxes-2006 | **0.00** | 0.00 |
| Taxes-Interest 2006 | **0.00** | 0.00 |
| Taxes-2005 | **0.00** | 0.00 |
| Taxes-Interest 2005 | **0.00** | 0.00 |
| Taxes-2004 | **0.00** | 0.00 |
| Taxes-Interest 2004 | **0.00** | 0.00 |
| Taxes-2003 | **0.00** | 0.00 |
| Taxes-Interest 2003 | **0.00** | 0.00 |
| Taxes-2002 | **0.00** | 0.00 |
| Taxes-Interest 2002 | **0.00** | 0.00 |
| Taxes-2001 | **0.00** | 0.00 |
| Taxes-Interest 2001 | **0.00** | 0.00 |
| Taxes-2000 | **0.00** | 0.00 |
| Taxes-Interest 2000 | **0.00** | 0.00 |
| Taxes-1999 | **0.00** | 0.00 |
| Taxes-Interest 1999 | **0.00** | 0.00 |
| Taxes-1998 | **0.00** | 0.00 |
| Taxes-Interest 1998 | **0.00** | 0.00 |
| Taxes-1997 | **0.00** | 0.00 |
| Taxes-Interest 1997 | **0.00** | 0.00 |
| Taxes-1996 | **0.00** | 0.00 |
| Taxes-Interest 1996 | **0.00** | 0.00 |
| Taxes-1995 | **0.00** | 0.00 |
| Taxes-Interest 1995 | **0.00** | 0.00 |
| Taxes-1994 | **0.00** | 0.00 |
| Taxes-Interest 1994 | **0.00** | 0.00 |
| Taxes-1993 | **0.00** | 0.00 |
| Taxes-Interest 1993 | **0.00** | 0.00 |
| Taxes-1992 | **0.00** | 0.00 |
| Taxes-Interest 1992 | **0.00** | 0.00 |
| Taxes-1991 | **0.00** | 0.00 |
| Taxes-Interest 1991 | **0.00** | 0.00 |
| Taxes-1990 | **0.00** | 0.00 |
| Taxes-Interest 1990 | **0.00** | 0.00 |
| Taxes Paid in Protest | **0.00** | 0.00 |
| Town of Wright | **38,926.10** | 38,926.10 |
| Veterans Exemptions | **0.00** | 0.00 |
| Ward Creek I&S | **15,290.00** | 15,290.00 |
| Watercraft VIN Fees | **0.00** | 0.00 |
| Weed & Pest | **(927,644.01)** | (927,644.01) |
| Wessex Impr & Service | **2,625.00** | 2,625.00 |
| Wild Horse Creek I&S | **10,200.00** | 10,200.00 |
| Wildlife Conservation Donation | **10.00** | 10.00 |
| Wright Water & Sewer | **53,768.61** | 53,768.61 |
| | **368,095,093.83** | 368,095,093.83 |
| | | |
| | **368,095,093.83** | Balance on Daily Receipts |
| | **368,095,093.83** | Balance on Trial Balance |
| | **0.00** | |

# PAYROLL PAYMENT

***FOR THE PAY PERIOD (s) ENDING***

9/30, 23
10/14, 23
10/28, 23

We do hereby approve the County Payroll as presented this 21st day of November, 2023

Member

Member

Member

Member

Chairman

10/2/2023
date processed

# PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL No: 2021-252

**NAME: WGR ASSET HOLDINGS CO LLC**

**NOTICE ISSUED FOR:**

**NOVC#**

**OTHER: Equipment was sold in 2022.**

☐ **PARTIAL**
☐ **REBATE**
☑ **CANCELLATION**

**YEAR: 2023** **TAX NOTICE NO.**

**ACCOUNT/PARCEL# 20060368**

**DISTRICT NO. 0100**

**ASSESSED VALUATION: $18,498**

**AMOUNT:$ 1153.44**

Tony A. Clements **COUNTY ASSESSOR**

**APPROVED:** ☐ **DENIED:** ☐

**THIS** _____ **DAY OF** _____ **, 20** ___

_____

_____

_____

_____

_____

**BOARD OF COUNTY COMMISSIONERS**

**FILED** _____ **, 20** ___

_____ **COUNTY CLERK**

CAMPBELL COUNTY
PO. BOX 1027
GILLETTE, WY 82717
(307)682-7268

WGR ASSET HOLDING CO LLC
ATTN KE ANDREWS
2424 RIDGE ROAD
ROCKWALL TX 75087-5116

## *PARCEL# INFORMATION - TAX YEAR: 2023 PARCEL#: 020060368*

| | | | | | |
|---|---|---|---|---|---|
| Tax Year: | 2023 | Parcel#: | 020060368 | Status: | Active |
| Tax Type: | OG | Oil and Gas | | | |
| Bank Code: | | | | | |
| Levy Dist: | 0100 | CAMPBELL COUNTY | | | |

## *OWNERSHIP INFORMATION - TAX YEAR: 2023 PARCEL#: 020060368*

| | | | |
|---|---|---|---|
| Name: | WGR ASSET HOLDING CO LLC | Type: | 1 Primary |
| Alpha: | WGR ASSET HOLDING CO LLC | Mail To: | Yes |
| Address: | ATTN KE ANDREWS<br>2424 RIDGE ROAD | | |
| City: | ROCKWALL ST: TX Zip: 75087 5116 | | |

## *LEGAL DESCRIPTION - TAX YEAR: 2023 PARCEL#: 020060368*

| | | | | | |
|---|---|---|---|---|---|
| Legal#: | 1 | GEO Pin: | 17-2222-00-0-60-368. | Levy Dist: | 0100 CAMPBELL COUNTY |
| Desc Type: | | | | | |
| Situs Address: | | | | | |
| Situs City: | | ST: CO | Zip: 3779 | | |
| Legal Acres: | 0.000 | Legal Sq Ft: | 0 | | |
| Full Desc: | PERSONAL PROPERTY | | | | |

**Tax Year: 2023 Parcel# : 020060368**

## *VALUATION / ASSESSMENT - TAX YEAR: 2023 PARCEL#: 020060368*

| Legal# | Class Code | Class | Type | Description | Qty | Market Value | Taxable Value |
|---|---|---|---|---|---|---|---|
| 1 | 2044760 | | PV | Industrial Personal Property | 0.00 | 160,848 | 18,498 |
| 1 | 2044760 | | PV | Industrial Personal Property<br>10-2-23 CANCELLATION #2021-252<br>EQUIPMENT SOLD IN 2022. | 0.00 | -160,848 | -18,498 |
| | | | | | | 0 | 0 |

## *MISC CODE INFORMATION - TAX YEAR: 2023 PARCEL#: 020060368*

| Misc Code | Description | Legal# | Type | Flat/Rate/ %/Mill | Quantity/ Taxable | Amount |
|---|---|---|---|---|---|---|

## *USER DEFINED DATA FIELDS - TAX YEAR: 2023 PARCEL#: 020060368*

***Character Fields (25):***
1.
2.
3.

***Character Fields (10):***
1.
2.
3.

***Character Fields (5):***
1.
2.
3.

***Logical Fields:***
1. PTAP: NO
2. VETERAN: NO
3.

***Decimal Fields:***
1. Base Value: 0.00
2.
3.

***Integer Fields:***
1. Res sq ft IN: 0
2. Com sq ft IN: 0
3. Sq ft OUT: 0.00

## *PAYOFF INFORMATION (PAYABLE AS OF: 10/02/2023)*

| Tax Year | Stmt# | Pmt Half | 1st Half Amount | 1st Half Status | 1st Half Due Date | 2nd Half Amount | 2nd Half Status | 2nd Half Due Date | Penalty/ Interest | TOTAL DUE |
|---|---|---|---|---|---|---|---|---|---|---|
| 2023 | 23515 | 1st | 576.72 | Current | 11/10/2023 | | | | 0.00 | 576.72 |
| 2023 | 23515 | 2nd | | | | 576.72 | Current | 05/10/2024 | 0.00 | 576.72 |
| | | | | | | | | | | **1,153.44** |

CCT Use 020060368-23515

# Campbell County

## Rachael Knust, Treasurer

### 2023 TAX BILL

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

PO. Box 1027
Gillette, WY 82717

| District | Parcel Number | State Acct. No. | GEO Pin |
|---|---|---|---|
| 0100 | 20060368 | O0060368 | 17-2222-00-0-60-368. |

**Assessed Valuation**

| | |
|---|---|
| Real Estate Value | $0.00 |
| Improvements/Buildings Value | $0.00 |
| Personal Property Value | $18,498.00 |
| Total Valuation | $18,498.00 |
| Mill Levy | 62.355 |
| General Taxes | $1,153.44 |
| Special Taxes | |
| **Total Tax** | **$1,153.44** |
| **First Installment** *DUE ON 9/1/23* | **$576.72** |
| **Second Installment** *DUE ON 3/1/24* | **$576.72** |

WGR ASSET HOLDING CO LLC
ATTN KE ANDREWS
2424 RIDGE RD
ROCKWALL, TX 75087-5116

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

**Legal Description:** PERSONAL PROPERTY

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

## TAX DOLLAR USE

| TAXING AUTHORITY | LEVY | AMOUNT |
|---|---|---|
| COLLEGE FOUNDATION PROGRAM | 2.630 | $48.66 |
| * (COLLEGE SUBTOTAL) | 2.630 | $48.66 |
| CAMPBELL COUNTY GOVERNMENT | 11.100 | $205.32 |
| CNTY HOSPITAL DIST TRUST FUND | 3.000 | $55.50 |
| CNTY SPEC CEMETERY BOARD TRUST | 0.784 | $14.50 |
| CNTY WEED & PEST BOARD TRUST | 0.341 | $6.30 |
| * (COUNTY SUBTOTAL) | 15.225 | $281.62 |
| CNTY UNIFIED SPEC DIST TRST FD | 25.000 | $462.44 |
| COOPERATIVE HIGHER EDUC SERV | 0.500 | $9.26 |
| COUNTY WIDE SCHOOL TRUST FUND | 6.000 | $110.98 |
| STATE OF WY FOUND PRG TRST FND | 12.000 | $221.98 |
| UNIFIED SCHOOL - RECREATION | 1.000 | $18.50 |
| * (SCHOOL SUBTOTAL) | 44.500 | $823.16 |
| TOTAL | 62.355 | $1,153.44 |

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

**OR**

**PAY YOUR 2023 TAX ONLINE AT:**
**https://itax.tylerapp.com/CampbellWY/**

## DUE DATES AND PAYMENT INFORMATION

**1st half installments are delinquent after November 10, 2023. 2nd half installments are delinquent after May 10, 2024.**
Any delinquent installment will bear interest at 18%.
Interest on first installment will be forgiven if TOTAL TAX is paid ON OR BEFORE December 31, 2023

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

**THIS IS THE ONLY BILL YOU WILL RECEIVE!**

### 2023 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

WGR ASSET HOLDING CO LLC
ATTN KE ANDREWS
2424 RIDGE RD
ROCKWALL, TX 75087-5116

Parcel #: 20060368

**Please Circle Which Amount You Are Paying:**

First Installment (Due On 9/1/23) $576.72
Total Tax Can Be Paid in Full By 12/31/23 $1,153.44

### 2023 SECOND INSTALLMENT COUPON

WGR ASSET HOLDING CO LLC
ATTN KE ANDREWS
2424 RIDGE RD
ROCKWALL, TX 75087-5116

Parcel #: 20060368

Second Installment (Due On 3/1/24) $576.72

11/2/2023
date processed

# PETITION FOR REBATE/CANCELLATION OF TAXES

## STATE OF WYOMING

## COUNTY OF CAMPBELL No: 2021-294

**NAME: BARN OWLS LLC**

**NOTICE ISSUED FOR:**

**NOVC# 2023-0464**

**OTHER:**

☑ **PARTIAL**
☑ **REBATE**
☐ **CANCELLATION**

**YEAR: 2023** **TAX NOTICE NO.**

**ACCOUNT/PARCEL# C0063164**

**DISTRICT NO. 100**

**ASSESSED VALUATION: $35,714**

**AMOUNT:$ 2,226.95**

Tony D. Campbell **COUNTY ASSESSOR**

**APPROVED:** ☐ **DENIED:** ☐

**THIS** _____ **DAY OF** _____ **, 20** ___

_____

_____

_____

_____

_____

**BOARD OF COUNTY COMMISSIONERS**

**FILED** _____ **, 20** ___

_____ **COUNTY CLERK**

# Campbell County

## Rachael Knust, Treasurer

### 2023 STATE ASSESSED - MINERALS TAX BILL

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

PO. Box 1027
Gillette, WY 82717

| District | Parcel Number | State Acct. No. |
|---|---|---|
| 0100 | 0C0063164 | C0063164 |

BARN OWLS LLC
ATTN ANITA WESTERN
550 BAILEY AVE STE 300
FORT WORTH, TX 76107-2100

92774

**Assessed Valuation**

| | |
|---|---|
| Assessed Value | 4,079,948 |
| Total Valuation | 4,079,948 |
| Mill Levy | 62.355 |
| General Taxes | 256,632.10 |
| Special Taxes | 0.00 |
| **Total Tax** | $256,632.10 |

**(Estimated Payment Amounts shown below)**

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

**Legal Description**

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

**TAX DOLLAR USE**

| TAXING AUTHORITY | LEVY AMOUNT | |
|---|---|---|
| CAMPBELL COUNTY GOVERNMENT | 11.100 | 45,683.85 |
| CNTY HOSPITAL DIST TRUST FUND | 3.000 | 12,346.99 |
| CNTY SPEC CEMETERY BOARD TRUST | .784 | 3,226.68 |
| CNTY UNIFIED SPEC DIST TRST FD | 25.000 | 102,891.55 |
| CNTY WEED & PEST BOARD TRUST | .341 | 1,403.44 |
| COLLEGE FOUNDATION PROGRAM | 2.630 | 10,824.19 |
| COOPERATIVE HIGHER EDUC SERV | .500 | 2,057.83 |
| COUNTY WIDE SCHOOL TRUST FUND | 6.000 | 24,693.97 |
| STATE OF WY FOUND PRG TRST FND | 12.000 | 49,387.94 |
| UNIFIED SCHOOL - RECREATION | 1.000 | 4,115.66 |
| TOTAL | 62.355 | 256,632.10 |

**Payments may be mailed to:**
CAMPBELL COUNTY TREASURER
PO. Box 1027
Gillette, WY 82717-1027

**DUE DATES AND PAYMENT INFORMATION**
**Unpaid balance, if any, is delinquent after 12/20/2023**
**Any overpaid taxes will be refunded by 12/20/2023**
Any delinquent installment will bear interest at 18%.

**Parcel# : 0C0063164 Estimated Payments**

| Install# | Pmt Date | Amount |
|---|---|---|
| 1 | 11/09/2022 | 55,015.18 |
| 2 | 12/21/2022 | 38,344.18 |
| 3 | 02/21/2023 | 77,310.82 |
| 4 | 03/03/2023 | 39,264.60 |
| 5 | 04/13/2023 | 42,459.32 |
| Total Estimated Payments: | | 252,394.10 |
| Total Tax Amount: | | 256,632.10 |
| Total balance due by 12/20/2023: | | 4,238.00 |

# CAMPBELL COUNTY TREASURER

PO. Box 1027
Gillette, WY 82717-1027

## Rachael Knust

**TAX RECEIPT**
***** DUPLICATE *****

**Clerk: Casara Erickson**
**Batch Number: 20231031-000497**

**Today's Date: 11/02/2023**

**Received from:** BARN OWLS LLC

| Receipt# | Trans Date | Tax Year | Tax ID# | Stmt# | Half | Due Date | Interest Date | Tax Amount | Penalty/ Interest | Total Amount |
|---|---|---|---|---|---|---|---|---|---|---|
| 1209471 | 11/01/2023 | 2023 | 0C0063164 | 27908 | 1st | 12/20/2023 | 11/01/2023 | 4,238.00 | 0.00 | 4,238.00 |
| BARN OWLS LLC<br>ATTN ANITA WESTERN<br>550 BAILEY AVE STE 300<br>FORT WORTH TX 76107-2100 | | | | DISTRICT: 0100 | | | | | | |
| | | | | | | | **TOTAL PAID:** | **$4,238.00** | **$0.00** | **$4,238.00** |

| Payment Type | Doc# | Description | Amount |
|---|---|---|---|
| CHECK | 5903 | BARN OWLS LLC | 4,238.00 |
| | | **TOTAL:** | **4,238.00** |

ADMINNO: 15170

# TAXROLL CORRECTION
## Tax Year: 2023

**To:** CAMPBELL TREASURER

**From:** CAMPBELL ASSESSOR

**Correction Type:**

**Account #:** C0063164

**Map #:**

**Parcel #:**

**Account Type** State Assessed

**Sub\Lot\Block**

**Legal Desc:**

**Name:** BARN OWLS LLC
ATTN ANITA WESTERN

**Address:** 550 BAILEY AVE STE 300

FORT WORTH , TX 76107-2100

***PLEASE MAKE THE FOLLOWING CHANGES TO THE TAX ROLL FOR THE ABOVE MENTIONED YEAR***

| Tax District: 0100 | Actual Value | Assessed Value | Mill Levy | Total Tax | Penalty $ |
|---|---|---|---|---|---|
| **Prior Values** | $4,115,662.00 | $4,115,662.00 | 62.3550 | $256,632.10 | $0.00 |
| **Adjusted Values** | $4,079,948.00 | $4,079,948.00 | 62.3550 | $254,405.16 | $0.00 |
| ***Difference Decrease Tax Roll*** | ***-$35,714.00*** | ***-$35,714.00*** | ***0.0000*** | ***-$2,226.94*** | ***$0.00*** |

**Reason** 11-2-23 Rebate #2021-294 PER NOVC #2023-0464.

**Appraiser** **Date**

**Reviewed By** **Date**

**Signature** **Date**

10/30/2023

**WYOMING DEPARTMENT OF REVENUE**

**IN THE MATTER OF THE ASSESSMENT OF**

**BARN OWLS, LLC**

**Operator ID: 02774**

**NOTICE OF VALUATION CHANGE**
**2023-0464**

**ASSESSOR**

**Campbell, Johnson**



1. On October 6, 2023, Barn Owls, LLC (Barn Owls) filed amended returns for the attached properties.

2. Barn Owls filed the amended returns in response to a letter from the Mineral Tax Division of the Wyoming Department of Revenue informing Barn Owls of discrepancies discovered in an examination of WOGCC Form 2 reporting and Annual Gross Products reporting for the 2022 production year.

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

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

BARN OWLS, LLC
ANITA WESTERN
550 BAILEY AVENUE STE300
FORT WORTH, TEXAS76107

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

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

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

**WYOMING DEPARTMENT OF REVENUE**

**IN THE MATTER OF THE ASSESSMENT OF**

**BARN OWLS, LLC**

**Operator ID: 02774**

**NOTICE OF VALUATION CHANGE**
**2023-0464**

**ASSESSOR**
**Campbell, Johnson**



| Tax Year | Prod Year | Group Name | Group Number | County | Tax District | Mineral | Taxable Value Change |
|---|---|---|---|---|---|---|---|
| 2023 | 2022 | LITTLE MITCHELL CREEK | 000269 | Campbell | 0100 | Oil | (630) |
| 2023 | 2022 | MINNELUSA UNIT | 000270 | Campbell | 0100 | Oil | 19,370 |
| 2023 | 2022 | THOLSON | 000272 | Campbell | 0100 | Oil | (10,845) |
| 2023 | 2022 | ROZET WEST | 002250 | Campbell | 0100 | Oil | 22,800 |
| 2023 | 2022 | ROZET | 002252 | Campbell | 0100 | Oil | (20,978) |
| 2023 | 2022 | BARBER CREEK WEST | 004414 | Johnson | 0100 | Oil | 45,026 |
| 2023 | 2022 | ADON NORTH | 004574 | Campbell | 0100 | Oil | (45,431) |

**MADE AND ENTERED at Cheyenne, Wyoming, this 23rd day of October, 2023.**

**WYOMING DEPARTMENT OF REVENUE**

Brenda D. Henson

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

Craig Grenvik

**Craig Grenvik**
**Administrator, Mineral Tax Division**

11-2-23

NOVC #2023-0464

(35,714)
ALL x 67.355
(2,276.95)

Rebate #2021-294
see Sch #63164

Wyoming Department of Revenue, Mineral Tax Division, 122 West 25th Street, Suite E301, Herschler Building East Cheyenne, WY 82002-0110
Phone (307) 777-5237 – Internet: http://revenue.wyo.gov – E-mail: directorofrevenue@wyo.gov

*FAMCare Annual Maintenance and Service Agreement*

**RENEWAL**

This Renewal Agreement supplements the original Software License Agreement for Purchase, Software Maintenance Agreement dated May 29, 2020, is made effective as of July 1, 2023, by and between Campbell County Government, ("CLIENT"), and Global Vision Technologies Inc. ("GVT") of 6614 Clayton Road, #346, St. Louis, MO 63117. The parties agree that the following updates to the original Agreements shall be in effect:

1. **DESCRIPTION OF SERVICES –** (July 1, 2023 – June 30, 2024)

**Software Renewal Costs**

| Maintenance | 2023/2024 |
|---|---|
| **Section A: Software** | |
| **Yearly Maintenance Costs**<br>Technical support, code issues and fixes, periodic updates or additional needed modifications, new releases, on-demand packages and upgrades, patches | 14,083.65 |
| **TOTALS:** | **$ 14,083.65** |

*Hours estimated for customizations are based on forms and reports provided by customer prior to contract signing and the list is incorporated into the Schedule A. Although every effort is made to provide accurate estimates, if additional hours are needed or additional forms and/or reports are requested - they will be estimated on a time and materials basis at that time. Our billing rates are determined based on the level of complexity to the programming scope. Form layout/design work and Level One programming are at $150/hr; Level Two programming is at $200, respectively. Our database import estimates are based on data structures given to us in advance and assume "clean" data is provided, meaning it is normalized and in a relational database structure.

2. **PAYMENT –** CLIENT will pay a fee to GVT for the Services and the license to use the software herein granted in the amount of $14,083.65 which includes the fees for 1 year of maintenance and support to the FAMCare platform.

3. **TERM AND TERMINATION –** The term of this Renewal and period of coverage shall be as follows: July 1, 2023 through June 30, 2024

All other terms and conditions contained within the original Software License Agreement, Maintenance Agreement and Source Code Escrow Agreement dated May 29, 2020, shall apply.

CLIENT

By: _____

Global Vision Technologies Inc.

By: _____
April Freund, President

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

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

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

November 15, 2023

Mr. Andrew Archuleta
Wyoming State Director
BUREAU OF LAND MANAGEMENT
5353 Yellowstone Road
Cheyenne, Wyoming 82009
Email: https://eplanning.blm.gov/eplanning-ui/project/2026886/570

RE: BLM Public Scoping period for the 2024 Second Quarter Competitive Oil & Gas Lease Sale

Dear State Director Archuleta:

On behalf of the Campbell County Board of Commissioners (County), we appreciate the opportunity to submit comments regarding the above referenced document. Campbell County's economic viability is highly dependent on the ability to produce, market, and deliver mineral and energy products to consumers not only in the County but within the State and across the country and our ability to continue with a viable federal fluid mineral leasing program plays a significant role in that process.

Campbell County is rich in federal resources as our lands are comprised of approximately 12.5% *federal surface* and an estimated 87.5% *federal minerals*. We are also an energy rich area with significant oil and gas resources used to meet the nation's energy demands. In Fiscal Year 2022, Campbell County estimated production from oil as being approximately 19.9 million bbls with gas at an estimated 90.9 MCF. The ability to continue this economic activity is dependent on a number of factors and can be hindered by excessive environmental regulations.

BLM is offering two (2) lease parcels in this lease sale that are located in Campbell County, which include lease numbers WYW-2024-06-7296 and WYW-2024-06-1786. The County strongly supports continued oil and gas leasing of all federal parcels to ensure energy security in meeting increased demand.

Campbell County offers the following comments for BLMs consideration:

- Consistency with Campbell County Natural Resource Plan (CCNRP) -- Campbell County encourages both state and federal agencies to be as consistent as allowed by law with the Campbell County Natural Resource Land Use Plan adopted in September of 2022 (County Plan). The County Plan specifically recognizes that the private sector is the best engine for economic growth; regulatory policies should respect the role of state and local governments; and state and federal land policies and regulations should be effective, consistent, sensible, and understandable. The County encourages reasonable federal environmental regulations and actions that do not deter or delay the production of mineral resources. For the BLMs convenience the County has identified a few priority policy positions that are impacted by this Proposed Rule and can be found on Pages 132-133 of the County Plan. This is not a comprehensive list and BLM is encouraged to review the County Plan, in its entirety, for more details:

- Oppose the imposition of barriers to mineral resource production and development.
- Consider all available and relative economic data to determine and document economic impacts to the mineral industry, to county and local governments, and to county residents from any proposed land management and/or natural resource planning decisions;
- Resolve conflicts between competing mineral resource industries in an effort to maximize production and sustained economic returns.

- Expressions of Interest (EOI) – The County calls attention to the low number of acres and parcels being offered at this sale – 20 parcels encompassing 11,250 acres. While the BLM has noted that they process all EOI, they are not *offering* all EOIs for sale. BLM must provide further insight as to the process for determining which EOI will be made available for lease along with a detailed explanation of why certain EOI are deferred or withheld from the lease sale. Unless restricted or withdrawn in the governing Resource Management Plan (RMP) or a court directive, all federal parcels should be offered for lease.

- Greater Sage-grouse (GrSG) – The County fully supports the Wyoming Greater Sage-grouse Core Area Protection Executive Order 2019-3 (EO) has gone on record in previously submitted comments strongly supporting BLM's alignment with the Wyoming EO to the greatest extent possible. The County realizes that BLM is undergoing a separate plan amendment process regarding GrSG, which does not affect this lease sale; however, we support the removal of any reference to a "prioritization" process being implemented by the BLM for leasing in Priority Habitat Management Areas (PHMA). Most parcels, even if leased, will never be developed and if surface disturbance ultimately occurs on the lease, the EO and RMP have tools to limit disturbance by encouraging co-location, placing disturbance in non-habitat, amongst a host of other mitigation measures. It is unacceptable that BLM would use deferrals of lease parcels as a mitigation tool for managing GrSG and its habitat. BLM should allow leasing to move forward in PHMA with the appropriate stipulations for habitat protection and should defer to the Wyoming EO for management prescriptions to the greatest extent possible.

- Socio-economic Impacts – Economic impacts do matter. Oil and gas production is an important component of the State and County's economic base and also has a direct impact on schools, colleges, highways and the overall socio-economics of the community. To further illustrate its importance, the assessed valuation in Campbell County alone for oil and gas in Fiscal Year 2022 is approximately $1.6 billion.

  Statewide crude oil and natural gas production paid over $274 million in severance taxes, about 59% of all the severance taxes paid by minerals produced in 2020. Oil and gas production, by itself, accounted for over 40% of the total property taxes levied in Wyoming and nearly 70% of the property taxes levied on all minerals.

  Furthermore, ad Valorum taxes associated with oil and gas production generated an average of over $12,000,000 a year for Campbell County the last 5 years. This represents over 25% of all property tax paid in the County. A decrease in assessed valuation will affect all County operations including road and bridge construction and maintenance, investment in IT technology and cyber security, economic diversification investment (water, sewer, and streets), fire equipment and personal, and daily operations.

  In addition, noted on the Petroleum Association of Wyoming website, in 2019 Wyoming employed over nineteen thousand direct jobs in the oil and gas industry. In addition, oil and gas production in 2020 contributed over $1.23 billion to state and local governments, which equates to a direct payment of nearly $2,129 for every person living in Wyoming.

  We cannot emphasize enough the importance of fluid mineral leasing and development. Funding derived from mineral development constitutes a significant portion of revenue used to pay for essential services, including roads, fire protection, courthouses and judicial systems, libraries, landfills, hospitals, law enforcement, airports,

recreation, public health, and senior citizen centers. Any curtailment of leasing and development activity significantly impacts the socio-economics of the communities and eliminates a critical funding stream for not just Campbell County, but all counties, the State of Wyoming and its residents, which will cause reductions to budgets for human services, education, infrastructure and law enforcement. Without that tax revenue derived from this industry, there would be insufficient funds to provide basic services at a level needed for the protection of the county residents' health, safety and security. This Proposed Rule, if implemented, will undoubtedly impact the socioeconomics of local jurisdictions where federal lands and minerals exist.

In conclusion, Campbell County implores BLM to move forward with leasing all of the parcels in question on this lease sale. In addition, BLM should also make every effort to process and allow EOI nominated by the private sector to be offered during all lease sales.

Again, this is a critical issue for Campbell County and the State of Wyoming. Should you have questions or require additional information, do not hesitate to contact me at 307-682-7283 (colleen.faber@campbellcountywy.gov) or our natural resource policy advisor Dru Palmer at 307-388-2709 (dru@wyoming.com).

Sincerely,

Colleen D. Faber
Chairman

CC: The Honorable Governor Mark Gordon
United States Senator John Barrasso
United States Senator Cynthia Lummis
United States Congresswoman Harriet Hageman
Jerimiah Rieman, Wyoming County Commissioners Association

| | |
|---|---|
| **Policy Name:**<br>Campbell County Statement of Investment | **Policy Number:**<br>2.004 |
| **Effective Date:** | **Adoption Date**: |
| **Approved By (Commissioner Chair):** | **Approved By (Treasurer):** |
| **Authority: (State Statute and or Resolution number) W.S 9-4-831 (h)** | |
| **Revision Dates:** | |

**I. Purpose:** This Statement of Investment Policy is adopted pursuant to the requirements of Wyoming State Statute §9-4-831(h). It is the policy of Campbell County to invest public funds in a manner which will provide a reasonable rate of investment return while assuring the maximum security of principal, meeting the daily cash flow demands of the County, and conforming to all federal, state and local laws and regulations governing the investment of public funds. The County's Statement of Investment Policy shall be adopted by resolution of the Board of Campbell County Commissioners and will be reviewed on an annual basis.

**II. Definitions:**

A. **Personal Business**: any activity that is not a governmental function as defined by Wyoming State Statute §6-5-101.

B. **Par Market Value:** fixed value assessed by issuer for the life of the security.

**III. Attachments (if applicable)**:

A. Investment Policy Compliance Statement

**IV. Policy**:

A. General Policy – This policy applies to all financial assets of Campbell County. This statement of investment objectives and policies are set forth in order to establish a clear understanding of the Campbell County Treasurer's investment policies and objectives. Develop specific guidelines and limitations for the Treasurer to ensure that funds are managed in accordance with the investment policies and objectives, while maintaining the authority and autonomy of the

Campbell County Treasurer to make investment decisions. Provide a basis for the evaluation of the investment performance of the plan (Benchmark).

B. Funds accounted for in the financial statements include:
    1. General Fund
    2. Special Revenue Fund
    3. Capital Project Fund
    4. Proprietary Fund
    5. Fiduciary Fund
    6. Debit Service Fund
    7. Payment-in-Lieu-Taxes (PILT)
    8. Health Benefits Trust
    9. 1% Optional Sales Tax
    10. 10. Grant Funds
    11. Any funds approved by the Board of County Commissioners

C. Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

D. The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes.

E. Investment Objectives – The primary objectives, in priority order, of Campbell County investment activities shall be:
    1. Safety: Safety of principal is the foremost objective of the investment program. Investments of the County shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential

losses on individual securities do not exceed the income generated from the remainder of the portfolio.

2. Liquidity: The County's investment portfolio will remain sufficiently liquid to enable the County to meet all operating requirements which might be reasonably anticipated.
3. Return on Investment: The County's investment portfolio shall be designed with the objective of attaining a reasonable rate of return throughout budgetary and economic cycles, taking into account the County's investment risk constraints and the cash flow characteristics of the portfolio.

F. Management Responsibility: Authority to manage Campbell County's investment program is derived from the Wyoming State Statutes §9-4-831. Management responsibility for the investment program is hereby delegated to the Campbell County Treasurer and Deputy Treasurers, who shall establish written procedures for the operation of the investment program consistent with this investment policy. No person may engage in the investment transaction except as provided under terms of this policy and the procedures established by the Campbell County Treasurer. All those involved in investments of funds must sign the Investment Policy Compliance Statement.

1. Any party who generates profit or income from the investment or holding of County money shall file a Notice of Expense to Taxpayers with the Campbell County Treasurer within thirty (30) calendar days of the end of each fiscal year. The notice shall identify the following:
    (i) The status of the organization, whether the organization is a non-profit, for-profit, governmental entity, or non-governmental entity.
    (ii) A comprehensive list of costs, expenses, or profits taken from or charged to the corpus of the money held or invested by the entity.
    (iii) The cost to the taxpayer associated with the entity's actions for the current fiscal year and the lifetime cost to the taxpayers

during the entity's involvement with Campbell County investments. The notice shall identify in simple math the yearly cost and lifelong cost to the taxpayer of Campbell County.

(iv) Include whether the entity is acting in a fiduciary capacity on behalf of Campbell County.

G. Ethics and Conflict of Interest: In compliance with Wyoming State Statute §6-5-118, effective July 1, 1997, no public officer or public servant who invests public funds for a unit of government, or who has authority to decide how public funds are invested, shall transact any personal business with, received an pecuniary benefit from or have any financial interest in any entity, other than a governmental entity, unless he/she has disclosed the benefit or interest in writing to the body of which he/she is a member or entity for which he/she is working. Disclosures shall be made annually in a public meeting and shall be made part of the record of the proceedings. The public officer or public servant shall make the written discloser prior to investing any public funds in any entity, other than a governmental entity, which:

1. Provides any services related to investment of funds by the at same unit of government: or
2. Has a financial interest in any security or other investment made by that unit of government.

A violation of this section is a misdemeanor punishable by imprisonment for not more than six (6) months, a fine not more than seven hundred fifty dollars ($750.00) or both.

Pecuniary benefit shall include benefit in the form of services such as, but not limited to, transportation and lodging. As used in this section,

H. Authorized Financial Dealers and Institutions:

1. Campbell County will deposit its uninvested funds in an authorized depository institution. To the extent they are not otherwise invested, the monies collected and held by the Campbell County Treasurer shall be deposited and kept on deposit at all times in:

(i) Banks incorporated under the law of the State of Wyoming

(ii) National Banks

(iii) Savings and loan associations incorporated under the laws of the State of Wyoming.

(iv) Federal savings and loan associations and federal savings banks.

2. The Campbell County Treasurer shall select the following institutions:

   (i) Designated as a depository by the Campbell County Board of Commissioners and will be shown as such in the minutes of the Campbell County Commissioners meetings.

   (ii) The deposits made pursuant to this section shall be made to the extent that they are:

      a. Fully insured by the Federal Deposit Insurance Corporations or

      b. Secured by pledge of assets of a type authorized by (§9-4-821). Collateral will be held by an acceptable custodian, who, if it is other than Campbell County, will hold the collateral under joint custody receipt in proper form (§9-4-258 to 827).

3. Any bank or savings and loan association of federal savings bank, located in Campbell County may apply to keep money upon the following conditions:

   (i) All deposits are subject to payment when demanded by the proper Treasurer on his/her check, order, or demand, except that all funds deposited on time deposit, open account shall be withdrawable, under §9-4-809.

   (ii) All funds deposited in a savings deposit account shall be withdrawable upon demand provided that the bank or savings and loan association may at any time require giving notice in writing of an intended withdrawal of thirty days before a withdrawal is made.

(iii) Interest shall be paid upon the amount deposited which constitutes a time deposit, open account.

(iv) All deposits are also subject to regulations imposed by law.

4. The Campbell County Treasurer will maintain a list of financial institutions authorized to provide investment services.

(i) No public deposit shall be made except in a qualified public depository as established by State of Wyoming law.

(ii) All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Campbell County Treasurer and the Board of Campbell County Commissioners with the following:

a. Approved depository resolution. Any institution designated as a depository for funds of Campbell County will, within thirty days following the designation by the Board of Campbell County Commissioners, provide a certified copy of the resolution adopted by its board of directors to serve as a depository. The resolution must be in the form authorized by Wyoming State Statute §9-4-806.

b. Certification of having read the Campbell County investment policy. This does not include financial institutions where only deposits are made but does include those where certificates of deposit are purchased.

c. Qualified investment advisors assisting the Campbell County in the management of its overall portfolio may purchase and sell investment securities in accordance with this policy and may utilize their own approved list of broker/dealers and security issuers; however, the list shall fully comply with the criteria maintained in this policy.

I. Authorized and Suitable Investments

1. The County Treasurer is authorized and limited to invest in those types of securities as allowed by Wyoming State law (§9-4-831). There is no

limitation on the asset mix, as long as investments meet the guidelines imposed by law.

2. Corporate Bonds: Non-levered investment grade corporate bonds through a separate account arrangement and such account must satisfy the following requirements.
    (i) For investment in non-levered corporate bonds through a separate account arrangement
    (ii) Must be through an investment management agreement with an SEC registered investment advisor or a bank exempt from registration (the "investment manager" for purposes of this section)
    (iii) Investment manager must agree in writing to act in a fiduciary capacity with regards to the assets of the account.
    (iv) The account must be diversified by issuer, with no more than 2% of account assets invested with a single issuer, with an exception made for obligations issued or guaranteed by the U.S. government, U.S. agencies or U.S. government-sponsored corporations.
    (v) The effective duration of the account can be no greater than the duration of the Barclays U.S. Aggregate Bond Index by more than 0.5 years; and only SEC registered securities are allowed for purchase. Corporate Bonds must be rated A- or better by one Nationally Recognized Statistical Rating Organization (NRSRO). The maximum allocation of corporate bonds to any portfolio shall be 35%. The maximum maturity of any corporate bond shall be five (5) years from the date of purchase.
    (vi) Securities in which the County has already invested that exceed the diversification requirements or are downgraded to a level that is below the minimum ratings described herein may be sold or held at the discretion of the County Treasurer. The

relevant portfolio will be brought back into compliance with Investment Policy guidelines as soon as is practical.

J. Repurchase agreements involving securities which are authorized investments under paragraphs 1 and 2 of this sub-section. The securities may be held in a custodial arrangement with a member bank of the federal reserve system or in a segregated account at Standard 'Collateralization: In order to anticipate market changes and provide an adequate level of security for all deposited funds, the collateralization level will be one hundred two percent (102%) of the lower of the par market value of the collateralization for the deposits. The collateral will be adequate to secure both the principal and accrued interest of the deposits.

    1. Authorized instruments for collateralization are those found in Wyoming State Statute §9-4-821.

K. Safekeeping and Custody: All securities purchased by and collateral on deposits of the County of Campbell under this section shall be properly designated as an asset of the County and held in safekeeping by the Campbell County Treasurer, a third party custodial bank or other third party custodial institution, chartered by the United States Government or the State of Wyoming, and no withdrawal of such securities, in whole or in part, shall be made from safekeeping except by the Treasurer as authorized herein, or by their respective designees.

    1. Clearly marked evidence of ownership (safekeeping receipt) must be supplied to the County and retained.
    2. The right of collateral substitution upon prior notification and acceptance by the County is granted.
    3. All security transactions, including collateral for repurchase agreements entered into by the County, shall be conducted on a delivery-versus-payment (DVP) basis.

L. Diversification: The County will diversify its instruments by security type and institution in order to reduce overall portfolio risks while attaining market-average rates of return.

M. Internal Controls: The Campbell County Treasurer shall establish a process of annual internal review of the investment function by an external auditor. This

review will provide internal control by assuring compliance with the audit policy established for Campbell County Government.

N. Program Income. County shall not deposit grant funds in an interest-bearing account. Any income attributable to the grant funds distributed under grant agreements must be used to increase the scope of the program or returned to the agency.

O. Performance Standards: The Campbell County Treasure will work with investing firms to distribute public funds in a manner which will provide the highest rate of return with the maximum security, while conforming to all federal, state and local laws and regulations governing the investment of public funds. The County's investment strategy is active. The County will generally purchase instruments with the intent of holding the investments until maturity.

1. To the extent possible, the Campbell County Treasurer will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Campbell County Treasurer will not directly invest in securities maturing more than two (2) years from the date of purchase.
2. Funds in excess of cash flow requirements may be invested in securities maturing not more than five (5) years from the date of purchase, if the maturity of such investments is made to coincide as nearly as practicable with the expected use of funds.

Revised 10.17.2023

# BUDGET LINE-ITEM TRANSFER

**TO:** Clerk's Office & Board of Commissioners

**DEPARTMENT: Airport**

**REQUESTED TRANSACTION DATE: 11/7/2023**

**GRANT MASTER (IF APPLICABLE): 751GS2326X**

**JUSTIFICATION: __Budget amendment specifically for ILS replacement. See attached documentation. _____**

Please make the following Budget line-item transfers:

**Include complete project strings, account numbers, and account names.**

| Transfer From | | | Transfer To | |
|---|---|---|---|---|
| Amount | Account # | Account Name | Account # | Account Name |
| $58,124 | 310311-67400 | Unanticipated | 310751-67280 | State Cap Grant Pub Works |
| Project: | 311G24UNAN-AIRPORT | | 751GS2326X-ADMIN | |
| $58,124 | 310311-46150 | Unanticipated | 310751-42740 | State Cap Grant Pub Works |
| Project: | 311G24UNAN-STATE | | 751GS2326X-STATE | |
| $14532.00 | 100013-66760 | County Match (for unanticipated grants) | 100751-66760 | County Matching Funds |
| Project: | 311G24UNAN-MATCH-COUNTY | | 751GS2326X-MATCH | |
| | | | | |
| Project: | | | | |

Completed By: AM Date: 11/14/23

Approved By: [signature] Date: 11/14/23

Revised 10.17.2023

# BUDGET LINE-ITEM TRANSFER

**TO:** Clerk's Office & Board of Commissioners

**DEPARTMENT:** Library

**REQUESTED TRANSACTION DATE:** 10/27/2023

**GRANT MASTER (IF APPLICABLE):**

**JUSTIFICATION:** Additional Notary Services

Please make the following Budget line-item transfers:

**Include complete project strings, account numbers, and account names.**

| Transfer From | | | Transfer To | |
|---|---|---|---|---|
| Amount | Account # | Account Name | Account # | Account Name |
| $244.00 | 100713-64350 | Books and Printed Materials | 100711-62200 | Assn Dues, Fees and Licensure |
| Project: | 71364350 – ADULT - MAGAZINE | | | |
| $100.00 | 100711-64050 | Office / Computer Supplies | 100711-62200 | Assn Dues, Fees and Licensure |
| Project: | | | | |
| | | | | |
| Project: | | | | |
| | | | | |
| Project: | | | | |

Department Head Signature: _____

Commissioner Signature: _____

Completed By: _____ Date: 11/6/23

Approved By: _____ Date: 11/7/23

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Wyoming

# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 71020946

That we Robert L. Zabel,

of Gillette, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Central Campbell County Improvement & Service District, the State of Wyoming, in the penal sum of Ten Thousand and 00/100 DOLLARS ($ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 6th day of October, 2023.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly Appointed [X] Elected [ ] to the office of Treasurer

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

and State aforesaid for the term beginning October 12th, 2023, and ending

October 12th, 2024.

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

The State of Wyoming } ss.
County of Campbell }

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

_____
County Clerk

By _____
Deputy

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

.....

.....

.....

.....

.....

_____
Principal

WESTERN SURETY COMPANY

By _____
Larry Kasten, Vice President



WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

KP

## ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } ss

On this 6th day of October, 2023, before me, appeared Larry Kasten to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

My Commission Expires June 18, 2025

P. Dahl
Notary Public

## OATH OF OFFICE

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

State of Wyoming
County of Campbell } ss

This Oath of Office was subscribed and sworn to before me by Robert Zabel on this 31 day of October, 2023
My commission expires:
November 18, 2029

Linda Gaudard
Notary Public, Wyoming

LINDA GAUDARD
Notary Public - State of Wyoming
Commission ID 121971
My Commission Expires NOVEMBER18 2029

## ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING
County of Campbell } ss

On this 31 day of October 2023, before me, personally appeared Robert Zabel, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as _____ free act and deed.

My commission expires
November 18, 2029

Linda Gaudard
Notary Public, Wyoming

LINDA GAUDARD
Notary Public - State of Wyoming
Commission ID 121971
My Commission Expires NOVEMBER18 2029

# Western Surety Company

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:**

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

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

One Treasurer Central Campbell County Improvement & Service District

bond with bond number 71020946

for Robert L. Zabel
as Principal in the penalty amount not to exceed: $10,000.00.

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 6th day of October, 2023.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By Larry Kasten
Larry Kasten, Vice President

WESTERN SURETY COMPANY * SOUTH DAKOTA * CORPORATE SEAL

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 6th day of October, 2023, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

M. BENT
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

M. Bent
Notary Public

My Commission Expires March 2, 2026

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

Form F1975-11-2022

The following page(s) contain the backup material for Agenda Item: 9:10 Employee Years of Service Recognition

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

# CAMPBELL COUNTY EMPLOYEE RECOGNITION COMMITTEE

500 SOUTH GILLETTE AVENUE, SUITE #1200
GILLETTE, WY 82716

---

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

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

**DATE:** November 21, 2023

**SUBJECT:** November Years of Service Awards

---

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

- Public Health Department
  - Amber Grubb, Senior Public Health Nurse, 15 Years
  - Connie Hansen, WIC Supervisor, 20 Years
  - Reba Lindblom, Public Health Nurse Manager, 30 Years
- Juvenile Services Department
  - Rachel Materi, Juvenile Probation Officer, 10 Years
  - Ernest Bailey, Jr., Intensive Supervision Juvenile Probation Officer, 10 Years
  - Dawn Livesay, Administrative Assistant, 10 Years
- Public Works Department
  - Marie Boyle, Financial Specialist, 25 Years
- Sheriff's Office
  - Lori Cada, Correctional Health Nurse, 15 Years

Thank you for your consideration.

***"The Employee Recognition Committee mission is to recognize and reward the exceptional service and extraordinary commitment displayed by the employees of Campbell County."***

# November Commissioners Meeting

| | | | | |
|---|---|---|---|---|
| **JANUARY** | | | | |
| GRUBB | AMBER | PUBLIC HEALTH | SENIOR PUBLIC HEALTH NURSE | 15 YEARS |
| HANSEN | CONNIE | PUBLIC HEALTH WIC | WIC SUPERVISOR | 20 YEARS |
| **FEBRUARY** | | | | |
| MATERI | RACHEL | JUVENILE PROBATION | JUVENILE PROBATION OFFICER | 10 YEARS |
| **JUNE** | | | | |
| BAILEY | ERNEST | JUVENILE PROBATION | INTENSIVE SUPERVISION JUVENILE PROBATION OFFICER | 10 YEARS |
| LINDBLOM | REBA | PUBLIC HEALTH | PUBLIC HEALTH NURSE MANAGER | 30 YEARS |
| **NOVEMBER** | | | | |
| LIVESAY | DAWN | JUVENILE DIVERSION | ADMINISTRATIVE ASSISTANT | 10 YEARS |
| CADA | LORI | SHERIFF'S OFFICE-DETENTION | CORRECTIONAL HEALTH NURSE | 15 YEARS |
| BOYLE | MARIE | PUBLIC WORKS-LANDFILL | FINANCIAL SPECIALIST | 25 YEARS |

The following page(s) contain the backup material for Agenda Item: 9:15 Most Valuable Personnel (MVP) Award

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

# *CAMPBELL COUNTY EMPLOYEE RECOGNITION COMMITTEE*

500 SOUTH GILLETTE AVENUE, SUITE #1200
GILLETTE, WY 82716

---

**TO:** Campbell County Board of Commissioners

**FROM:** Employee Recognition Committee
Sarah Marrington, Chair
Maureen Costello, Vice-Chair
Meghan Young
Liz Edwards
Shannon Ireland
Charity Knopp
Jana Webb
Tracey Archer
Shawna Behunin
Jennifer Points, HR Liaison

**DATE:** November 21, 2023

**SUBJECT:** Most Valuable Personnel (MVP) Award

---

The Employee Recognition Committee is pleased to recognize an employee from the Information Technology Services Department.

Attached are copies of the nomination information the committee received for consideration and approval.

Thank you for your ongoing support of the Employee Recognition Committee.

***'The Employee Recognition Committee mission is to recognize and reward the exceptional service and extraordinary commitment displayed by the employees of Campbell County'***

Employee Recognition Committee
Campbell County
October 20, 2023

Dear Employee Recognition Committee:

It is my pleasure to nominate Jenny Mashak for the Most Valuable Personnel award for their outstanding performance as System Support Analyst.

Jenny has been an invaluable asset to the county, consistently displaying exceptional skills and dedication. Jenny has made significant contributions in researching and finding solutions to our ever-evolving Tyler software. She has been instrumental in helping the departments achieve a number of impressive milestones including implementing modules inside and outside of Tyler.

Jenny has demonstrated a commitment to excellence in all aspects of her work, consistently going the extra mile to get the job done. She is a team player and is always willing to lend a helping hand. She sets an excellent example for other employees of the county with her positive attitude and work ethic and is respected by everyone she works with.

For these reasons and more, I believe Jenny is a worthy recipient of the Most Valuable Personnel award!

Sincerely,

Amanda Milnes

The following page(s) contain the backup material for Agenda Item: 9:20 New Years Fireworks Resolution

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

# FIREWORKS RESOLUTION – NEW YEAR'S

## RESOLUTION NO. 3059

**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., December 26, 2023, to and until 12:01 a.m., January 2, 2024.

**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. January 2, 2024, the prohibition prescribed by the Resolution of July 9, 1985, shall be in full force and effect.

**RESOLVED** this 21st day of November 2023.
**BOARD OF COUNTY COMMISSIONERS**
**CAMPBELL COUNTY, WYOMING**

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

The following page(s) contain the backup material for Agenda Item: 9:25 Addressing Emerging Threats Grant Agreement, Sheriff's Office

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

**OFFICE**
500 South Gillette Avenue
Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX

Campbell County
wyoming

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

Denton Knapp
Executive Director of Administration

# Contract/Grant/Agreement Approval Form

Instructions: Follow routing procedure

Date of Commissioner's Meeting:
Title:
Party/Recipient:
Party/Agency/Contractor/Vendor:
Funding Source:
Fill/Mark as applicable:
Account: Contingency Fund Account:
FY Budgeted:
Federal Grant-CFDA/ALN: State Grant-identifying number:
Other:
Annual Contract Award New Contract Award Includes Capital Assets
Bid/Request for Proposals Required (attach bid advertisement)
Match Fund Required (attach 'Match Request' form) Contract Amendment/Extension
Sole Source Request (include justification in summary & attach all supporting documentation, including quote)
Date Range of Contract:
Amount:
Summary

Legal Review:
Risk Management Review:
Approval Signatures:
Colleen Faber, Chairman _____
Cindy Lovelace, County Clerk _____

**GRANT AWARD AGREEMENT BETWEEN**
**WYOMING OFFICE OF HOMELAND SECURITY**
**AND**
**CAMPBELL COUNTY**

**Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2023**

| | |
|---|---|
| **Subrecipient:** | **Campbell County** |
| **UEI #** | **W8QKYMHVL4Z3** |
| **Federal Award Amount:** | **$34,462.00** |
| **Period of Performance:** | **September 1, 2023 through August 31, 2025** |
| **CFDA #:** | **97.067** |
| **DHS Grant Code:** | **EMW-2023-SS-00061** |
| **Federal Award Date:** | **September 12, 2023** |
| **Project ID:** | **23-SHSP-CAM-SO-AET** |

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002, and Campbell County (Subrecipient), whose address is: 600 W Boxelder Rd, Gillette, WY 82718.

2. **Purpose of Agreement.** The purpose of this Grant Award Agreement (Agreement) is to set forth the terms and conditions by which the Subrecipient shall support the investment of Addressing Emerging Threats to improve the ability of Campbell County to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 C.F.R. 200.87.

3. **Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2023 Homeland Security Grant Program, State Homeland Security Program awarded to the State Of Wyoming. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Period of Performance of the Agreement is from September 1, 2023 through August 31, 2025. All services shall be completed during the Period of Performance.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

**A.** The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed thirty four thousand four hundred sixty two dollars and no cents ($34,462.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.

**B.** No payment shall be made for work performed outside the Period of Performance of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.

**C.** **Travel.** The payment of travel expenses shall be allowed as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.

**(i)** Air Travel. The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.

**(ii)** Personal Vehicle. The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.

**(iii)** Car Rental. The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the

original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle.

**D.** **Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.

**E.** **Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

**6.** **Responsibilities of Subrecipient.** The Subrecipient agrees to:

**A.** Complete the project described in Attachment A, Project Description.

**B.** Comply with terms and conditions as described in Attachment B, Agreement Articles, which is attached to and incorporated into this Agreement by this reference.

**C.** Comply with the 2023 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO) and the Preparedness Grants Manual to implement this Agreement, and agrees that all use of funds under this Agreement will be in accordance with the SHSP NOFO and Preparedness Grants Manual.

**D.** **THIRA/SPR.** Complete/actively participate in a whole community Threat and Hazard Risk Assessment (THIRA) or Stakeholder Preparedness Report (SPR) update, or both, annually by the deadline, established by the Agency, of each year during the entire term of this Agreement.

**E.** **NIMS.** Maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.

**F.** **Point of Contact.** Keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact

Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

G. **Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.

H. **Equipment.**

**(i)** Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.

**(ii)** Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."

**(iii)** Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 C.F.R. 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.

I. **Training and Exercise.** Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

**J.** **Nationwide Cybersecurity Review.** Subrecipient shall complete the 2023 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer, Chief Information Security Officer or equivalent for Subrecipient should complete the NCSR. The NCSR is available at no cost to the user and takes approximately two to three (2-3) hours to complete. The NCSR will open from October 1, 2023 – February 28, 2024.

**K.** **Closeout.**

**(i)** Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.

**(ii)** Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

**7.** **Responsibilities of Agency.** The Agency agrees to:

**A.** Pay Subrecipient in accordance with Section 5 above.

**B.** Be available to provide necessary and feasible technical advice as requested by Subrecipient.

**C.** Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

**8.** **Special Provisions.**

**A.** **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.

B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

**(i)** Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

**(ii)** Procures a commercial sex act during the period of time that the award is in effect; or

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

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

E. **Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Agreement, cooperative agreement, or loan.

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

G. **Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds

of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

**H.** **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.

**I.** **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

**J.** **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 C.F.R. Part 17, or 2 C.F.R. Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

**K.** **Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.

**L.** **Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

**M.** **Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars ($750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit

report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

N. **Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

O. **Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

9. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.

E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative

action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Agreements.** The Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.

G. **Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

I. **Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages, Attachment A, Project Description, consisting of one (1) page, and Attachment B, Agreement Articles, consisting of eleven (11) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

J. **Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.

K. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

L. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

M. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

N. **Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient 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 the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.

O. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

**Contact for the Agency:**
Ashley Paulsrud
Grants/Finance Section Chief
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-4907
Ashley.paulsrud@wyo.gov

*With a copy to:*
Lynn Budd (Awarding Official)
Director, Wyoming Office of Homeland Security
5500 Bishop Boulevard

Cheyenne, Wyoming 82009
307-777-8511
Lynn.budd@wyo.gov

**P.** **Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

**Q.** **Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

**R.** **Prior Approval.** This Agreement shall not be binding upon either party and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

**S.** **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

**T.** **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

**U.** **Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

V. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.

W. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this 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.

X. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

Y. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

Z. **Waiver.** 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.

AA. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

10. **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.

**AGENCY:**
Wyoming Office of Homeland Security

_____ _____
Lynn Budd, Director Date

**SUBRECIPIENT:**
Campbell County

_____ _____
Subrecipient Designee Signature Date

_____
Printed Name and Title of Designee

**SUBRECIPIENT'S ATTORNEY: APPROVAL AS TO FORM**

_____ _____
Attorney Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

Jodi A. Darrough #23469 10-23-23
Jodi A. Darrough, Senior Assistant Attorney General Date

# 2023 State Homeland Security Program (SHSP)
# GRANT POINT OF CONTACT
# INFORMATION FORM

| | |
|---|---|
| **Jurisdiction Name:** | Campbell County |
| Grant Project ID: | 23-SHSP-CAM-SO-AET |
| Mailing Address: | 500 S. Gillette Ave.; Suite 1100 |
| City, ST ZIP | Gillette, WY 82718 |

| | |
|---|---|
| **Grant Administrator Name:** | Kristin Young |
| Title: | Grants Management Specialist |
| Phone Number: | 307-687-6324 |
| Email: | kristin.young@campbellcountywy.gov |

| | |
|---|---|
| **Authorized Point of Contact:** | Kevin Theis / Kiana Hunter |
| Title: | Sheriffs Captain / Administrative Coordinator |
| Phone Number: | 307-687-6105 |
| Email: | kevin.theis@campbellcountywy.gov / kiana.hunter@campbellcountywy.gov |

**Form must be signed by a signatory on the Grant Award Agreement**

I certify the following by my signature, under penalty of false swearing pursuant to W.S. 6-5-303: I have read and understood the incorporated references and requirements in the 2023 State Homeland Security Program Grant Award Agreement.

**Signature**_____ **Date**_____

**Printed Name**_____ **Title**_____

Please complete and return to Grant Program Manager:

Darryl Erickson, Grants Specialist
Wyoming Office of Homeland Security
5500 Bishop Boulevard, Cheyenne, WY 82009
darryl.erickson1@wyo.gov

ATTACHMENT B: AGREEMENT ARTICLES

**GRANTEE:** Wyoming Office of Homeland Security
**PROGRAM:** Homeland Security Grant Program
**AGREEMENT NUMBER:** EMW-2023-SS-00061-S01

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**Article I - Summary Description of Award**

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $4,847,500. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

**Article II - HSGP Performance Goal**

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

**Article III - DHS Standard Terms and Conditions Generally**

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.
All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

**Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMBs guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

**Article V - General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

**Article VI - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**Article VII - Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article VIII - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**Article IX - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

**Article X - Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

**Article XI - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

**Article XII - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article XIII - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**Article XIV - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article XV - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

**Article XVI - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2

C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

**Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

**Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

**Article XIX - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article XX - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

**Article XXI - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article XXII - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

**Article XXIII - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article XXIV - Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

**Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R.

sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

**Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

**Article XXVII - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article XXVIII - National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article XXX - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**Article XXXI - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

**Article XXXII - Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

**Article XXXIII - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.)

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article XXXIV - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance**

General Reporting Requirements:
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**Article XXXVI - Reporting Subawards and Executive Compensation**

Reporting of first tier subawards:
Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.
Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;
(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

**Article XXXVIII - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article XXXIX - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

**Article XL - Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons:
Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

**Article XLI - Universal Identifier and System of Award Management**

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

**Article XLII - USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

**Article XLIII - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article XLIV - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

**Article XLV - Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

**Article XLVII - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

**Article XLVIII - Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

**Article XLIX - Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article L - Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

## Attachment A: Project Description

**Subrecipient Campbell County**
**Project ID: 23-SHSP-CAM-SO-AET**

The following submitted project(s) have been approved for the Federal Fiscal Year 2023 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

**REMINDER**: Fuel, oil and routine maintenance charges are **NOT** covered under this grant.

| **Description** | **Amount** |
|---|---|
| Eligible Expenses as follows:<br><br>• Purchase of portable digital x-ray system and associated costs as described in the approve 23-SHSP application. | **$34,462.00** |

For questions regarding individual project eligibility, the scope of an approved project, or the 2023 SHSP grant, please contact:

Darryl Erickson, Grant Program Manager
Wyoming Office of Homeland Security
307-777-4917

Ashley Paulsrud, Grants/Finance Section Chief
Wyoming Office of Homeland Security
307-777-4907

The following page(s) contain the backup material for Agenda Item: 9:30 Sole Source Purchase Request X-Ray Scanner, Sheriff's Office

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

**OFFICE**
500 South Gillette Avenue
Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX

Campbell County
wyoming

Denton Knapp
Executive Director of Administration

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

# Procurement Approval Form

**Instructions:** *Follow Campbell County Purchasing & Procurement Policy. Fill out **applicable** information below. Submit to Commissioner's Office with supporting documentation. For grants, share procurement file with Grants Management Specialist.*

**Date of Commissioner's Meeting** 11/21/2023

**Description of Procurement** Grant Purchase of ScanX Scout Kit and Imaging Screens

**Date(s) of bid/requests for proposals publication:** see sole source information **Attach bid advertisement/legal notice**

**Funding Source** U.S. Department of Homeland Security - Wyoming Office of Homeland Security

**County-Department** ☑ Sheriff's Office **Budget Number** 310051-42520

**Federal – CFDA/ALN** ☑ 97.067 **Prior approval from agency required (attach)**

**State – State grant identifying number** ☐ 23-SHSP-CAM-SO-AET **Prior approval from agency required (attach)**

**Other – Please explain:** ☐

**Please mark as applicable:**

☐ **Annual Contract Award** ☐ **New Contract Award** ☐ **Amendment to Contract Award** **Bid/Request for Proposals**

☑ **Includes Capital/Fixed Assets** ☐ **Bid/Proposals Required** ☐ **Sole Source Request (attach agency approval & quote**

**Date range of contract for services** N/A

**Amount** $34,461.60

**Justification and Basis of Award for contractor/vendor selection:**

The Campbell County Sheriff's Office requests to award the purchase of the Scan X Scout x-ray scanner kit and additional imaging plates as quoted in the amount of $34,461.60, to WMD Tech LLC, located in Boise, Idaho. We have prior work experience and equipment purchases through WMD Tech and know them to provide quality equipment and customer support.

**Date of Legal Review (contracts for services only)**

**Date of Risk Management Review (contracts for services only)**

**Approval Signatures**

**Chairman, Coleen Faber** **Clerk, Cindy Lovelace**

## Kevin D. Theis

**From:** Darryl Erickson <darryl.erickson1@wyo.gov>
**Sent:** Monday, October 23, 2023 4:03 PM
**To:** Kevin D. Theis
**Subject:** 23-SHSP-CAM-SO-AET Agreement Package - Campbell County Sheriff's Office
**Attachments:** 23-SHSP-CAM-SO-AET Agreement [AG].pdf; 23-SHSP-CAM-SO-AET Attachment A.docx; 2023 SHSP Attachment B.pdf; 2023 SHSP Point of Contact Form.docx

You don't often get email from darryl.erickson1@wyo.gov. Learn why this is important

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

Mr. Theis,

Attached please find a 2023 SHSP Grant Award Agreement, Attachments, and Point of Contact Form. Please read, obtain the appropriate signature(s), and return the documents via email to me. An executed copy will be returned for your records.

Please note, I am sending these out as they come back from the AG's office so if your jurisdiction is expecting multiple awards, the rest will be coming.

**NOTE**: A fully executed grant agreement must be in place **prior** to any reimbursement being processed.

**NCSR Requirement** - Every SHSP subrecipient **must complete the 2023 Nationwide Cybersecurity Review** (NCSR). The Chief Information Officer, Chief Information Security Officer, or equivalent for Subrecipient should complete the NCSR. The NCSR is available at no cost to the user and takes approximately two to three (2-3) hours to complete. The 2023 NCSR is open to complete from **October 2023 to February 2024**. After February 28, 2024, you will not be able to complete the Review.

Please visit https://www.cisecurity.org/ms-isac/services/ncsr to complete the NCSR. Here you can also find a general overview, user guide and instructions on how to access the certificate of completion. **When you have completed the Review, please forward your certificate to me.**

If you have any questions or need further information, please do not hesitate to reach out.

--
Darryl Erickson
Grants Manager
Wyoming Office of Homeland Security
307-777-4917

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

# Quote

**# EST-000429**

WMD TECH

**WMDTech, LLC**
5116 W Emerald st
BOISE Idaho 83706
208-869-7383

Tax ID : 30-0713219
UEI: EYT3W4HTNRL5
CAGE: 55QZ5
DUNNS: 826416146
Certifications: HubZone, SDVOSB

| | |
|---|---|
| Estimate Date : | 16 Mar 2023 |
| Expiry Date : | 01 May 2023 |
| Reference# : | Webform |
| Sales person : | Sabrina Boyd |
| Account Name : | Kevin Theis |

Bill To
**Campbell County Sheriffs Office**
500 Gillette Ave
Gillette
82716 WY
USA

Subject :

Estimated Shipping, will re-confirm shipping cost once order is accepted. Thank you!

| Line | Item & Description | Qty | Price | Amount |
|---|---|---|---|---|
| 1 | ScanX Scout D5000-SB (WMDTech KIT)<br>SKU : 01 SD5000-SB-S<br>ScanX Scout Kit (WMDTech) ScanX Scout, Digital Image Plate Portable X-ray Full System - ScanX Scout incorporates the latest in digital x-ray technology producing high resolution images from 300 microns down to 50 microns using flexible x-ray image plates.<br>ScanX Scout is primarily used by Military and Police EOD, IEDD and Search Teams, prisons and building security managers for mobile security investigation such as searching unattended bags and suspicious packages. It also has a multitude of other uses such as forensic work, weapons exploitation and the inspection of artefacts, artwork and industrial | 1.00<br>Kit | 29,900.00 | 29,900.00 |

| Line | Item & Description | Qty | Price | Amount |
|---|---|---|---|---|
| | testing.<br>ScanX Scout is fully portable operates from its own in built battery and is easily set up and deployed for x-ray capture in less than 2 minutes by one person.<br>Kit includes:<br>ScanX Scout with battery Model D5000-SB SVS<br>USB, Powercord, 2 Plate Wipes, 2 Cleaning Sheets 1 Brush, Driver Disk<br>Dell Latitude 3590 Core i5<br>(2) Plate Protector "14x17"<br>(2) General Purpose Image Panels "14x17" | | | |
| 2 | Flex Ray 2x2 14x17<br>SKU : FLXR002<br>Flex Ray Kit 2 x 2 FRK 2x2 BLACK<br>(1) Carry Bag<br>(4)14"x17" FleX-ray Cassettes Complete<br>(8) 12" Sticky Sticks<br>(12) 24" Sticky Sticks<br>(4) 1" Steel Reference Ball<br>1-4 Lead numbers<br>(16) Grommet Tab<br>(5) Flat Rings<br>(1) Suction Cup Hook<br>(1) Figure 9 Hook and Line<br>(4) Wrap straps<br>(4) Lead Arrows | 1.00 pcs | 2,200.00 | 2,200.00 |
| 3 | 14x17 GP Image Plate<br>SKU : IPE001<br>General Purpose CR Imaging Plate, 14in x 17in | 2.00 pcs | 1,105.80 | 2,211.60 |
| | | | Sub Total | 34,311.60 |
| | | | Shipping charge | 150.00 |
| | | | **Total** | **$34,461.60** |

## Notes

Looking forward for your business.

## Terms & Conditions

This document is considered confidential & proprietary property of WMDTech LLC. The information contained herein is not to be sold, disclosed, or reproduced in whole or part without written consent by WMDTech. Product availability, pricing and delivery dates are based upon current information at the time of quote. All information is subject to confirmation at the time of order. Final shipping costs may vary, and WMDTech reserves the right to modify shipping costs to match final actual costs charged by the shipping carrier.

# Quote

**# EST-000429**

**WMDTech, LLC**
5116 W Emerald st
BOISE Idaho 83706
208-869-7383

Tax ID : 30-0713219
UEI: EYT3W4HTNRL5
CAGE: 55QZ5
DUNNS: 826416146
Certifications: HubZone, SDVOSB

| | |
|---|---|
| Estimate Date : | 16 Mar 2023 |
| Expiry Date : | 01 May 2023 |
| Reference# : | Webform |
| Sales person : | Sabrina Boyd |
| Account Name : | Kevin Theis |

Bill To
**Campbell County Sheriffs Office**
500 Gillette Ave
Gillette
82716 WY
USA

Subject :

Estimated Shipping, will re-confirm shipping cost once order is accepted. Thank you!

| Line | Item & Description | Qty | Price | Amount |
|---|---|---|---|---|
| 1 | ScanX Scout D5000-SB (WMDTech KIT)<br>SKU : 01 SD5000-SB-S<br>ScanX Scout Kit (WMDTech) ScanX Scout, Digital Image Plate Portable X-ray Full System - ScanX Scout incorporates the latest in digital x-ray technology producing high resolution images from 300 microns down to 50 microns using flexible x-ray image plates.<br>ScanX Scout is primarily used by Military and Police EOD, IEDD and Search Teams, prisons and building security managers for mobile security investigation such as searching unattended bags and suspicious packages. It also has a multitude of other uses such as forensic work, weapons exploitation and the inspection of artefacts, artwork and industrial | 1.00<br>Kit | 29,900.00 | 29,900.00 |

| Line | Item & Description | Qty | Price | Amount |
|---|---|---|---|---|
| | testing.<br>ScanX Scout is fully portable operates from its own in built battery and is easily set up and deployed for x-ray capture in less than 2 minutes by one person.<br>Kit includes:<br>ScanX Scout with battery Model D5000-SB SVS<br>USB, Powercord, 2 Plate Wipes, 2 Cleaning Sheets 1 Brush, Driver Disk<br>Dell Latitude 3590 Core i5<br>(2) Plate Protector "14x17"<br>(2) General Purpose Image Panels "14x17" | | | |
| 2 | Flex Ray 2x2 14x17<br>SKU : FLXR002<br>Flex Ray Kit 2 x 2 FRK 2x2 BLACK<br>(1) Carry Bag<br>(4)14"x17" FleX-ray Cassettes Complete<br>(8) 12" Sticky Sticks<br>(12) 24" Sticky Sticks<br>(4) 1" Steel Reference Ball<br>1-4 Lead numbers<br>(16) Grommet Tab<br>(5) Flat Rings<br>(1) Suction Cup Hook<br>(1) Figure 9 Hook and Line<br>(4) Wrap straps<br>(4) Lead Arrows | 1.00 pcs | 2,200.00 | 2,200.00 |
| 3 | 14x17 GP Image Plate<br>SKU : IPE001<br>General Purpose CR Imaging Plate, 14in x 17in | 2.00 pcs | 1,105.80 | 2,211.60 |
| | | | Sub Total | 34,311.60 |
| | | | Shipping charge | 150.00 |
| | | | **Total** | **$34,461.60** |

## Notes

Looking forward for your business.

## Terms & Conditions

This document is considered confidential & proprietary property of WMDTech LLC. The information contained herein is not to be sold, disclosed, or reproduced in whole or part without written consent by WMDTech. Product availability, pricing and delivery dates are based upon current information at the time of quote. All information is subject to confirmation at the time of order. Final shipping costs may vary, and WMDTech reserves the right to modify shipping costs to match final actual costs charged by the shipping carrier.

Ideal Supply Inc dba Ideal Blasting Supply
PO Box 15397 Asheville NC 28813-0397
Phone 828-274-0144 Toll Free 800-533-0144
sales@idealblasting.com Fax 828-274-0140

# QUOTE

Customer Number QTE1
Quote Number 14676

Quote To:**CAMBELL COUNTY WY**
KEVIN THEIS

Ship To: **CAMBELL COUNTY WY**
KEVIN THEIS

| Date | Ship Via | F.O.B. | Terms (US Dollars) |
|---|---|---|---|
| 11/02/23 | FEDEX GROUND | Origin PPD & Add | CREDIT CARD |

| | Sales Person | Expiration Date |
|---|---|---|
| | KRISTINA | 12/02/23 |

| Quantity Required | Item Number | Description | Unit Price | Amount |
|---|---|---|---|---|
| 1 | | SCANX SCOUT D5000-SB | 35500.00 | 35500.00 |
| 1 | | FLEX RAY 2X2 14 X 17 | 2800.00 | 2800.00 |
| 2 | | 14 X 17 GP IMAGE PLATE | 2625.00 | 5250.00 |

| | |
|---|---|
| Subtotal | 43550.00 |
| Freight charges | 345.77 |
| Total | 43895.77 |

Payments made electronically must be emailed to us with the payment date, quote# and amount

**To order & pay for your quote, please go to www.idealblasting.com/payinvoice Thank you!!**

*Thank you for giving us the opportunity to quote your request. We look forward to your order!*

Note:
This document is considered confidential & proprietary property of Ideal Supply Inc. dba Ideal Blasting Supply. The information contained herein is not to be sold, disclosed or reproduced in whole or part without the express written consent of Ideal Supply Inc. Pricing & shipping costs quoted are based upon quantity requested and are subject to change based upon final order quantity.
Product availability, pricing and delivery dates are based upon current information at the time of quote. All information is subject to reconfirmation at the time of order. Prepayment terms are non-refundable and non-cancellable.
Final shipping costs may vary and Ideal Supply Inc reserves the right to modify shipping costs to match final actual costs charged by the shipping carrier.
These commodities, technology and/or software are subject to export control laws, including the Export Administration Regulations. Exports and re-exports may require an export license from the US Government.
Diversion contrary to US law is prohibited.
**It is the responsibility of the buyer to determine what the applicable requirements may be and to obtain all necessary authorizations, licenses and/or approvals.**
EAR & ITAR Controlled Items: These items are controlled by the US Governement and authorized for export only to the county of ultimate destination for use by the ultimate consignee of end-user(s) herein identified. They may not be resold, traded or exported to any other country or to any other person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the US Government or as otherwise authorized by US law and regulations.
This quote may include items from the US Muntinons List or the Commerce Control List. These commodities cannot be transferred (exported, given or sold) to a foreigh country, a non-US citizen or a non- permanent US resident. Every order must comply with all US Government & International export, ITAR & EAR requirements.
By accepting shipment from Ideal Supply Inc., you agree that the proper location of any legal action necessary under this agreement shall be in the courts in Buncombe County, NC under the laws of North Carolina, USA

SCANNA

**QUOTATION**
November 3 2023
Kevin Theis
kevin.theis@campbellcountywy.gov

| Item | Description | Qty | Unit Price USD | TOTAL USD |
|---|---|---|---|---|
| 01 SD5000-SB | ScanX Scout with battery Model D5000-SB SVS (WMDTech KIT) - | 01 | | $ 31,395.00 |
| 02 FRK2x2 | **Flex Ray Kit 2 x 2** FRK 2x2 BLACK<br>(1) Carry Bag<br>(4)14"x17" FleX-ray Cassettes Complete<br>(8) 12" Sticky Sticks<br>(12) 24" Sticky Sticks<br>(4) 1" Steel Reference Ball<br>1-4 Lead numbers<br>(16) Grommet Tab<br>(5) Flat Rings<br>(1) Suction Cup Hook<br>(1) Figure 9 Hook and Line 4) Wrap straps (4) Lead Arrows | 01 | | $ 2,400.00 |
| 03 73578 | 14 x 17 GP Imaging Plate | 02 | | $ 2,420.00 |
| | **TOTAL** | | | $ 36,215.00 |

**Terms and Conditions:**

PRICES: Prices are quoted in USD
VALIDITY: This quotation is valid for 90 days
PAYMENT: Net 30 Days
WARRANTY: 2 year back-to-base warranty on parts against faulty materials and workmanship. Full warranty Terms and Conditions available on request
DELIVERY: Units are currently available within 60-90 Days from receipt of written order (Golden X-Ray Generators 10-12 weeks)

**SCANNA MSC INC**, 2910 Hyde Park Street, Sarasota, Fl 34239
Tel: +1 941 925 9730 Fax: 1 941 925 1548 Email: scanna@comcast.net Web: www.scanna-msc.com

The following page(s) contain the backup material for Agenda Item: 9:35 Commissioners Meeting Schedule 2024

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

# COUNTY COMMISSIONERS REGULAR MEETING SCHEDULE 2024

RESOLUTION NO. 3060

BE IT RESOLVED by the Campbell County Board of Commissioners that commencing in January 2024, the Campbell County Board of Commissioners shall hold regular meetings for the transaction of County business on the first and third Tuesday of each month beginning at 9:00 a.m. in the Commission Chambers, 500 S. Gillette Avenue, Gillette, Wyoming, with the following exceptions:

| | | |
|---|---|---|
| Wednesday, January 3, 2024 | for | Tuesday, January 2, 2024 |
| Wednesday, January 17, 2024 | for | Tuesday, January 16, 2024 |
| Wednesday, February 21, 2024 | for | Tuesday, February 20, 2024 |
| Wednesday, September 4, 2024 | for | Tuesday, September 3, 2024 |
| Wednesday, October 16, 2024 | for | Tuesday, October 15, 2024 |

and shall continue until further resolution of the Board of County Commissioners of Campbell County;

**IT IS FURTHER RESOLVED** by the Campbell County Board of Commissioners that commencing in January 2024, the Campbell County Board of Commissioners shall hold Director/Manager Meetings for the purpose of staff discussion and direction on the Monday prior to each regular meeting whenever possible, and shall continue until further resolution of the Board of County Commissioners of Campbell County commencing at 1:30 p.m. in the Commission Chambers as set out in the attached schedule;

**IT IS FURTHER RESOLVED** by the Campbell County Board of Commissioners that commencing in January 2024, the Campbell County Board of Commissioners shall hold Elected Officials Luncheons for the purpose of discussion and direction on the Monday prior to the first regular meeting whenever possible commencing at 12:00 p.m. in the Commission Chambers and shall continue until further resolution of the Board of County Commissioners of Campbell County as set out in the attached schedule;

**IT IS FURTHER RESOLVED** by the Campbell County Board of Commissioners that commencing in January 2024, the Campbell County Board of Commissioners shall hold joint meetings with its appointed boards and joint powers boards on the dates and times established in the attached schedule and shall continue until further resolution of the Board of County Commissioners of Campbell County;

**NOW, THEREFORE, BE IT RESOLVED** that this resolution shall be appropriately published in a newspaper of general circulation in Campbell County, Wyoming so that all persons desiring to be advised of the transaction of public business before the Campbell County Board of Commissioners hereby notified of the regular business meeting schedule hereby adopted by the Campbell County Board of Commissioners, pursuant to W.S. §18-3-502.

**RESOLVED** this 21st day of November 2023.
**BOARD OF COUNTY COMMISSIONERS**
**CAMPBELL COUNTY, WYOMING**

_____ Colleen Faber, Chairman

_____ Del Shelstad

_____ Jim Ford

_____ Butch Knutson

_____ Kelley McCreery

ATTEST:_____ Cindy Lovelace, County Clerk

# DRAFT - 2024 Commissioner Meeting Schedules

| Elected Officials Luncheons<br>Noon - Chambers | Directors Meetings<br>1:30 PM - Chambers | Managers Meetings<br>1:30 PM - Chambers | Commissioner Meetings<br>(1st & 3rd Tuesday) | Approved Holidays<br>Courthouse Closed |
|---|---|---|---|---|
| January 2, 2024* | January 2, 2024* | January 16, 2024* | January 3, 2024*<br>January 17, 2024* | New Years Day - January 1, 2024<br>Equality Day - January 15 |
| February 5, 2024 | February 5, 2024<br>February 20, 2024* | | February 6, 2024<br>February 21, 2024* | Presidents Day - February 19 |
| March 4, 2024 | March 4, 2024<br>March 18, 2024 | | March 5, 2024<br>March 19, 2024 | |
| April 2, 2024 | April 2, 2024 | April 15, 2024 | April 2, 2024<br>April 16, 2024 | |
| May 6, 2024 | May 6, 2024<br>May 20, 2024 | | May 7, 2024<br>May 21, 2024 | Memorial Day - May 27 |
| June 3, 2024 | June 3, 2024<br>June 17, 2024 | | June 4, 2024<br>June 18, 2024 | |
| July 1, 2024 | July 1, 2024 | July 15, 2024 | July 2, 2024<br>July 16, 2024 | Independence Day - July 4 |
| August 5, 2024 | August 5, 2024<br>August 19, 2024 | | August 6, 2024<br>August 20, 2024 | |
| September 4, 2024* | September 3, 2024*<br>September 16, 2024 | | September 4, 2024*<br>September 17, 2024 | Labor Day - September 2 |
| September 30, 2024 | September 30, 2024 | October 15, 2024* | October 1, 2024<br>October 16, 2024* | Columbus Day - October 14 |
| November 4, 2024 | November 4, 2024<br>November 18, 2024 | | November 5, 2024<br>November 19, 2024 | Veterans Day - November 11<br>Thanksgiving Day - November 28<br>Employee Appreciation Day - November 29 |
| December 2, 2024 | December 2, 2024<br>December 16, 2024 | | December 3, 2024<br>December 17, 2024 | Christmas Eve (Close at Noon) - December 24<br>Christmas Day - December 25<br>New Years Day - January 1, 2025 |

*Moved due to a holiday

# 2024 COUNTY BOARD QUARTERLY MEETINGS

| BOARD | DATES | LOCATION/TIME |
|---|---|---|
| | | |
| **AIRPORT** | January 17, 2024 | 3rd Wednesday of Month |
| | April 17, 2024 | 4:00 PM |
| | July 17, 2024 | ***Airport - General Aviation Facility*** |
| | October 16, 2024 | |
| | | |
| **CC-CDS** | March 27, 2024 | Last Wednesday of Month |
| | August 28, 2024 | 6:00 PM |
| | | ***CDS - Board Room*** |
| | | |
| **FAIR** | April 17, 2024 | 3rd Tuesday of Month |
| | October 16, 2024 | 6:00 PM |
| | | ***CAM-PLEX - Energy Hall Registration Room*** |
| | | |
| **FIRE** | January 24, 2024 | 4th Wednesday of Month |
| | April 24, 2024 | 5:30 PM |
| | July 24, 2024 | ***Courthouse - Commissioners Chambers*** |
| | October 23, 2024 | |
| | | |
| **LIBRARY** | March 25, 2024 | 4th Monday of Month |
| | June 24, 2024 | 6:00 PM |
| | September 23, 2024 | ***Public Library*** |
| | December 16, 2024 | |
| | | |
| **LODGING TAX** | March 21, 2024 | 3rd Thursday of Month |
| | June 20, 2024 | 3:00 PM |
| | September 19, 2024 | ***CAM-PLEX - Energy Hall Registration Room*** |
| | December 19, 2024 | |
| | | |
| **MUSEUM** | March 19, 2024 | 3rd Tuesday of Month |
| | June 18, 2024 | 6:00 PM |
| | September 17, 2024 | ***Rockpile Museum*** |
| | December 17, 2024 | |
| | | |
| **PARKS & REC** | February 26, 2024 | 4th Monday of Month |
| | May 27, 2024 | 4:00 PM |
| | August 26, 2024 | ***Parks & Recreation Board Room*** |
| | November 25, 2024 | |
| | | |
| **PUBLIC HEALTH** | March 21, 2024 | 3rd Thursday of Month |
| | September 19, 2024 | 6:00 PM |
| | | ***Public Health Board Room*** |
| | | |
| **PUBLIC LAND** | March 8, 2024 | 2nd Thursday of the Month |
| | June 13, 2024 | 6:00 PM |
| | September 12, 2024 | ***CAM-PLEX - Energy Hall Registration Room*** |
| | December 12, 2024 | |
| | | |
| **SENIOR CENTER** | March 27, 2024 | Last Wednesday of Month - Noon Luncheon<br>***Senior Center*** |
| | August 28, 2024 | Last Wednesday of Month - Noon Luncheon<br>***Commission Chambers*** |
| | | |

The following page(s) contain the backup material for Agenda Item: 10:00 Capps Simple Subdivision and Rezoning Request

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

Campbell County
wyoming

# Memorandum Department of Public Works

**TO:** Campbell County Board of Commissioners

**FROM:** Sam Proffer, Planner and Zoning Administrator

**DATE:** November 21st, 2023

**SUBJECT:** Capps Simple Subdivision and Rezoning Request, Linda Capps, Applicant

**Case Numbers:** Simple Subdivision 23.04.CRSD / Rezoning Request 23.05.COZ

**Summary Review:**

The applicant requests to divide 54.2 acres of land into two parcels located at the north-east quadrant of the intersection of Garner Lake Road and Interstate 90, site address of 400 N. Garner Lake Road: Parcel '1' to be 22.47 acres and Parcel '2' to be 31.73 acres. The land is currently zoned 'M-H' Manufactured Home and 'A-L' Agricultural. The applicant requests the proposed two new parcels be rezoned to 'C-1' General Commercial.

The land lies within the Campbell County / City of Gillette Joint Development Review Area. Discussions with the City of Gillette Planning Department indicate that they agree with both the subdivision and zoning classification. County staff has not received any comments for or against the proposal.

The proposals meet all minimum requirements of County Subdivision Regulations Chapter 6, Zoning Regulations Chapter 7, and the 2013 Comprehensive Plan. The Planning Commission voted unanimously to recommend approval for both the subdivision and rezoning requests at their regularly scheduled meeting on October 19th, 2023.

**Staff Recommendation:**

Staff recommends approval of the Capps Simple Subdivision Case No. 23.04.CRSD and Capps Rezoning Request Case No. 23.05.COZ as recommended by the Planning Commission.

**Exhibits:**

- Exhibit 'A' Public Hearing Notice and Planning Commission Minutes
- Exhibit 'AA' October 19th, 2023 Subdivision Case File
- Exhibit 'BB' October 19th, 2023 Zoning Case File

Exhibit 'A'
Public Hearing Notice and Planning Commission Minutes
(4 pages)

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

Campbell County
wyoming

# Department of Building and Zoning

**ZONING NOTICE**

A public hearing will be held by the Campbell County Commissioners on Tuesday, November 21st, at 10:00 A.M. in the Campbell County Courthouse, Commissioners' Chambers, 500 South Gillette Avenue, Gillette, Wyoming. The Commission shall hear a rezoning request for the proposed Capps Simple Subdivision, situs address 400 North Garner Lake Rd., Gillette, WY. The applicant has requested that the new 54.2-acre Simple Subdivision be rezoned from A-L / M-H Agricultural/Mobile Home Park to C-1 General Commercial district. For additional information, call the Campbell County Planning Division at 307-682-1970.

Interested parties should attend the meeting.

Sam Proffer
Planner & Zoning Administrator

Publish: Saturday October 28th 2023, and Tuesday November 7th 2023

MEMBERS PRESENT

Kurt Siebenaler, Chairman
Harry Averett, Member
Bob Jordan, Member
Anna Land, Vice-chairman
Jack Clary, Member

MEMBERS ABSENT

STAFF MEMBERS PRESENT

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

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

**Roll Call:**

Chairman Siebenaler started the meeting with the roll call. Chairman Siebenaler asked Mr. Melinkovich to note for the record that all members were present.

**Approval of Minutes:**

Chairman Siebenaler asked if the Commissioners had read the July 20th, 2023 meeting minutes and asked if there were any changes or corrections that needed to be made. All affirmed that they had read the minutes and no changes were needed.

Chairman Siebenaler asked for a motion to approve the July 20th, 2023 minutes as submitted. Commissioner Clary moved to approve, and Commissioner Averett seconded.

All voted aye. Motion carried.

**Communication:**

None

**Public Hearings:**

**Case No. 23.04.CRSD** **Capps-Peterson Simple Subdivision Request**

Chairman Siebenaler asked Planner and Zoning Administrator Proffer to present the case.

Mr. Proffer presented the case by giving a brief overview of the location and size of the subdivision. Mr. Proffer noted that it is located within the County/Gillette Join Development Review Area and that the City of Gillette was aware of the project and had no concerns.

Mr. Proffer cited how the proposal met all the Chapter 6 Subdivision regulations minimum criteria. Mr. Proffer summarized the project with a staff recommendation to approve as submitted by the applicant.
.
Chairman Siebenaler then asked the applicants agent, Ms. Jaime Tarver to give an overview of the project. Ms. Tarver advised the Commission that this was the first step in the development process enabling the developer, Mr. Doug Peterson to purchase the land. Ms. Tarver stated that Mr. Peterson intends to develop a new truck stop and convenience store. Ms. Tarver went on to explain that they developer would be requesting annexation into the City limits for purposes of public utility connections.

After a brief general discussion, Chairman Siebenaler asked for a motion; Commissioner Jordan moved to approve the Capps-Peterson Simple Subdivision as submitted. It was seconded by Commissioner Averett.

Chairman Siebenaler asked Senior Engineer Melinkovich to poll the Commissioners.

Voting was as follows:

| | |
|---|---|
| Commissioner Averett: | Yes |
| Commissioner Jordan: | Yes |
| Vice-Chairman Land: | Yes |
| Commissioner Clary: | Yes |
| Chairman Siebenaler: | Yes |

Motion passed 5-0.

---

**Case No. 23.05.COZ** **Capps-Peterson Zoning Request**

Chairman Siebenaler asked Planner and Zoning Administrator Proffer to present the case.

Mr. Proffer presented the case by reviewing with the Commission that the location is currently zoned both M-H Mobile Home, and A-L Agricultural, and that the applicant has requested a zoning classification of 'C-1' General Commercial which would be required for the proposed truck stop development.

Mr. Proffer explained that the property was within an area designated by the Comprehensive Plan's Long Range Planning map as being marked for commercial/industrial development. Mr. Proffer noted that the City of Gillette was aware of the developers' intent and had no comment.

The Commission asked Mr. Proffer if staff had received any comments from the public on the project. Mr. Proffer stated that none were received.

After some discussion by the Commission, Chairman Siebenaler asked for a motion; Commissioner Averett moved to approve the Capps-Peterson Zoning Request from 'M-H' & 'A-L' to 'C-1' as requested by the applicant. Commissioner Jordan seconded the motion.

Chairman Siebenaler asked Senior Engineer Melinkovich to poll the Commissioners.

Voting was as follows:

| | |
|---|---|
| Commissioner Averett: | Yes |
| Commissioner Jordan: | Yes |
| Vice-chairman Land: | Yes |
| Commissioner Clary: | Yes |
| Chairman Siebenaler: | Yes |

Motion passed 5-0.

---

Chairman Siebenaler then confirmed that there was no other business for the evening and no other comments and adjourned the meeting.

**Adjournment:** Meeting was adjourned at 7:12 pm

_____
Kurt Siebenaler, Chairman

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

Exhibit 'AA'

Capps Simple Subdivision Case File
(69 pages)

# ENCLOSURE 1

# 23.04.CRSD

# CAPPS-PETERSON
# SIMPLE SUBDIVISION

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

Campbell County
wyoming

**Linda R. Capps Revocable Trust, Linda Capps Trustee**

**Capps-Peterson Simple Subdivision Request**

| **Planning Commission Meeting** | **Board of Commissioners Meeting** |
|---|---|
| October 19th, 2023 | TBD |

**Applicant: Linda Capps** **Case Number:** 23.04.CRSD

**Agent:** Ms. Jaime Tarver, Tarver Consulting

**Summary:** The applicant proposes to subdivide a 54.2-acre tract of land into two parcels: Parcel '1' to be 22.47 acres and Parcel '2' to be 31.73 acres. The parcel of land to be divided lies within the Campbell County / City of Gillette Joint Development Review Area and is currently zoned both 'M-H' Manufactured Home and 'A-L' Agricultural. The applicant requests to rezone the newly created parcels 'C-1'. (Cross-Reference Zoning Case# 23.05.COZ)

**Legal Description:** A portion of the SW1/4 NW1/4 and NW1/4 SW1/4 of Section 19, T50N, R71W, of the 6th P.M., Campbell County Wyoming

**Location:** Situs Address: 400 N. Garner Lake Boulevard, east side of the intersection of N. Garner Lake Boulevard and E. Warlow Drive.

**Current Zoning:** 'M-H' Manufactured Homes / 'A-L' Agricultural

**Proposed Zoning:** 'C-1' General Commercial District

**Existing Land Use:** Large Acreage Rural

**Adjacent Land Use:**
North: Zoned / Mixed Use Ag, Mfg. Home Park, Residential
South: A-L Zoned / Mixed Use Ag, Industrial
East: A-L Zoned / Ag, Commercial Coal Mine
West: City of Gillette Zoned I-2, C-1, C-3 / Industrial-Vacant

**Findings of Fact:**

The proposed subdivision meets all the following Campbell County Chapter 6 Subdivision Regulations Section 6.8 for Simple Subdivision requirements.

- **Zoning:** The area is within the Gillette Joint Planning Boundary Area, and is already zoned as is required; however, the applicant would like to change the zoning from M-H and A-G, to C-1. The C-1 zoning classification is consistent with the areas west, east, and south of the location, and is a logical transition from the M-H zoning to the north.
- **Comprehensive Plan:** The proposed subdivision lies within the Comprehensive Plan Future Land Use map designated area for Commercial and Industrial uses, as well as the City-County Joint Future Land Use Map, mixed Industrial area.
- **Compatibility:** The subdivision is compatible to the surrounding area and is consistent with surrounding uses, including the City of Gillette zoning classifications.
- **Lot size:** The Simple Subdivision meets the minimum size standards of a parcel at least 35 acres in size being split into 2 parcels, neither less than 10 acres.
- **Title Report No More Than 3-months Old:** Provided.
- **Mortgage Lien Consent to Subdivide:** Not applicable.
- **Site Plan:** Provided.
- **Public Notice:** Provided.
- **Access Easement(s):** Provided.

---

**Planning Considerations:**

None.

---

**Summary:**

The proposed subdivision of land meets all minimum requirements as required by Campbell County Chapter 6 Subdivision Regulations as well as the 2019 Joint Development Review Area Agreement between the City of Gillette and Campbell County.

**Staff Recommendation:**

Staff recommends approval of the Linda R. Capps Living Trust Simple Subdivision as requested by the applicant.

---

**Exhibits:**

- 'A' Application Documents (Pgs. 5-10)
- 'B' Warranty Deed (Pgs. 11-14)
- 'C' Vicinity Map (Pg. 15)

- ‘D’ Neighbor Notices (Pgs. 16-21)
- ‘E’ County Future Land Use Map and City-County Joint Future Zoning Map (Pgs. 22-23)
- ‘F’ City of Gillette Zoning Map (Pg. 24)
- ‘G’ Record of Survey and Legal Descriptions (Pgs. 25-26)
- ‘H’ Site Map (Pg. 27)
- ‘I’ Notice of Publication (Pgs. 28-30)
- ‘J’ Title Report and Easements (Pgs. 31-69)

Exhibit 'A'
Application Documents
(6 pages)

# SIMPLE SUBDIVISION APPLICATION

## ISOLATED PARCEL (35+ ACRES) RECORD OF SURVEY DIVISION

## SUBDIVISION PERMIT

### Applicant Information

| | |
|---|---|
| Name of Applicant: Linda R. Capps Revocable Trust; Linda Capps,Trustee | |
| Applicant Phone Number: (307) 689-0831 | Applicant Fax Number: |
| Applicant Mailing Address: PO Box 664, Gillette, WY 82717 | |
| Applicant Email Address: lindacapps88@msn.com | |
| Relationship of Applicant to Property: | ☒ Owner ☐ Tenant ☐ Lessee ☐ Other |

### Agent Information

| | |
|---|---|
| Name of Authorized Agent (if applicable): Jaime Tarver | |
| Agent Phone Number: (307) 680-9715 | Agent Fax Number: |
| Agent Mailing Address: PO Box 2080, Gillette, WY 82717 | |
| Agent Email: jaime.tarver1@gmail.com | |

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

Linda R Capps, Trustee — Applicant

Sept 11 2023 — Date

**INFORMATION REQUIRED FOR REVIEW:**

1. Legal Description of Area: A PORTION OF THE SW1/4NW1/4 AND NW1/4SW1/4 OF SECTION 19,T50N, R71W, OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING

2. Parcel to be divided is a quarter of a quarter section, or, if larger than a quarter of a quarter section, is less than seventy acres.

   Total Proposed Area for this Subdivision: 54.2 Acres

3. Parcel is surrounded by land owned by others than the applicant.

4. Parcel is being divided into two (2) tracts

5. Parcel sizes both exceed ten (10) acres in size:

   Parcel 1: 22.47 Acres  Parcel 2: 31.73 Acres

Landowner's Certification:

The above or foregoing subdivision of A PORTION OF THE SW1/4NW1/4 AND NW1/4SW1/4 OF SECTION 19,T50N, R71W, OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING as appears on the attached Record of Survey, is made with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and that this is a correct survey of the area as it is divided into two parcels;

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

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

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

Executed this 11th day of September A.D., 2023 by

Linda K Capps, Trustee
Owner

Owner

STATE OF WYOMING )
) ss.
COUNTY OF CAMPBELL )

The foregoing Subdivision Application was acknowledged before me by Linda K. Capps this 11th day of September, 20 23.

Karen Jones - Notary Public
County of Campbell State of Wyoming
My Commission Expires: 11-12-2024

Karen Jones
Notary Public

My Commission Expires: 11-12-2024

SEAL

**CERTIFICATE OF APPROVAL – CAMPBELL COUNTY PLANNING COMMISSION:**

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

_____
Chairman of the Planning Commission

Attest:

_____
Clerk of the Planning Commission

**SUBDIVISION PERMIT APPROVAL – CAMPBELL COUNTY BOARD OF COMMISSIONERS**

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

_____
Chairman of the Board

Attest:

_____
Clerk of the Board

# Campbell County
# Simple Subdivision Check List

**Simple Subdivision Definition**

A one-time division of one parcel, at least 35 acres in size and not part of a previously platted subdivision, into 2 parcels. Each resulting parcel must be 10 acres or greater in size and served by at least a 40' access easement to publicly dedicated right of way.

## MINIMUM APPLICATION DOCUMENT REQUIREMENTS

Note: Submittal packages missing information marked with an asterisk* will not be accepted

| | Agent | Received by: |
|---|---|---|
| 1) Signed and Notarized Application with fee payment* | Yes ☑ No ☐ | |
| 2) Copy of deed* (Proof of ownership) | Yes ☑ No ☐ | |
| 3) 3 Copies of Record of Survey and Parcel Legal Descriptions* | Yes ☑ No ☐ | |
| 4) Digitial copies of all documents* (email PDFs to: planning@campbellcountywy.gov) | Yes ☑ No ☐ | |
| 5) Vicinity Map* | | |
| a) Subdivision location | Yes ☑ No ☐ | |
| b) Location and names of roads | Yes ☑ No ☐ | |
| 6) Recordable record of survey sealed by a Wyoming P.L.S.* (8 ½" x 14") containing: | | |
| a) Location (Section, Township, Range, etc.) | Yes ☑ No ☐ | |
| b) North Arrow | Yes ☑ No ☐ | |
| c) Monuments (set and found) | Yes ☑ No ☐ | |
| d) Basis of Bearing | Yes ☑ No ☐ | |
| e) Bk & page of recorded access and utility easements, not less than 40 feet wide, to and for both resulting units | Yes ☑ No ☐ | |
| 7) Copies of recorded access and utility easements* | Yes ☑ No NA☐ | |

| | Agent | Received by: |
|---|---|---|
| 8) Site Plan and resulting two units:* | | |
| a) Dimensions | Yes ☑ No ☐ | |
| b) Acreage | Yes ☑ No ☐ | |
| c) Drawn to scale | Yes ☑ No ☐ | |
| d) Existing use | Yes ☑ No ☐ | |
| e) Existing Structures | Yes ☑ No ☐ | |
| f) Features - Natural or Manmade – Immediate and Adjacent (drainage ways, streams, roads, buildings, etc.) | Yes ☑ No ☐ | |
| g) Topography (5' intervals *or* USGS) | Yes ☑ No ☐ | |
| h) Potable water existing | Yes ☑ No ☑ | |
| i) Potable water proposed | Yes ☐ No ☑ | |
| j) Waste water disposal onsite | Yes ☐ No ☑ | |
| k) Public waste water disposal | Yes ☐ No ☑ | |
| l) Utility lines inside | Yes ☑ No ☐ | |
| m) Utility lines adjacent | Yes ☑ No ☐ | |
| n) Oil & gas lines/infrastructure existing on property | Yes ☐ No ☑ | |
| 9) Full Title Report* (No more than 30 days old) | Yes ☑ No ☐ | |
| 10) Publishers Affidavit* | Yes ☑ No ☐ | |
| 12) Consent to Subdivide | Yes ☐ No ☑ | |
| 13) WYDOT or County Approach Permit if applicable | Yes ☐ No NA ☒ | |
| 14) Existing or Proposed Covenants | Yes ☐ No ☑ | |

Disclaimer: This checklist is not comprehensive. It is recommended that parties familiarize themselves with Campbell County Subdivision regulations at: https://campbellcountywy.gov/835/Subdivision-Regulations

Signature: Linda R Capps, Trustee

Title: Owner

Date: Sept 11, 2023

NA
Developer

NA
Address

PO Box 664, Gillette, WY 82717

ENGINEERING FIRM

Tarver Consulting
Address

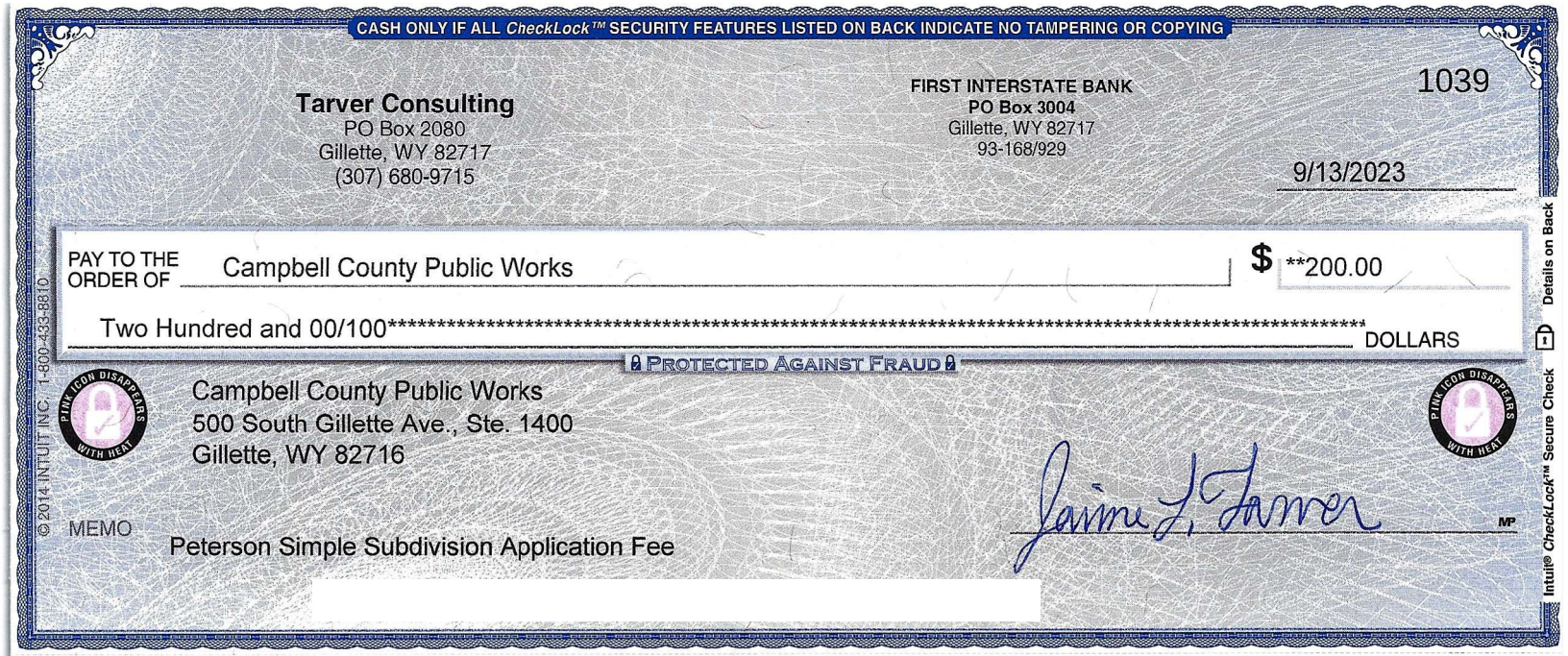
PO Box 2080

Gillette, WY 82717

307-680-9715
Phone

—
Fax

307-680-9715
Cell




**Tarver Consulting, LLC** 1039

Campbell County Public Works 9/13/2023

Peterson Simple Subdivision County Application Fee 200.00



TC Ckecking - 7490 Peterson Simple Subdivision Application Fee 200.00

Exhibit 'B'
Warranty Deed
(4 pages)



987982

## TRUSTEE'S DEED

THIS DEED is executed on this date by Linda R. Capps, Successor Trustee of the Leo F. Sprigler Revocable Trust dated the 5th day of April, 2000, GRANTOR, in favor of Linda R. Capps, Trustee of the Linda R. Capps Revocable Trust dated the 31st day of July, 2013, Gillette, Campbell County, Wyoming, GRANTEE.

**WITNESSETH**

WHEREAS, the GRANTOR is the appointed, qualified, and acting Successor Trustee of the Leo F. Sprigler Revocable Trust, dated the 5th day of April, 2000.

NOW, THEREFORE, GRANTOR, pursuant to said Trust Agreement, does hereby convey, set over, quitclaim, and distribute unto the GRANTEE and to her heirs, successors and assigns, all of Grantor's right, title and interest in and to that certain real property more fully described as follows:

Township 50 North, Range 71 West, 6th P.M., Campbell County, Wyoming
Section 19: W½NW¼, NE¼NW¼, W½NE¼, NW¼SW¼

excepting therefrom the following described tracts:

All that portion of Lot 3 of Section 19, T50N, R71W of the 6th P.M., Wyoming, lying between the south boundary of said Lot 3 and a parallel right of way line 200 feet to the left or northerly side when measured at right angles or radially to the following described survey line of highway, said parallel right of way line beginning on the west boundary and ending on the east boundary of said Lot 3:

Beginning at a point on the west boundary of said Lot 3 from which the northwest corner thereof bears N0°56.5'W a distance of 1,151.0 feet; thence S87°08.5'E a distance of 1.005.1 feet to the point of beginning of a 0°20' circular curve to the left, the radius of which is 17,188.7 feet; thence along said curve through a central angle of 1°00.1' a distance of 300.7 feet more or less, to a point on the east boundary of said Lot 3 from which the northeast corner thereof bears N0°53.5'W a distance of 1,210.2 feet.

The above described parcel of land contains 10.3 acres, more or less.

Less .13 acres as described in Warranty Deed, Document #726658, recorded in Book 1457 of Photos at page 473 of the records of the County Clerk and Ex-Officio Register of Deeds, County of Campbell, State of Wyoming.

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

It is the GRANTOR'S intent that this Deed shall convey any after-acquired title of the GRANTOR in the above-described real property, and the GRANTOR hereby assigns unto the GRANTEE all rights and warranties of title received by it by operation of law or otherwise.

WITNESS my hand this 10 day of Sept, 2013.

STEVENS, EDWARDS, HALLOCK, CARPENTER, & PHILLIPS, P.C.
Attorneys at Law
P.O. Box 1148
Gillette, WY 82717-1148
(307) 682-1444

987982 Book 2819 of PHOTOS Page 00701

GRANTOR:
LEO F. SPRIGLER REVOCABLE TRUST, DATED APRIL 5, 2000

BY: Linda R Capps, Successor Trustee
Linda R. Capps, Successor Trustee

STATE OF WYOMING )
) ss.
COUNTY OF CAMPBELL )

The foregoing Trustee's Deed was acknowledged before me by Linda R. Capps, Successor Trustee of the Leo F. Sprigler Revocable Trust dated the 5th day of April, 2000, on this 10th day of September, 2013.

WITNESS my hand and official seal.

Kelly J. Mock - Notary Public
County of Campbell State of Wyoming
My Commission Expires 7-8-17

Notary Public

My commission expires:

RECEIVED
SEP 11 2013
CAMPBELL COUNTY CLERK

RECORDED
ABSTRACTED
INDEXED
CHECKED

987982 Recorded on 9/11/2013 at 4.08.00 Fee 15.00
Book 2819 of PHOTOS Pages 700 to 701
Susan F. Saunders, Campbell County Clerk by: A. CARTWRIGHT

STEVENS, EDWARDS, HALLOCK, CARPENTER, & PHILLIPS, P.C.
Attorneys at Law
P.O. Box 1148
Gillette, WY 82717-1148
(307) 682-1444

987983

# TRUSTEE'S DEED

THIS DEED is executed on this date by Linda R. Capps, Successor Trustee of the Sprigler Family Trust, a Trust created under the Iola M. Sprigler Revocable Trust dated the 5th day of April, 2000, GRANTOR, in favor of Linda R. Capps, Trustee of the Linda R. Capps Revocable Trust dated the 31st day of July, 2013, Gillette, Campbell County, Wyoming, GRANTEE.

## WITNESSETH

WHEREAS, the GRANTOR is the appointed, qualified, and acting Successor Trustee of the Sprigler Family Trust, a trust created under the Iola M. Sprigler Revocable Trust, dated the 5th day of April, 2000.

NOW, THEREFORE, GRANTOR, pursuant to said Trust Agreement, does hereby convey, set over, quitclaim, and distribute unto the GRANTEE and to her heirs, successors and assigns, all of Grantor's right, title and interest in and to that certain real property more fully described as follows:

Township 50 North, Range 71 West, 6th P.M., Campbell County, Wyoming
Section 19: W½NW¼, NE¼NW¼, W½NE¼, NW¼SW¼

excepting therefrom the following described tracts:

All that portion of Lot 3 of Section 19, T50N, R71W of the 6th P.M., Wyoming, lying between the south boundary of said Lot 3 and a parallel right of way line 200 feet to the left or northerly side when measured at right angles or radially to the following described survey line of highway, said parallel right of way line beginning on the west boundary and ending on the east boundary of said Lot 3:

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

It is the GRANTOR'S intent that this Deed shall convey any after-acquired title of the GRANTOR in the above-described real property, and the GRANTOR hereby assigns unto the GRANTEE all rights and warranties of title received by it by operation of law or otherwise.

WITNESS my hand this 10 day of Sept, 2013.

STEVENS, EDWARDS, HALLOCK, CARPENTER, & PHILLIPS, P.C.
Attorneys at Law
P.O. Box 1148
Gillette, WY 82717-1148
(307) 682-1444

GRANTOR:
SPRIGLER FAMILY TRUST, A TRUST CREATED UNDER THE IOLA SPRIGLER REVOCABLE TRUST, DATED APRIL 5, 2000

BY: Linda R Capps, Successor Trustee
Linda R. Capps, Successor Trustee

STATE OF WYOMING )
) ss.
COUNTY OF CAMPBELL )

The foregoing Trustee's Deed was acknowledged before me by Linda R. Capps, Successor Trustee of the Sprigler Family Trust, a Trust created under the Iola M. Sprigler Revocable Trust dated the 5th day of April, 2000, on this 10th day of September, 2013.

WITNESS my hand and official seal.

Kelly J. Mock - Notary Public
County of Campbell State of Wyoming
My Commission Expires 7-8-17

Notary Public

My commission expires:

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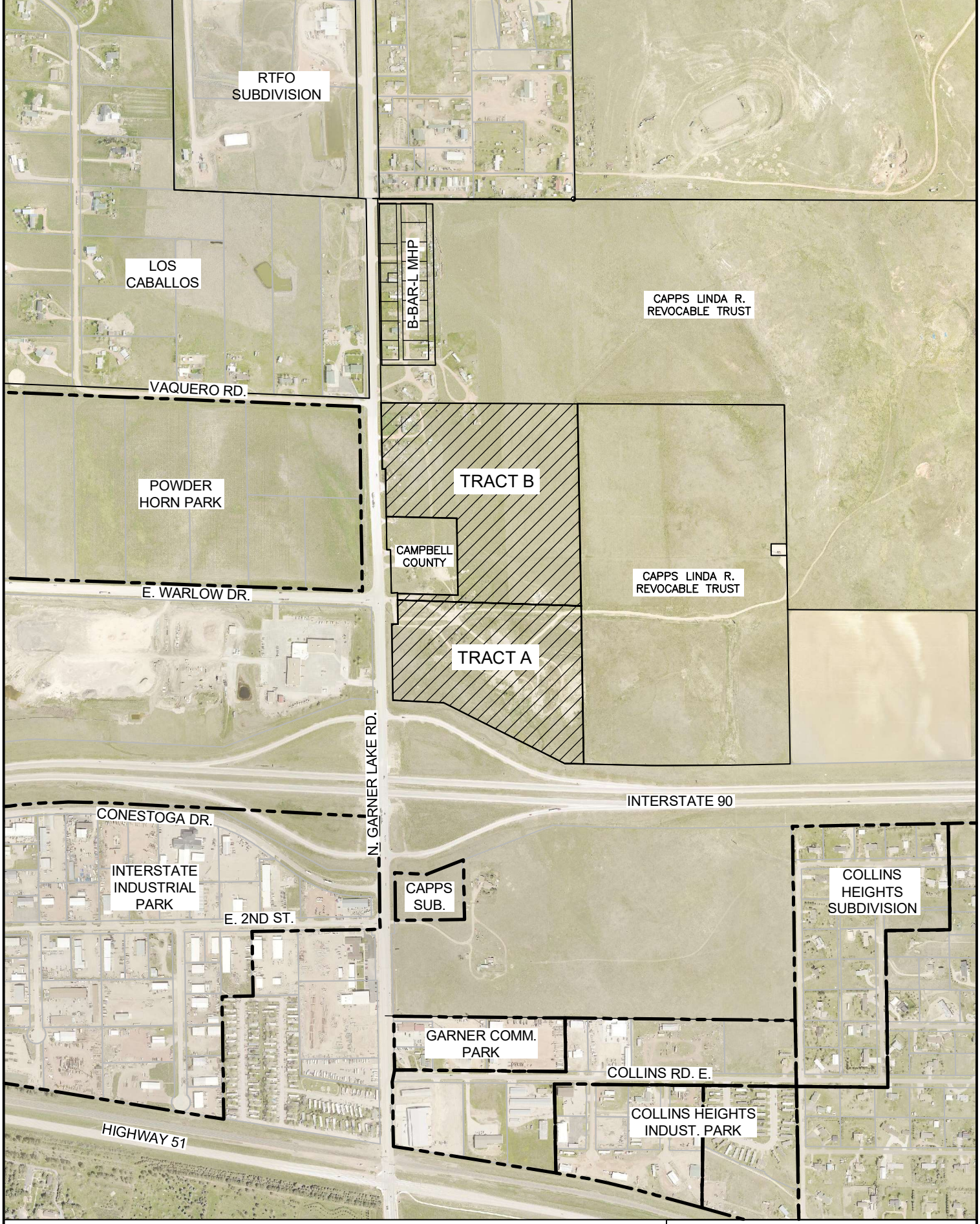



# PETERSON SUBDIVISION

## VICINITY MAP

DRAWN BY: JMB | DATE: 09/13/2023

Exhibit 'D'
Neighbor Notices
(6 pages)

**DEPARTMENT OF PUBLIC WORKS**
**Building & Planning Division**
500 S. Gillette Avenue, Suite 1500
Gillette Wyoming 82716
Phone 307-682-1970 Fax 307-687-6468

September 20, 2023

Re: Peterson/Capps Simple Subdivision – Site Address 400 N. Garner Lake Blvd., Gillette WY

Dear Neighboring Landowner:

I would like to inform you of a proposed Simple Subdivision and Zoning Amendment request in your area. The applicant proposes to subdivide 54.2 acres of land into two parcels (tracts); Tract A to be 22.47-acres, and Tract B to be 31.73 acres.

The land currently has two zoning classifications: 'M-H' Manufactured Home and 'A-L' Agricultural. The applicant requests that the two lots that will be created will be re-zoned to 'C-1' Commercial.

The attached preliminary Record of Survey and aerial photos show the boundaries of the proposed project location and areas to be rezoned highlighted in yellow.

The Campbell County Planning Commission will review these two requests at their public meeting on Thursday, October 19th, 2023 at 7 p.m. in the Commissioners' Chambers of the Courthouse, 500 South Gillette Avenue, Gillette, Wyoming.

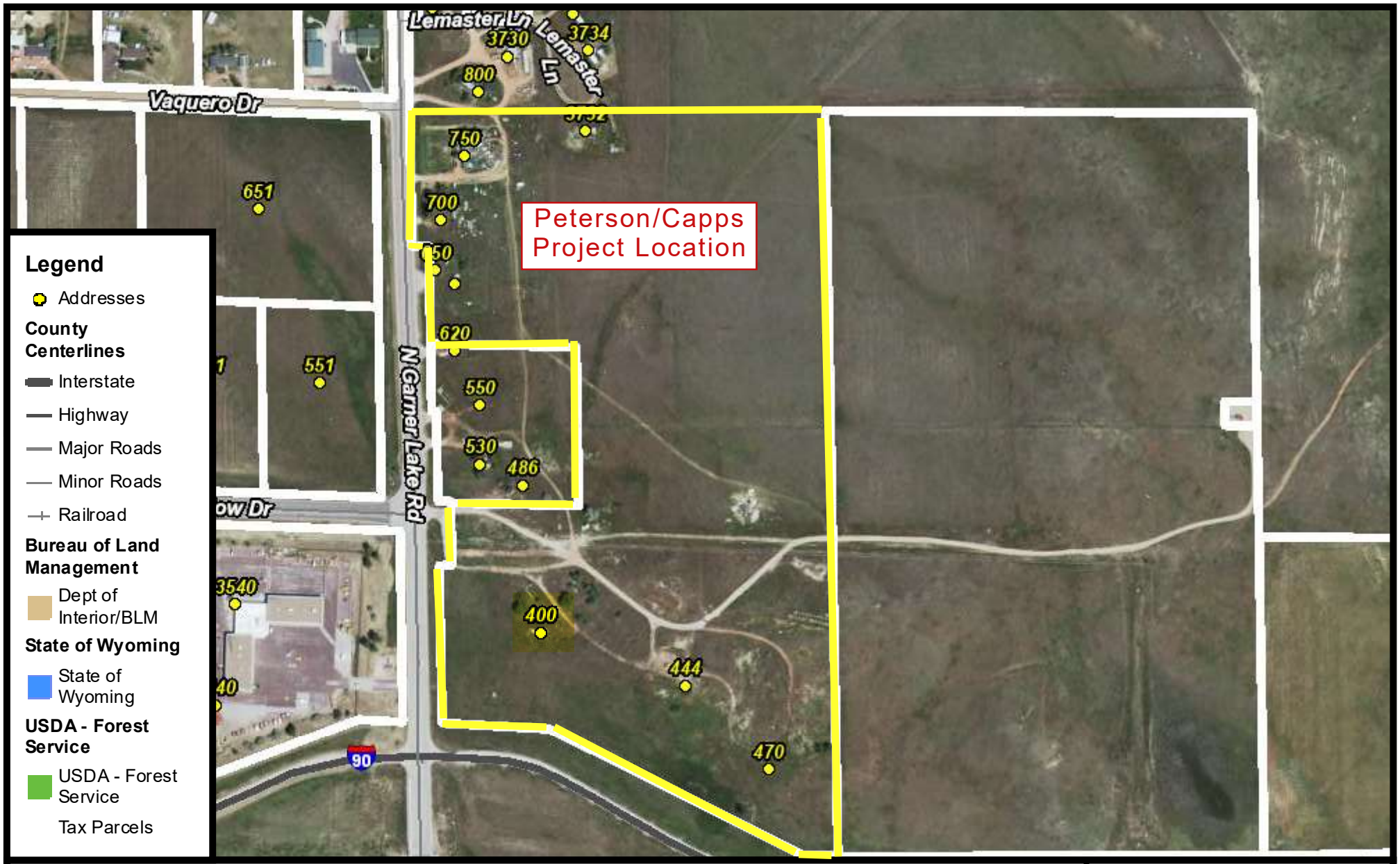
If you are unable to attend the meeting and have comments regarding this proposal, please send a signed letter or fax to our offices, and it will be forwarded to the Commissioners on your behalf.

Please do not hesitate to contact us at 682-1970 if you have any questions.

Sincerely,

Sam Proffer
Planner and Zoning Administrator

Cc: File
Enclosures: ROS, Aerial location and zoning maps (3 pages)




Campbell County
wyoming

N

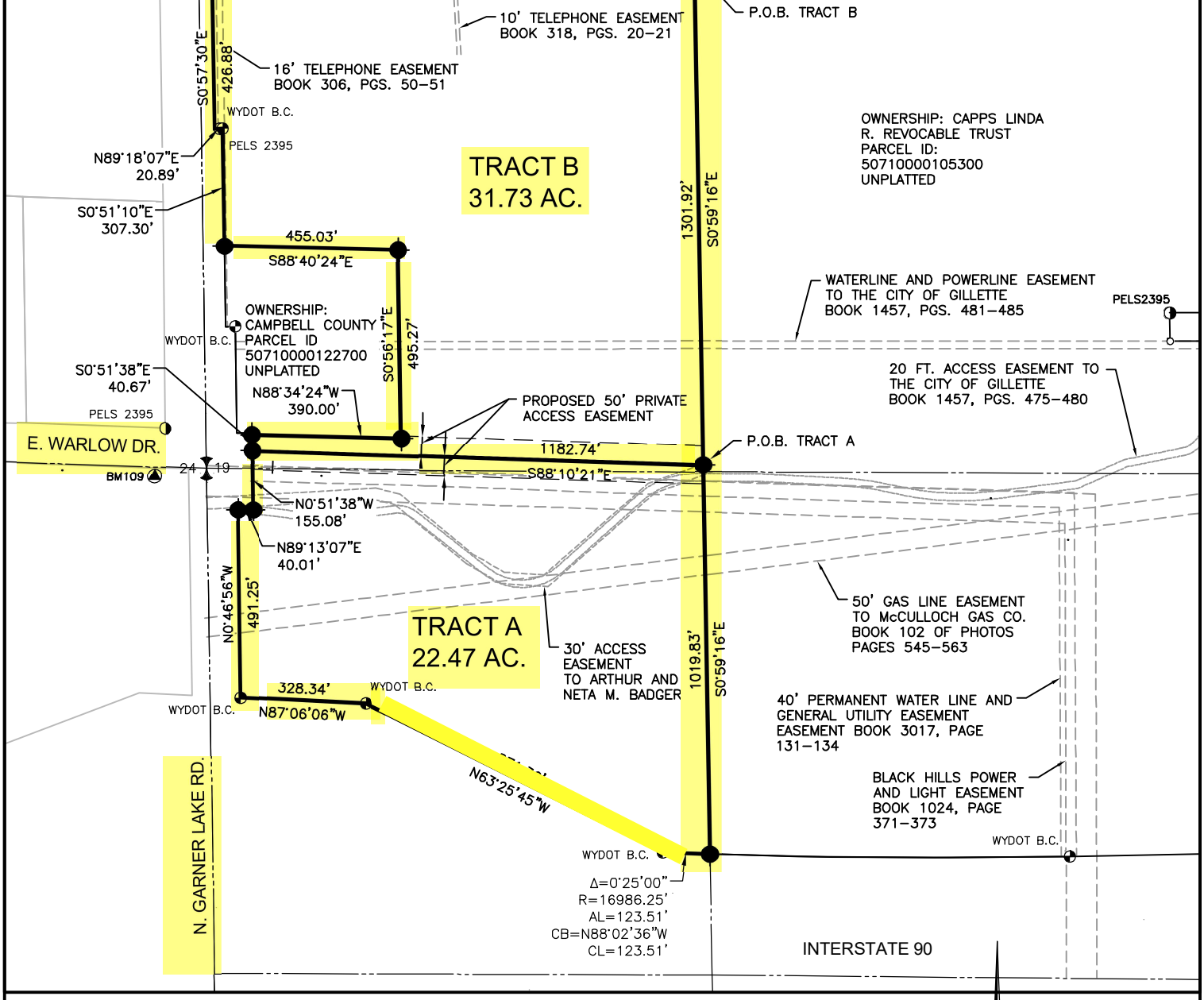
0 0.055 0.11 mi

Date: 9/19/2023
Time: 11:59:03 AM

CAMPBELL COUNTY, WYOMING

DEPARTMENT
OF PUBLIC WORKS

500 S. Gillette Ave.Gillette, Wyoming 82716
Phone # 307 685-8061
Fax # 307 687-8349




LEGAL DESCRIPTION FOR TRACT A AND TRACT B ON PAGE 2 OF 2

SURVEY NOTES:

BENCHMARK: CITY OF GILLETTE BM #109, SE OF INTERSECTION OF E. WARLOW DR. AND N. GARNER LAKE RD., 3 1/4" ALUMINUM CAP, N: 1384251.24', E:581892.70', ELEV.= 4514.84'

BASIS OF BEARING
STATE PLANE COORDINATE SYSTEM, WYOMING EAST ZONE AND THE WEST LINE OF SECTION 19, N00°53'22"W, 2634.65' AS MEASURED BETWEEN THE FOUND NWc AND THE W1/4 MONUMENTS.

VERTICAL DATUM
NAVD '88

HORIZONTAL DISTANCES
ALL DISTANCES SHOWN HERON ARE IN US SURVEY FEET AT GROUND. PAF=1.0002756590

SURVEY CERTIFICATE
I, TAD ROSENLUND, OF SHERIDAN, WY, HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY PERFORMED DURING THE MONTH OF SEPTEMBER, 2023, BY ME, FOR WHOSE WORK I STAND PERSONALLY RESPONSIBLE AND THAT THE SURVEY IS ACCURATELY REPRESENTED ON THIS PLAT AND IS SET OUT ON THE GROUND AS SHOWN HEREON.

NAME DATE
Wyoming L.S. No. 15057

N

0 200' 400' 800'

SCALE: 1" = 400'

LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- FOUND ROW MONUMENT
- FOUND CORNER, DESCRIBED
- SET CORNER, 2" AC PELS 15057
- BENCHMARK
- SUBDIVISION LINE
- EASEMENT
- SECTION LINE
- INTERIOR SECTION LINE

Professional Engineer & Land Surveyor
TAD R. ROSENLUND
15057
PRELIMINARY

LEGAL DESCRIPTION
PORTION OF THE SW1/4NW1/4 AND NW1/4SW1/4 OF SECTION 19,T50N, R71W, OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS ON SHEET 2.

# PETERSON SUBDIVISION

## SHEET 1 OF 2

DRAWN BY: TRR/JMB | DATE: 09/13/2023

Campbell County
wyoming

Date: 9/19/2023
Time: 11:58:01 AM

CAMPBELL COUNTY, WYOMING

DEPARTMENT
OF PUBLIC WORKS

500 S. Gillette Ave.Gillette, Wyoming 82716
Phone # 307 685-8061
Fax # 307 687-8349

## Peterson Subdivision

Adjacent Landowners Within 1,000 Feet

September 2023

FERGUSON KENNETH E & SHANNA L LIVING TST
3351 VAQUERO DR
GILLETTE, WY 82716-2152

HANTEN RONALD E & JOYCE A
3451 VAQUERO DR
GILLETTE, WY 82716-2153

BOYD JERRY D & RENEE
3551 VAQUERO DR
GILLETTE, WY 82716-2154

WILLIAMSON DONALD M & DEBRA R
3651 VAQUERO DR
GILLETTE, WY 82716-2155

CAPPS LINDA R REVOCABLE TRUST
PO BOX 664
GILLETTE, WY 82717-0664

CAPPS LINDA R REVOCABLE TRUST
4415 WILSON WAY
GILLETTE, WY 82718-4033

CAMPBELL COUNTY
500 S GILLETTE AVE STE 1100
GILLETTE, WY 82716-4211

BLK LLC & ELLIS VIVIAN I
PO BOX 738
HIAWASSEE, GA 30546-0738

STATE HWY DEPT
3540 E WARLOW DR
GILLETTE, WY 82716-0000

## Sam G. Proffer

**From:** Sam G. Proffer
**Sent:** Thursday, September 21, 2023 12:27 PM
**To:** meredithd@gillettewy.gov; Shannon Stefanick
**Subject:** Capps-Peterson Simple Subdivision Notice / Case# 23.04.CRSD
**Attachments:** Peterson-CappsNeighbor Letter.pdf

September 21, 2023

Good afternoon Meredith, Shannon:

Please see the attached neighbor notice for the proposed Capps Simple Subdivision located within our Joint Development Review Area.

Note that the applicant is requesting a rezoning classification to 'C-1' Commercial.

Please provide any written comments back to our office no later than Tuesday, October 3rd 2023 to have them included in the Planning Commission agenda packets.

Call or email if we need to discuss.

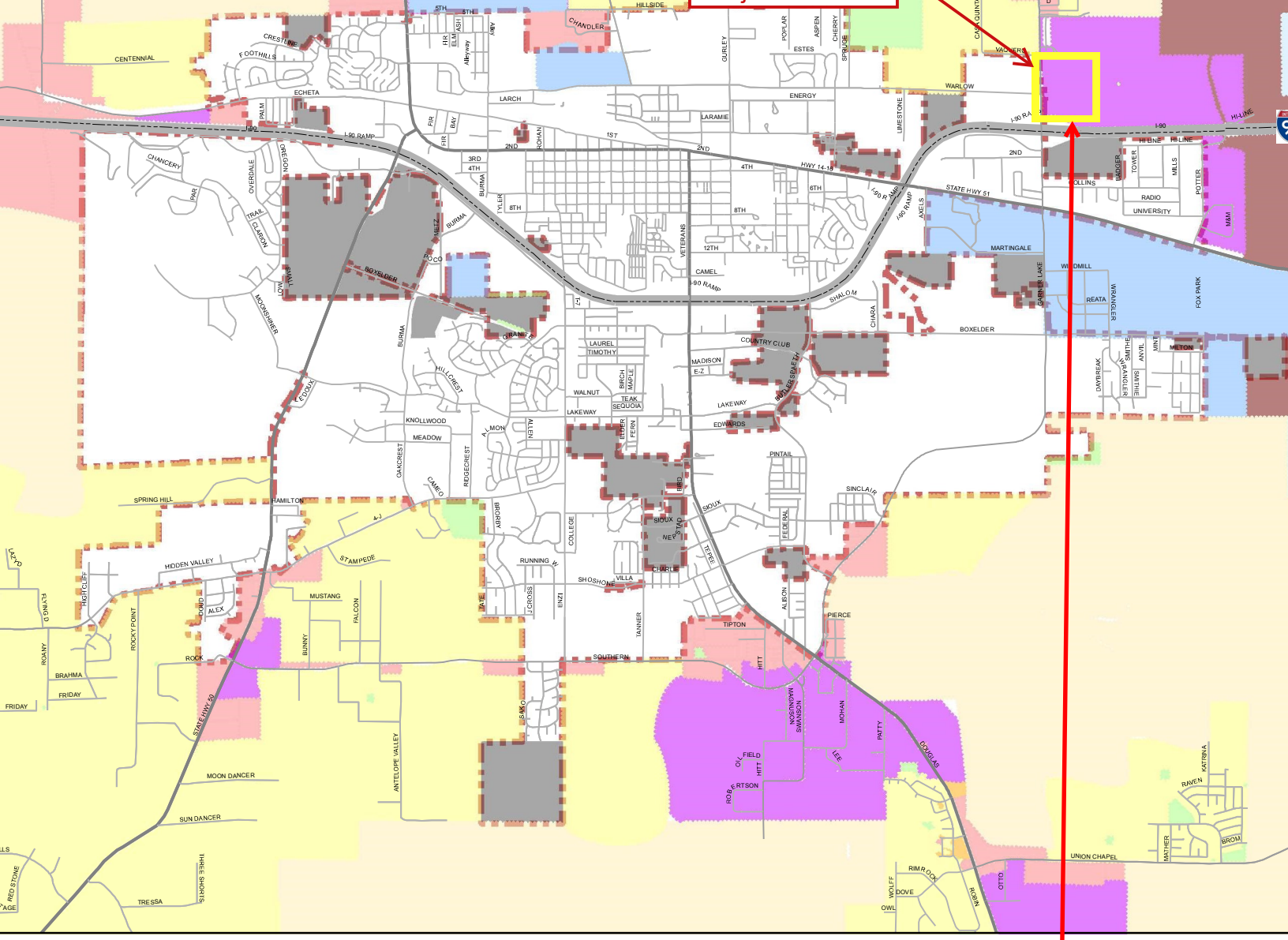
Thanks!
Sam

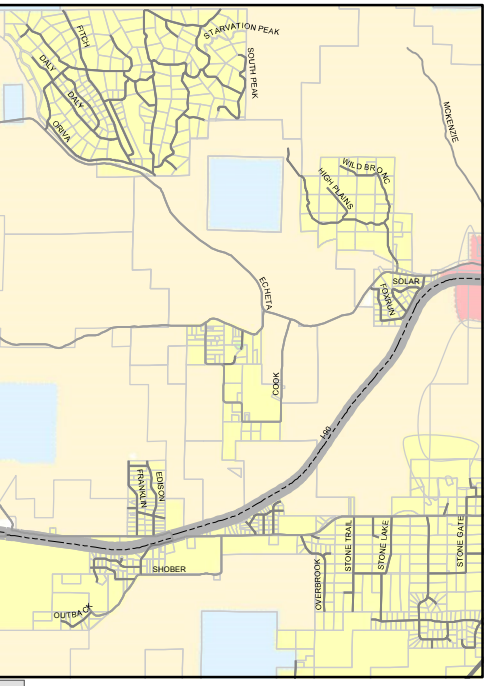
Jerril G. (Sam) Proffer, MCP, CFM
Planner and Zoning Administrator | Public Works—Planning Division

Campbell County wyoming

Campbell County Public Works
500 S. Gillette Ave., Suite 1500 | Gillette, WY 82716
Office: 307.682.1970 | Fax: 307.687.6468
sam.proffer@campbellcountywy.gov

*"Providing quality, efficient and cost-effective services for all Campbell County residents through sound decision making and fiscal responsibility"*

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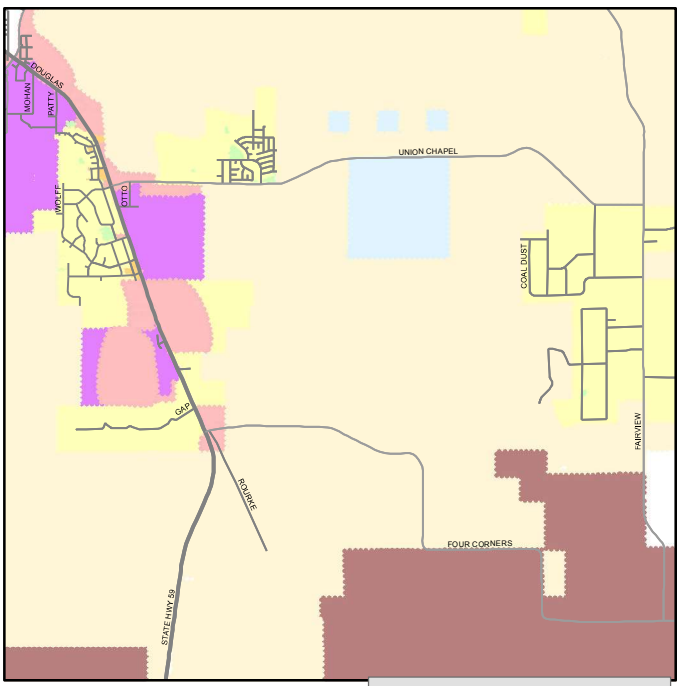
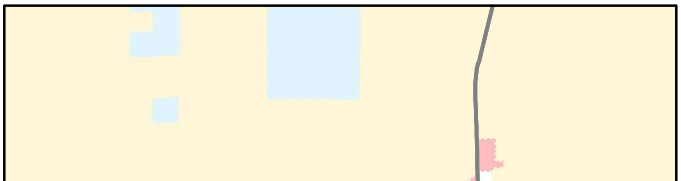



Southeast Gillette



## Future Land Use Cate

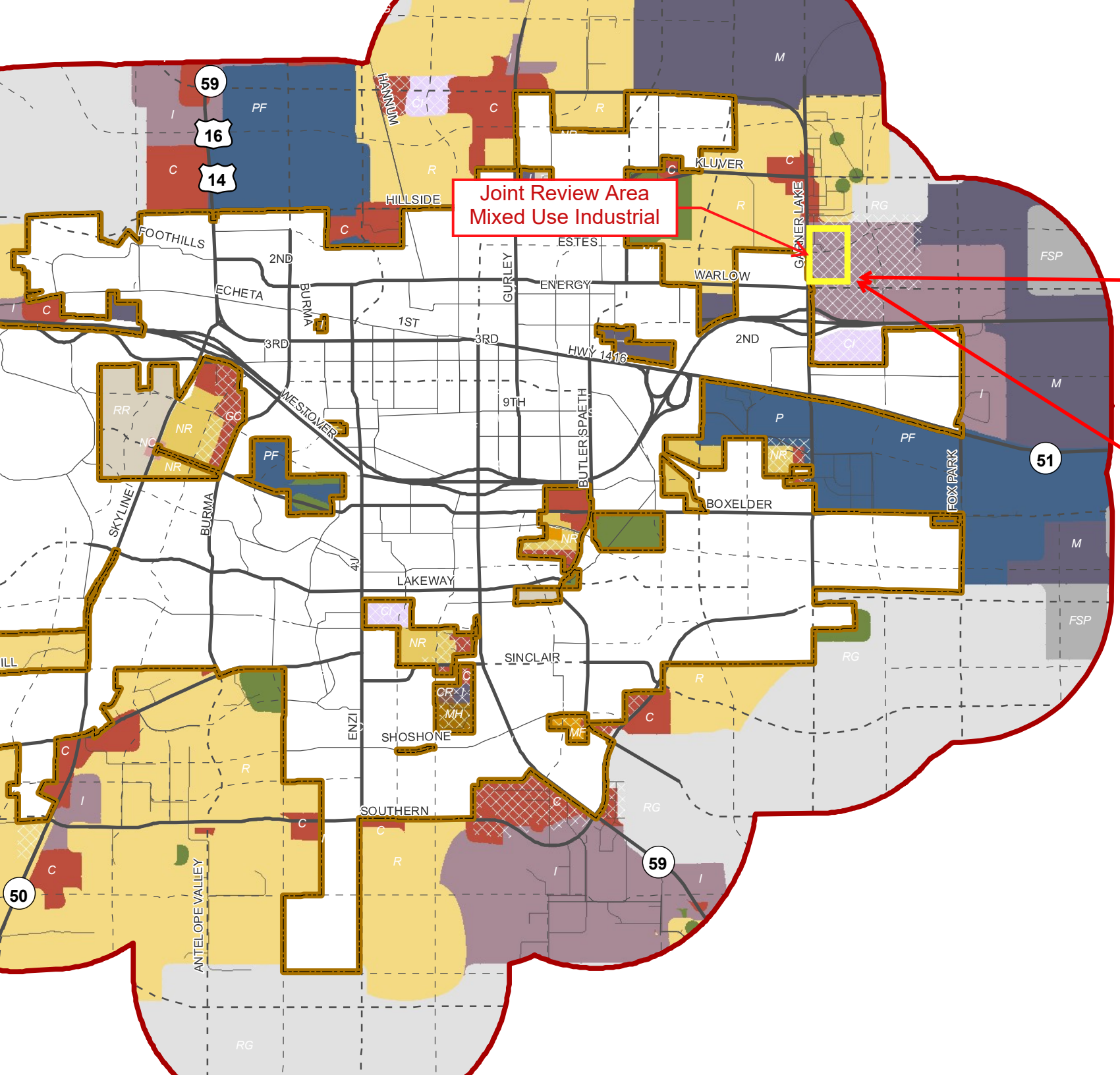
- City Infill
- Commercial
- Federal/State/Public
- High Density Residential
- Industrial

### Additional Map Inform

**Future Land Use categories shown o created through a public input proc development of the 2013 Ca Comprehensive Plan Update. This available to the public by the Coun legally recorded map or survey and is be used as such.**

**This map is created from compiled information, and data from various source data may contain errors.**

**Campbell County shall not be liable for claims that arise out of the user's acc this map. This map is provided as ref should not be relied upon without revie Future Land Use Map kept in the Planning Division. This Future Lan generalization that is not updated dail pruchased in full size copies or sma obtaining a .shp or .lyr file from the Pla**




# Futu

## Legend

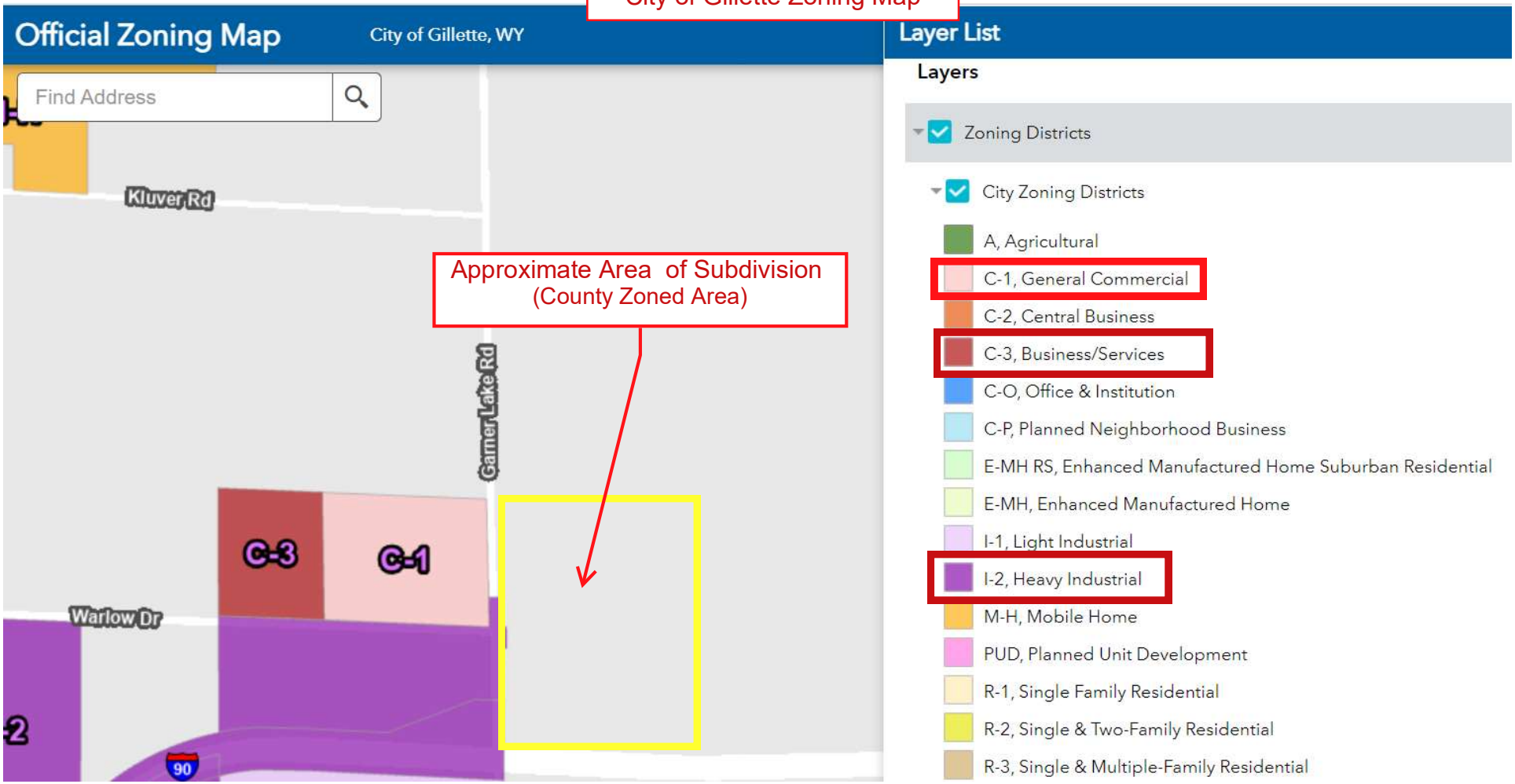
Joint Future Lan

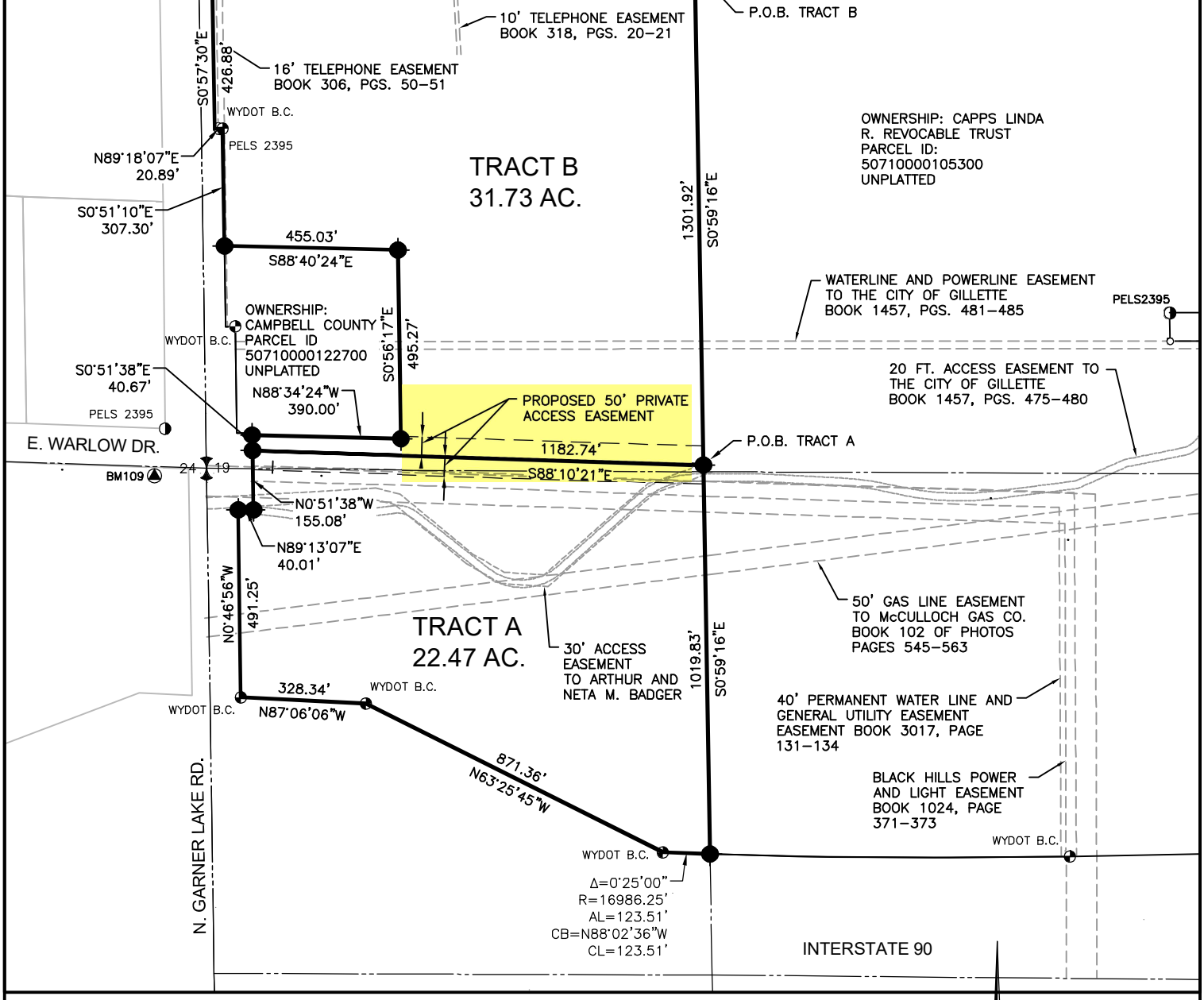
- Rural Ger
- Residenti
- High-Den
- Commerc
- Industrial
- Commerc
- Mining (M
- Federal/S
- Public Fa
- Parkland/
- Mixed-Us
- Municipal
- One-Mile

The One-Mile Joint F
is authorized by Wyo
extending from the C
jointly approved by C

Map Disclaimer: This
areas for long-range
outside the City Limi
guaranteed for accu

Exhibit 'F'
City of Gillette Zoning Map






LEGAL DESCRIPTION FOR TRACT A AND TRACT B ON PAGE 2 OF 2

SURVEY NOTES:

BENCHMARK: CITY OF GILLETTE BM #109, SE OF INTERSECTION OF E. WARLOW DR. AND N. GARNER LAKE RD., 3 1/4" ALUMINUM CAP, N: 1384251.24', E:581892.70', ELEV.= 4514.84'

BASIS OF BEARING
STATE PLANE COORDINATE SYSTEM, WYOMING EAST ZONE AND THE WEST LINE OF SECTION 19, N00°53'22"W, 2634.65' AS MEASURED BETWEEN THE FOUND NWc AND THE W1/4 MONUMENTS.

VERTICAL DATUM
NAVD '88

HORIZONTAL DISTANCES
ALL DISTANCES SHOWN HERON ARE IN US SURVEY FEET AT GROUND. PAF=1.0002756590

SURVEY CERTIFICATE
I, TAD ROSENLUND, OF SHERIDAN, WY, HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY PERFORMED DURING THE MONTH OF SEPTEMBER, 2023, BY ME, FOR WHOSE WORK I STAND PERSONALLY RESPONSIBLE AND THAT THE SURVEY IS ACCURATELY REPRESENTED ON THIS PLAT AND IS SET OUT ON THE GROUND AS SHOWN HEREON.

NAME DATE
Wyoming L.S. No. 15057

N

0 200' 400' 800'

SCALE: 1" = 400'

LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- FOUND ROW MONUMENT
- FOUND CORNER, DESCRIBED
- SET CORNER, 2" AC PELS 15057
- BENCHMARK
- SUBDIVISION LINE
- EASEMENT
- SECTION LINE
- INTERIOR SECTION LINE

Professional Engineer & Land Surveyor
TAD R. ROSENLUND
15057
PRELIMINARY

LEGAL DESCRIPTION
PORTION OF THE SW1/4NW1/4 AND NW1/4SW1/4 OF SECTION 19,T50N, R71W, OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS ON SHEET 2.

# PETERSON SUBDIVISION

## SHEET 1 OF 2

DRAWN BY: TRR/JMB | DATE: 09/13/2023

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 19, FROM WHICH THE WEST ONE-QUARTER OF SAID SECTION 19 BEARS S00°53'22"E, A DISTANCE OF 2634.65', BASIS OF BEARING FOR THIS DESCRIPTION;
THENCE S44°56'46"E, A DISTANCE OF 1870.23' TO THE NE CORNER OF TRACT B;
THENCE S0°59'16"E, A DISTANCE OF 1301.92' TO THE **TRUE POINT OF BEGINNING** AND THE NE CORNER OF SUBJECT TRACT;
THENCE S0°59'16"E, A DISTANCE OF 1019.83' TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 90;
THENCE ALONG SAID RIGHT-OF-WAY THROUGH A CURVE TO THE RIGHT HAVING A RADIUS OF 16986.25', A CENTRAL ANGLE OF 0°25'00", AN ARC LENGTH OF 123.51', A CHORD BEARING OF N 88°02'36" W, AND A CHORD LENGTH OF 123.51';
THENCE N63°25'45"W, A DISTANCE OF 871.36';
THENCE N87°06'06"W, A DISTANCE OF 328.34';
THENCE DEPARTING FROM SAID I-90 RIGHT-OF-WAY, ALONG THE EAST RIGHT-OF-WAY LINE OF NORTH GARNER LAKE ROAD, N0°46'56"W; 491.25';
THENCE N89°13'07"E, A DISTANCE OF 40.01';
THENCE N0°51'38"W, A DISTANCE OF 155.08';
THENCE DEPARTING FROM SAID RIGHT-OF-WAY AND CLOSING S88°10'21"E, A DISTANCE OF 1182.74'; TO THE POINT OF BEGINNING.
CONTAINING 22.47 ACRES, MORE OR LESS.

**TRACT B**

PORTION OF THE SW1/4NW1/4 AND NW1/4SW1/4 OF SECTION 19,T50N, R71W, OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 19, FROM WHICH THE WEST ONE-QUARTER OF SAID SECTION 19 BEARS S00°53'22"E, A DISTANCE OF 2634.65', BASIS OF BEARING FOR THIS DESCRIPTION;
THENCE S44°56'46"E, A DISTANCE OF 1870.23' TO THE NE CORNER OF SUBJECT TRACT AND **THE TRUE POINT OF BEGINNING**;
THENCE N89°42'20"W, A DISTANCE OF 1266.05', TO THE EAST RIGHT-OF-WAY LINE OF NORTH GARNER LAKE ROAD;
THENCE ALONG SAID RIGHT-OF-WAY S0°57'30"E, A DISTANCE OF 426.88';
THENCE N89°18'07"E, A DISTANCE OF 20.89';
THENCE S0°51'10"E, A DISTANCE OF 307.30';
THENCE DEPARTING FROM SAID RIGHT-OF-WAY, S88°40'24"E, A DISTANCE OF 455.03';
THENCE S0°56'17"E, A DISTANCE OF 495.27';
THENCE N88°34'24"W, A DISTANCE OF 390.00', TO THE EAST RIGHT-OF-WAY LINE OF NORTH GARNER LAKE ROAD;
THENCE ALONG SAID RIGHT-OF-WAY S0°51'38"E, A DISTANCE OF 40.67';
THENCE DEPARTING FROM SAID RIGHT-OF-WAYAND CLOSING, S88°10'21"E, A DISTANCE OF 1182.74 TO THE POINT OF BEGINNING.
CONTAINING 31.73 ACRES, MORE OR LESS.

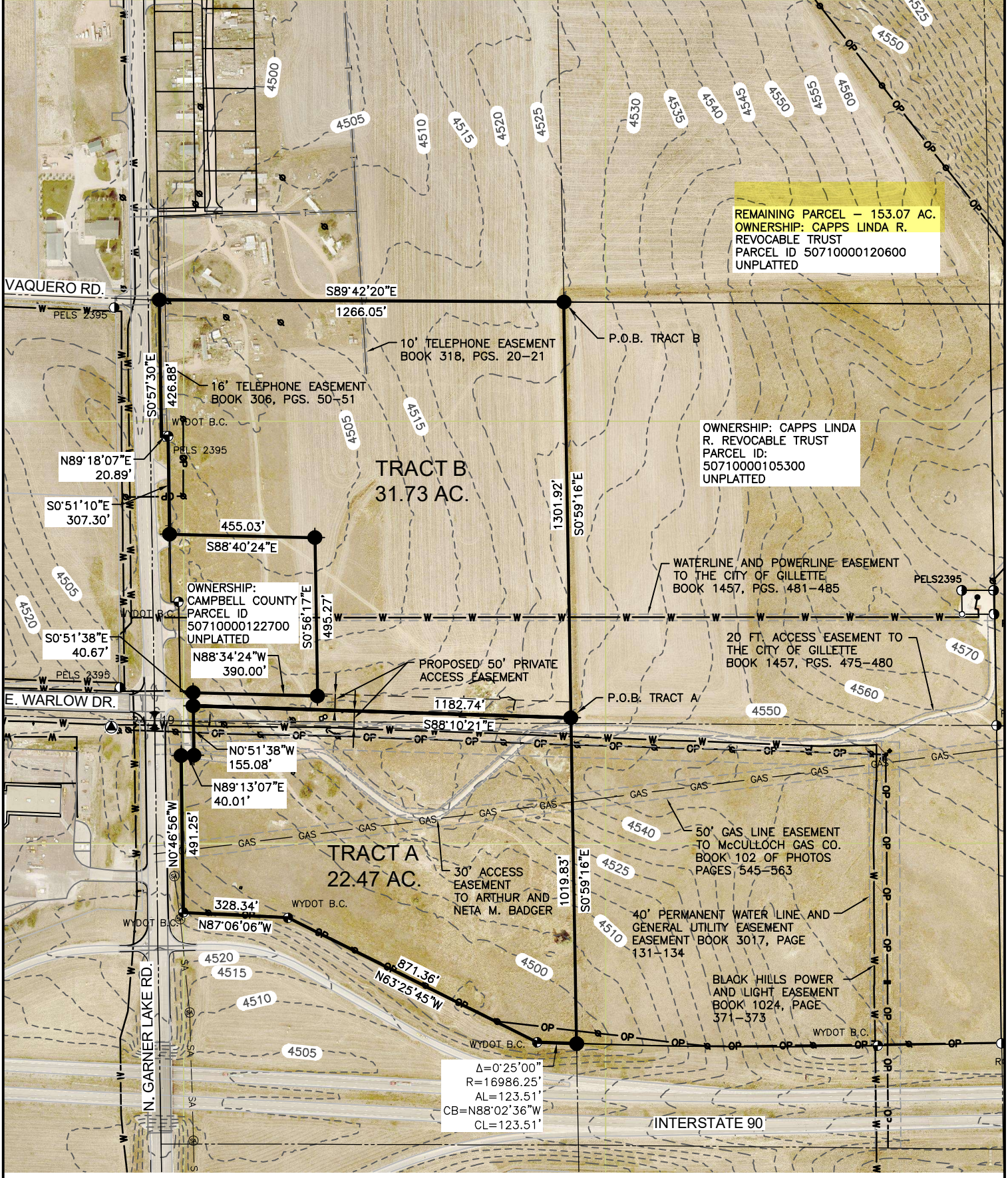
**SURVEY CERTIFICATE**

I, TAD ROSENLUND, OF SHERIDAN, WY, HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY PERFORMED DURING THE MONTH OF SEPTEMBER, 2023, BY ME, FOR WHOSE WORK I STAND PERSONALLY RESPONSIBLE AND THAT THE SURVEY IS ACCURATELY REPRESENTED ON THIS PLAT AND IS SET OUT ON THE GROUND AS SHOWN HEREON.

_____
NAME DATE
Wyoming L.S. No. _____

# PETERSON SUBDIVISION

| | |
|---|---|
| DRAWN BY: TRR | DATE: 09/13/2023 |




LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- FOUND ROW MONUMENT
- FOUND CORNER, DESCRIBED
- SET CORNER, 2" AC PELS 15057
- BENCHMARK
- SUBDIVISION LINE
- EASEMENT
- SECTION LINE
- INTERIOR SECTION LINE

N

0 200' 400'

# PETERSON SUBDIVISION

## SITE MAP

DRAWN BY: JMB | DATE: 09/13/2023

Exhibit 'I'
Publication Notice
(3 pages)

**NOTICE OF APPLICATION FOR SUBDIVISION PERMIT**

NOTICE IS HEREBY GIVEN THAT LINDA R CAPPS REVOCABLE TRUST, CAMPBELL COUNTY, WY HAVE APPLIED FOR A PERMIT TO SUBDIVIDE A PORTION OF THE SW1/4NW1/4 AND NW1/4SW1/4 OF SECTION 19, T50N, R71W, OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING. A FINAL PLAT WILL BE REVIEWED AT THE OCTOBER 19, 2023 CAMPBELL COUNTY PLANNING COMMISSION MEETING AT 7:00 P.M. IN THE CAMPBELL COUNTY COMMISSIONER'S CHAMBERS, 500 SOUTH GILLETTE AVENUE, GILLETTE, WYOMING. THE PLAT CAN BE REVIEWED AT THE OFFICE OF THE CAMPBELL COUNTY PLANNING AND ZONING DIVISION, 500 SOUTH GILLETTE AVENUE, SUITE 1500, GILLETTE, WYOMING.

## jaime.tarver1@gmail.com

**From:** Gillette News Record Legals <legals@gillettenewsrecord.net>
**Sent:** Wednesday, September 13, 2023 10:21 AM
**To:** jaime.tarver1@gmail.com
**Subject:** Re: Legal Notice for Peterson Subdivision

I received your notice and will schedule it to publish the dates you requested.

Thank You,

*Shawna Glasser*
Gillette News Record
Legals Department
307-682-9306, ext. 222
legals@gillettenewsrecord.net

On Sep 12, 2023, at 9:15 PM, <jaime.tarver1@gmail.com> <jaime.tarver1@gmail.com> wrote:

Tarver Consulting
PO Box 2080
Gillette, WY 82717
307-680-9715

*Jaime Tarver*
C: 307.680.9715
O: 307.682.4929
Jaime.Tarver1@gmail.com

---

**From:** Gillette News Record Legals <legals@gillettenewsrecord.net>
**Sent:** Tuesday, September 12, 2023 1:52 PM
**To:** jaime.tarver1@gmail.com
**Subject:** Re: Legal Notice for Peterson Subdivision

Hi Jamie,
I just need to know who I am billing this to and a billing address.

Thanks,
Shawna

On Sep 12, 2023, at 12:41 PM, <jaime.tarver1@gmail.com> <jaime.tarver1@gmail.com> wrote:

Hi Shauna,

Please find attached a legal notice for a proposed subdivision. I'd like to have it published on October 3rd and 10th. Please confirm receipt and let me know if you need anything else from me.

Thanks.

*Jaime Tarver*
C: 307.680.9715
O: 307.682.4929
Jaime.Tarver1@gmail.com

<Notice of Subdivision Application Paper.docx>

**Transaction Identification Data for reference only:**
Issuing Agent: TownSquare Title of Wyoming, LLC.
Issuing Office: Townsquare Title of Wyoming, LLC.
Issuing Office's ALTA Registry ID: 1024037
Loan ID Number:
Commitment Number: Preliminary
Issuing Office File Number: 8138TSG
Property Address: TBD N Garner Lake RD Gillette, WY 82716
Escrow Officer: Nathan Willis
Title Officer: Robert Hickman

Exhibit 'J'
Title Report
(39 pages)

File No: **8138TSG**
Amendment No: **Preliminary**

## COMMITMENT FOR TITLE INSURANCE

Issued by

**Westcor Land Title Insurance Company**

## SCHEDULE A

1. Commitment Date: **August 25, 2023**, at **8:00 am**

2. Policy to be Issued:
   (a) ALTA® 2021 Owner's Policy
   ☐ Standard
   ☐ Extended
   Proposed Insured:
   Proposed Policy Amount:

   (b) ALTA® 2021 Loan Policy
   ☐ Standard
   ☐ Extended
   Proposed Insured:
   Proposed Policy Amount:

| | | |
|---|---|---|
| Total: | **$** | **00.00** |

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**

4. The Title is, at the Commitment Date, vested in:
   **Linda R Capps, Trustee of the Linda R Capps Revocable Trust dated the 31st day of July 2013**

5. The Land is described as follows:
   **SEE ATTACHED EXHIBIT "A"**

   For Informational Purposes Only: **TBD N Garner Lake RD, Gillette, WY 82716**
   APN: **010057087**

Countersigned
TownSquare Title of Wyoming, LLC.

By: C. Tabor-Douglas

**Cathie Tabor**

*This page is only a part of a 2021 ALTA Short Form Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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File No.: **8138TSG**

## EXHIBIT A

The Land is described as follows:

**Township 50 North, Range 71 West, 6th P.M., Campbell County, Wyoming**
**Section 19: a portion of SW1/4NW1/4 and NW1/4SW1/4**

**Tract A more particularly described as follows:**

**Commencing at the northwest corner of said Section 19, from which the west one-quarter of said Section 19 bears S00°53'22"E, a distance of 2634.65 feet, basis of bearing for this description;**
**thence S44°56'46"E, a distance of 1870.23 feet to the NE corner of Tract B;**
**thence S00°59'16"E, a distance of 1314.57 feet to the TRUE POINT OF BEGINNING and the NE corner of Subject Tract;**
**thence S00°59'16"E, a distance of 1007.19 feet to a point on the North right-of-way line of Interstate 90;**
**thence along said right-of-way through a curve to the right having a radius of 16986.25 feet, a central angle of 00°25'00", an arc length of 123.51 feet, a chord bearing of N88°02'36"W, and a chord length of 123.51 feet;**
**thence N63°25'45"W, a distance of 871.36 feet;**
**thence N87°06'06"W, a distance of 328.34 feet;**
**thence departing from said I-90 right-of-way, along the East right-of-way line of North Garner Lake Road, N00°46'56"W; 491.25 feet;**
**thence N89°13'07"E, a distance of 40.04 feet;**
**thence N00°51'38"W, a distance of 195.75 feet;**
**thence departing from said right-of-way, S88°34'24"E, a distance of 390.00 feet;**
**thence S00°21'02"E, a distance of 50.05 feet;**
**thence closing S87°44'31"E, a distance of 793.40 feet, to the POINT OF BEGINNING.**

**and**

**Tract B more particularly described as follows:**

**Commencing at the northwest corner of said Section 19, from which the west one-quarter of said Section 19 bears S00°53'22"E, a distance of 2634.65 feet, basis of bearing for this description;**
**thence S44°56'46"E, a distance of 1870.23 feet to the NE corner of Subject Tract and the TRUE POINT OF BEGINNING;**
**thence N89°42'20"W,a distance of 1266.05 feet to the East right-of-way line of North Garner Lake Road;**
**thence along said right-of-way S00°57'30"E, a distance of 426.88 feet;**
**thence N89°18'07"E, a distance of 20.89 feet;**
**thence S00°51'10"E, a distance of 307.30 feet;**
**thence along said right-of-way S00°57'30"E, a distance of 455.03 feet;**
**thence S00°56'17"E, a distance of 495.27 feet;**
**thence S00°21'02"E, a distance of 50.05 feet;**
**thence closing S87°44'31"E, a distance of 793.40 feet to the POINT OF BEGINNING.**



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## SCHEDULE B, PART I - Requirements

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**5. Warranty Deed from Linda R. Capps Revocable Trust dated the 31st day of July 2013 to Purchaser with contractual rights under a purchaser agreement with the vested owner.**

**6. Delivery to the Company of an executed copy of the Trust Agreement for Linda R. Capps Revocable Trust dated the 31st day of July 2013 for inspection and approval prior to issuing any policies. OR Delivery to the Company of an Affidavit of Trust evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity, and containing the other information required by W.S. 4-10-1014.**

**7. Provide the title company with an Owner's Affidavit and Borrower's Affidavit, after receipt and review of which the title company reserves the right to amend the exceptions to the Policy when issued.**

**8. The Company requires payment of all taxes and assessments due at date of policy. The first half of 2022 taxes are PAID in the amount of $150.88, and the second half of 2022 are PAID in the amount of $150.88, Parcel# 010057087.**
**NOTE: The first installment is due and payable September 1, 2022, delinquent November 10, 2022. The Second installment is due and payable March 1, 2023, delinquent May 10, 2023. (includes other lands)**

**9. Note:**
**(1) A Statement of Consideration is required with each transfer of title in the State of Wyoming pursuant to W.S. 34-1-142.**
**(2) All Grantors or Mortgagors must cite their marital status and their spouses, if any, must join in the execution of the documents for the purpose of waiving any homestead rights they may have in the property to be insured.**



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## SCHEDULE B, PART II - Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.

2. Easements or claims of easements not shown in the Public Records.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.

7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.

8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read,"Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."

9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

10. Easements and/or right(s) of way, including its terms and conditions, as granted and described in Deed of Easement recorded October 5, 1964 in Book 102 of Photos, page 545, and any assignments thereof in the records of Campbell County, Wyoming.

11. Easements and/or right(s) of way, including its terms and conditions, as granted and described in Deed of Easement and recorded October 5, 1964 in Book 102 of Photos, page 547, and any assignments thereof in the records of Campbell County, Wyoming.

12. Easements and/or right(s) of way, including its terms and conditions, as granted and described in Right of Way Easement recorded March 3, 1972 in Book 238 of Photos, page 377, and any assignments thereof in the records of Campbell County, Wyoming.

13. Easements and/or right(s) of way, including its terms and conditions, as granted and described in Deed of Easement recorded February 27, 1973 in Book 263 of Photos, page 251, and any assignments thereof in the records of Campbell County, Wyoming.



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14. Easements and/or right(s) of way, including its terms and conditions, as granted and described in Right of Way Easement recorded October 29, 1974 in Book 306 of Photos, page 50, and any assignments thereof in the records of Campbell County, Wyoming.

15. Easements and/or right(s) of way, including its terms and conditions, as granted and described in Right of Way Easement recorded April 11, 1975 in Book 318 of Photos, page 20, and any assignments thereof in the records of Campbell County, Wyoming

16. Easements and/or right(s) of way, including its terms and conditions, as granted and described in Right of Way Easement recorded May 26, 1977 in Book 378 of Photos, page 67, and any assignments thereof in the records of Campbell County, Wyoming.

17. Easements and/or right(s) of way, including its terms and conditions, as granted and described in Deed of Easement recorded July 6, 1988 in Book 1016 of Photos, page 81, and any assignments thereof in the records of Campbell County, Wyoming.

18. Easements and/or right(s) of way, including its terms and conditions, as granted and described in Right of Way Easement recorded September 9, 1988 in Book 1024 of Photos, page 371, and any assignments thereof in the records of Campbell County, Wyoming.

19. Easements and/or right(s) of way, including its terms and conditions, as granted and described in Right of Way Easement recorded October 24, 1988 in Book 1031 of Photos, page 454, and any assignments thereof in the records of Campbell County, Wyoming.

20. Easements and/or right(s) of way, including its terms and conditions, as granted and described in Access Easement recorded December 5, 1997 in Book 1457 of Photos, page 475, and any assignments thereof in the records of Campbell County, Wyoming.

21. Easements and/or right(s) of way, including its terms and conditions, as granted and described in Waterline and Powerline Easement recorded December 5, 1997 in Book 1457 of Photos, page 481, and any assignments thereof in the records of Campbell County, Wyoming.

22. Easements and/or right(s) of way, including its terms and conditions, as granted and described in Permanent Water Line and General Utility Easement recorded April 15, 2016 in Book 3017 of Photos, page 131, and any assignments thereof in the records of Campbell County, Wyoming.

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.



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**ALTA COMMITMENT FOR TITLE INSURANCE**
**issued by**
**WESTCOR LAND TITLE INSURANCE COMPANY**
**(ALTA Adopted 07-01-2021)**

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Westcor Land Title Insurance Company, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**WESTCOR LAND TITLE INSURANCE COMPANY**

By: _____
President

Attest: _____
Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

**1. DEFINITIONS**

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

**2.** If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

**3.** The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I—Requirements; and
f. Schedule B, Part II—Exceptions; and
g. a signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I—Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.



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AMERICAN LAND TITLE ASSOCIATION

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. INTENTIONALLY OMITTED**



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AMERICAN LAND TITLE ASSOCIATION

**Joint Notice of Privacy Policy**

**of**

## Westcor Land Title Insurance Company

**and**

## TownSquare Title of Wyoming, LLC.

Westcor Land Title Insurance Company ("WLTIC") and **TownSquare Title of Wyoming, LLC.** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **TownSquare Title of Wyoming, LLC.** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company's privacy policy is separately instituted, executed, and maintained.

**Who is Covered**

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

**Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

**Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

**Information Sharing**

Generally, neither WLTIC nor **TownSquare Title of Wyoming, LLC.** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **TownSquare Title of Wyoming, LLC.** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **TownSquare Title of Wyoming, LLC.** has a joint marketing agreement. Entities with whom WLTIC or **TownSquare Title of Wyoming, LLC.** have a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **TownSquare Title of Wyoming, LLC.** use to protect this information and to use the information for lawful purposes. WLTIC or **TownSquare Title of Wyoming, LLC.**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

**Information Security**

WLTIC and **TownSquare Title of Wyoming, LLC.**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can be found on WLTIC's website at www.wltic.com*

Campbell County
wyoming

New Search | History | Payoff | Help

# On-line payments are disabled until August 25th due to Property Tax Sale process.

**Parcel#:** 010057087

**Status:** Current
**Realware#:** R0057087
**Receipt:** 20035

**2022 Owner(s):**
CAPPS LINDA R REVOCABLE TRUST

**Mailing Address:**
PO BOX 664
GILLETTE, WY 827170664

**Levy District:**
0100, CAMPBELL COUNTY

**2022 Value:**

| | |
|---|---|
| **Market:** | $50,782 |
| **Taxable:** | $4,824 |
| **Vet Exempt:** | $0 |
| **Net Taxable:** | $4,824 |

Detail

**2022 Taxes:** View Pie Charts

| | | | |
|---|---|---|---|
| **First Half:** | $150.88 | **Due:** | 11/10/2022 |
| **Second Half:** | $150.88 | **Due:** | 5/10/2023 |
| **Total:** | $301.76 | | |

Detail

**2022 Payments:**

| | |
|---|---|
| **First Half:** | $161.59 |
| **Second Half:** | $150.88 |
| **Total:** | $312.47 |

(May include penalty & interest)

**2022 Legal Records:**

**Geo Code:** 17-5071-00-0-01-206.00

**Property address:** N GARNER LAKE RD
**TRS:** T50, R71, Sec. 19
**Legal:** ,S19 T50 R71 W2NW PT NENW W2NE NWSW PT aka HENRY LEMASTER LEASES SURVEY LTS 1-26 PT

**Note:** Convenience Fees will be applied as follows: Credit Card Payments - 2.95% of Payment Visa Debit Card Payments - $3.95 The accuracy of this data is not guaranteed. Property Tax data was last updated 07/28/2023 08:00 AM.

Send Payments To:
Campbell County Treasurer
P.O. Box 1027
Gillette, Wyoming 82717-1027

tyler technologies

265167

# DEED OF EASEMENT

FOR AND IN CONSIDERATION of the sum of $ 10.00, the receipt of which is hereby acknowledged, HENRY L. MASTERS hereinafter called the grantor, hereby grants, bargains, and sells and by these presents, does bargain, sell, convey, transfer, and deliver unto McCulloch Gas Transmission Company, a corporation, hereinafter called the grantee, the perpetual right and easement to lay, maintain, inspect, operate or remove a pipe line for the transportation of gas, oil or products thereof, over and through the following described land, of which grantor warrants it is the owner, situate in Campbell County, State of Wyoming, to-wit:

Commencing at Station 1236+14 on the Gillette Gas Line, which point is on the west line of the SE¼NE¼ of Section 19, T50N, R71W, Campbell County, Wyoming, and is 2630 feet from the north line and 1370 feet from the east line of said Section 19; thence on bearing S72°25'W through a portion of the SW¼NE¼ of said Section 19 a distance of 67 feet to Station 1236+81; thence on bearing S83°08'W through a portion of the SW¼NE¼ of said Section 19 a distance of 648 feet to Station 1243+29, which point is on the south line of the SW¼NE¼ of said Section 19 and is 2610 feet from the south line and 2110 feet from the east line of said Section 19.

Commencing at Station 1262+39 on the Gillette Gas Line, which point is on the west line of the NE¼SW¼ of Section 19, T50N, R71W, and is 2350 feet from the south line and 1335 feet from the west line of said Section 19; thence on bearing S83°08'W through the NW¼SW¼ of said Section 19 a distance of 1341 feet to Station 1275+80, which point is on the west line of said Section 19 and is 2200 feet from the south line of said Section 19.

Containing a total of 124.60 rods.

and being a right of way fifty (50 feet in width and being twenty-five (25) feet on each side of a centerline specifically described as herein set forth.

together with right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said grantee of the easement granted by this deed, hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Grantor reserves the right to use said land for any and all purposes except the purposes hereby granted to said grantee, provided said use does not prevent the exercise of said grantee of the easement granted by this instrument.

Grantee agrees to pay any damages to growing crops, pasturage, fences and other improvements of grantor on said land caused by grantee's operation and construction hereunder. In the event the parties hereto cannot agree within sixty (60) days after written request for such determination shall have been made by one party upon the other, as to the amount of said damages, the determination thereof, at the written request of either party, shall be submitted to a board of three arbitrators, who, by majority decision, shall promptly decide and determine the amount of said damages, after having given to each party a reasonable opportunity to present evidence and arguments pertaining thereto. Within ten (10) days after written request hereinabove provided has been made, each party shall notify the other in writing of its selection of an arbitrator and the two arbitrators so selected shall select the third arbitrator, the three arbitrators thus selected constituting the board of arbitrators. If either party shall fail to name an arbitrator within the ten (10) days from such demand, then, upon written application by the other party, such arbitrator may be appointed by the District Court within and for the County wherein said lands are located. If the two arbitrators shall fail, within ten (10) days after their appointment, to agree upon and appoint the third arbitrator, then, upon written application by either party, such third arbitrator may be appointed by the District Court within and for the County wherein said lands are located. The fees and expenses of said board of arbitration shall be equally divided between grantor and grantee. Said arbitration procedure, set forth above, shall conform, as nearly as possible, to the "Uniform Arbitration Act."

Grantee agrees to lay and maintain said pipe line so it will not interfere with the use of any ditch or roadway, and if said land is being cultivated, to bury said line so it will not interefere with the cultivation of the surface of said premises.

This easement and right of way shall continue in force as long as said lands are used for maintenance and operation of a pipe line for transportation of gas, oil or products thereof, but should such use terminate and grantee, its successors as assigns, fail to use such line for a period of twenty-four (24) consecutive calendar months, this easement and right of way shall terminate, cease and be nullified as fully and effectually as though this instrument had never been subscribed and delivered. In such event, grantee, its successors or assigns, may remove its pipe lines and all of its fixtures, appurtenances and other property within said right of way, and shall remove the same within six (6) months after grantor shall mail grantee, its successors or assigns, a written request therefor, in default of which said pipe line and all of the other property of grantee, its successors or assigns, within said right of way shall become and remain the property of grantor, and grantee, its successors or assigns, shall have no further rights thereto. Grantee, its successors or assigns, after any such removal, shall restore the ground surface to its present condition and pay all damages caused grantor thereby, subject to arbitration as provided above.

By accepting this easement, the grantee covenants and agrees to save the grantor harmless from any and all damages caused to the grantor or others resulting from, or occasioned by, operations of the grantee in the use of said easement.

For an additional consideration of One and No/100 ($1.00) Dollar, the receipt of which is hereby acknowledged, said grantor hereby grants unto said grantee, its successors and assigns, the right to lay, maintain, inspect, operate, or remove an additional pipe line or pipe lines, at any time, alongside of said first pipe line, for the transportation of gas, oil or products thereof, over and through said land. Grantee, its successors and assigns, agrees to pay grantor, for each additional pipe line placed on said land by grantee, the sum of Fifty Cents ( $ .50 ) per lineal rod of pipe line, on or before the time grantee, its successors or assigns, commences to construct such pipe line over and through said land. The covenants and conditions herein contained, shall apply to the construction and maintenance of each and every pipeline.

It is agreed that any payment hereunder may be made direct to said grantor, or by depositing such payment to the credit of said grantor in the Stockmens Bank of Gillette, Wyoming, and payment so made shall be deemed and considered as payment to said grantor.

It is further agreed that whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, and that the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this easement deed has been executed the grantor this 5th day of August, 1964.

Henry Lemasters
HENRY LEMASTERS

INDIVIDUAL ACKNOWLEDGMENT

The State of Wyoming }
County of Campbell } ss.

On this 5th day of August, 1964, before me personally appeared Henry Lemasters to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, including

WITNESS my hand and seal the date first above written.

My commission expires: Jan 21, 1965

James Gamble
Notary Public

265167

Deed of Easement

Henry Lemaster

TO

McCulloch Gas Transmission Co.

STATE OF WYOMING }ss.
CAMPBELL COUNTY. }

Filed for record this 5th day of October A. D. 19 64 at 9:24 o'clock A.M., and recorded in book 102 of Photos on page 547.

Edna Lee Fuller
County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy

Fee $ 1.65

Recorded
Abstracted
Indexed
Platted

1687

WARRANTY DEED
FORM R/W-49
(7-1-66) 369822

Book 263 of PHotos, Page 251.

Henry Lemaster, a single person, grantor

for and in consideration of Ten dollars ($10.00) and other valuable considerations Dollars in hand paid, convey s and warrant s to THE STATE HIGHWAY COMMISSION OF WYOMING, grantee, the following described real estate, situated in the County of Campbell, State of Wyoming, to-wit:

All that portion of Lot 3 of Section 19, T. 50 N., R. 71 W. of the 6th P.M., Wyoming, lying between the south boundary of said Lot 3 and a parallel right of way line 200 feet to the left or northerly side when measured at right angles or radially to the following described survey line of highway, said parallel right of way line beginning on the west boundary and ending on the east boundary of said Lot 3:

Beginning at a point on the west boundary of said Lot 3 from which the northwest corner thereof bears N. 0° 56.5' W. a distance of 1,151.0 feet;
thence S. 87° 08.5' E. a distance of 1,005.1 feet to the point of beginning of a 0° 20' circular curve to the left, the radius of which is 17,188.7 feet;
thence along said curve through a central angle of 1° 00.1' a distance of 300.7 feet, more or less, to a point on the east boundary of said Lot 3 from which the northeast corner thereof bears N. 0° 53.5' W. a distance of 1,210.2 feet.

The above described parcel of land contains 10.3 acres, more or less.

As an essential part of this transaction, we, the undersigned, do for ourselves, our heirs, executors, successors and assigns, sell, transfer, convey and relinquish to the said grantee, its successors and assigns, all easement of access and all rights of ingress, egress and regress to, from and between the remaining portions of said grantors' lands and those portions hereby conveyed.

Excepting and reserving from the above described lands and unto the grantors herein all oil, gas, minerals and mineral estate of every kind and nature that can be removed from the ground without jeopardy to the maintenance or safety of public use or travel upon the surface estate hereby granted and without using the surface of the lands hereby granted.

And said grantor hereby covenant s with the State Highway Commission of Wyoming, that he is lawfully seized of said premises; that said premises are free from encumbrances, and said grantor hereby warrant s the title thereto against the lawful claims of all persons whomsoever.

Hereby releasing and waiving any and all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this, the 10th day of November, A. D., 1971

Henry Lemaster

GRANTORS

ACKNOWLEDGEMENT

THE STATE OF Wyoming } ss.
COUNTY OF Campbell }

The foregoing instrument was acknowledged before me this 10th day of November 1971

Witness my hand and official seal.

My commission expires July 13, 1974

E. W. Yonich
NOTARY PUBLIC

STATE OF WYOMING } ss.
Campbell County }

369822

Filed for record this 27th day of February A. D., 19 73 at 1:02 o'clock P M. and recorded in Book 263 of Photos on page 251 Fees $ 2.00

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy

County Clerk and Ex-Officio Register of Deeds

Mountain Bell Form 7321-W

392589

R/W 14198

# RIGHT-OF-WAY EASEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Ten and No/100---------- Dollars ($ 10.00--------) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest in County of Campbell, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State: 1

For a strip of land ten feet in width being five feet on each side of a centerline as more particularly described on the accompanying Exhibit for Right of Way No. 14198 annexed herewith, across a portion of the W½ NW¼, Section 19, Township 50 North, Range 71 West of the 6th P.M.

Now therefore it is understood between parties that any damage to property or appurtenances thereon caused by activities of Grantee as aforesaid, to be solely at the expense of said Grantee and repaired to the satisfaction of both parties; Said repairs, if not mutually agreed upon, are to be ascertained and appraised by three (3) disinterested persons, one of whom shall be appointed by the Grantor, one by the Grantee and the third by the two so appointed as aforesaid, and the award of such three persons to be final and conclusive.

Henry Lamaster

TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above described property, the right to clear and keep cleared all trees and other obstructions as may be necessary.

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

Signed and delivered this 3 day of April 19 75

Henry Lamaster

STATE OF Wyoming )
COUNTY OF Natrona ) SS:

The foregoing instrument was acknowledged before me this 3 day of April 19 75
By Henry La Master single person

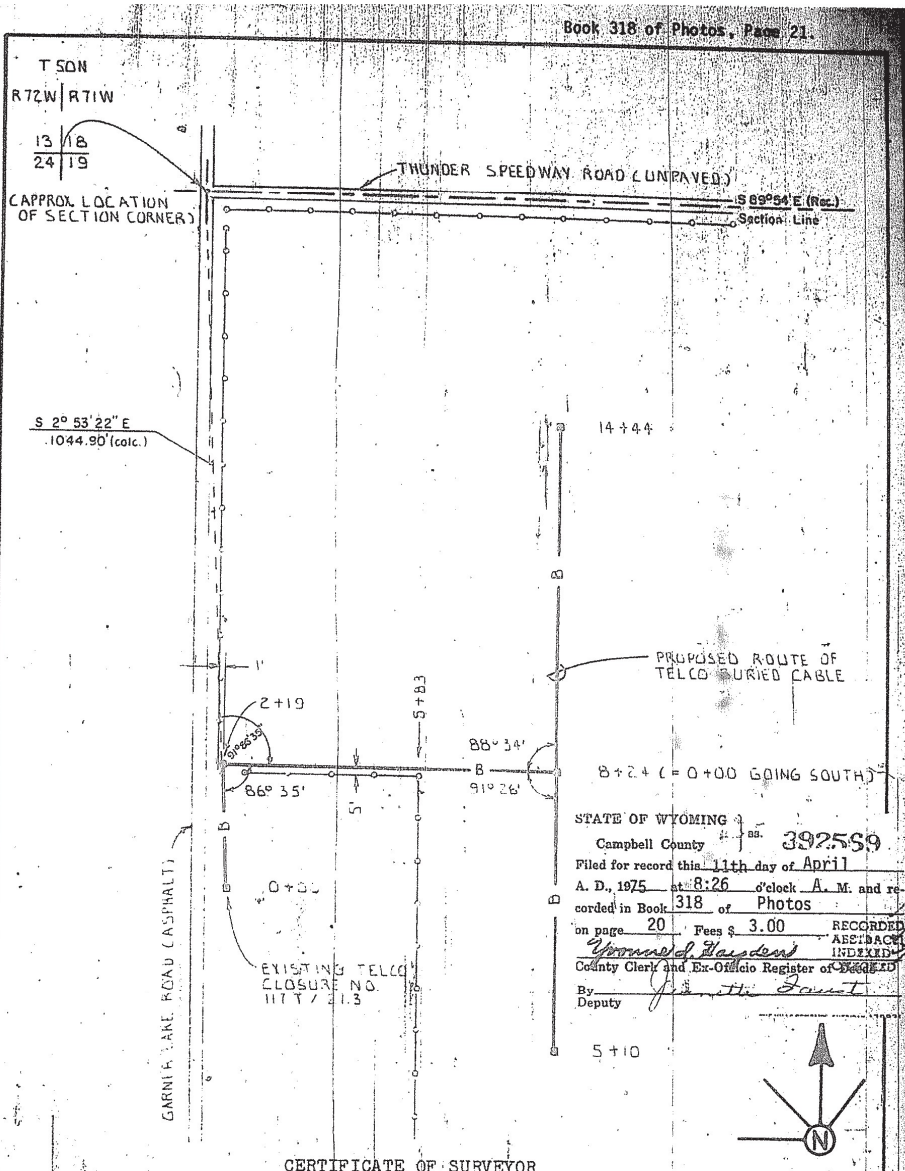
WITNESS my hand and official seal.

Patricia J. Henderson Notary Public
County of Natrona State of Wyoming
My Commission Expires Feb. 11, 1979

Patricia J. Henderson
Notary Public

My Commission Expires: Feb 11, 1979

Book 318 of Photos, Page 21.




STATE OF WYOMING } ss.
Campbell County }

392559

Filed for record this 11th day of April
A. D., 1975 at 8:26 o'clock A. M. and recorded in Book 318 of Photos
on page 20 Fees $ 3.00 RECORDED
ABSTRACT
INDEXED
County Clerk and Ex-Officio Register of Deeds
By Deputy

CERTIFICATE OF SURVEYOR

STATE OF WYOMING ) SS
COUNTY OF CAMPBELL )

I, Bryce E. Rumph, of Gillette, Wyoming hereby certify that this telephone line is located as shown on this plat.

Bryce E. Rumph
L.S. No. 538

APPROX. Scale 1" = 200'

JOB NO. W-5-5333
EXCHANGE - GILLETTE, WYOMING
CAMPBELL COUNTY
RURAL LINE NO. 117-T
LEAD CODE NO. 11773

The Mountain States Telephone & Telegraph Company
EXHIBIT FOR RIGHT OF WAY NO. 14198
GRANTOR HENRY LeMASTER

Drawn By T.C. SMITH

WARRANTY DEED
FORM R/W-49-B
(10-75)

Book 1016 of Photos, Page 81

615805

LEMASTER ENTERPRISES INC., A WYOMING CORPORATION, grantor

for and in consideration of Ten Dollars ($10.00) and other valuable considerations ~~xxxxxx~~ Dollars in hand paid, convey S and warrant S to THE STATE HIGHWAY COMMISSION OF WYOMING, grantee, the following described real estate, situated in the County of Campbell, State of Wyoming, to-wit:

A portion of Lot 3, Section 19, T. 50 N., R. 71 W. of the 6th P.M., Wyoming, being described as follows:

Beginning at the west quarter corner of said Section 19;
thence S.0°56'17"E. along the west boundary of said Section 19 a distance of 947.56 feet to a point on the north right-of-way boundary of Interstate Highway Number I-90;
thence S.87°08'30"E. along said north right-of-way boundary a distance of 1,019.72 feet to the point of beginning of a circular curve concave to the north, the radius of which is 16,988.74 feet;
thence along said curve through a central angle of 0°33'09.24" a distance of 163.84 feet;
thence N.63°30'30.2"W. a distance of 871.11 feet;
thence N.87°08'30"W. a distance of 328.56 feet;
thence N.0°56'17"W. a distance of 491.10 feet;
thence N.89°03'43"E. a distance of 40 feet;
thence N.0°56'17"W. a distance of 200 feet;
thence S.89°03'43"W. a distance of 40 feet;
thence N.0°56'17"W. a distance of 280 feet;
thence S.89°03'43"W. a distance of 25 feet;
thence N.0°56'17"W. a distance of 520 feet;
thence S.89°03'43"W. a distance of 55 feet to a point on the west boundary of said Section 19;
thence S.0°56'17"E. along the west boundary of said Section 19 a distance of 889.0 feet, more or less, to the point of beginning.

The above described parcel of land contains 9.1 acres, more or less.

As an essential part of this transaction, the undersigned, does for itself, its successors and assigns, sell, transfer, convey and relinquish to the said grantee its successors and assigns, all easement of access and all rights of ingress, egress and regress to, from and between the remaining portions of said grantors' lands and those portions hereby conveyed.

Excepting and reserving from the above described lands and unto the grantors herein all oil, gas, minerals and mineral estate of every kind and nature that can be removed from the ground without jeopardy to the maintenance or safety of public use or travel upon the surface estate hereby granted and without using the surface of the lands hereby granted.

Page 47 of 69

STATE OF WYOMING } ss.
Campbell County }

Filed for record this 6th day of July A.D. 19 88 at 12:34 o'clock P M. and recorded in Book 1016
of Photos on page 81 Fees $ 6.00 615805

Vivian E. Addison
County Clerk and Ex-Officio Register of Deeds

RECORDED ✓
ABSTRACTED
INDEXED
CHECKED

By Deputy Margaret Luedekum

And said grantor..... hereby covenant...S.. with the State Highway Commission of Wyoming, that it is lawfully seized of said premises; that said premises are free from encumbrances, and said grantor..... hereby warrant...S.... the title thereto against the lawful claims of all persons whomsoever.

Hereby releasing and waiving any and all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this, the 19th day of May 88

LEMASTER ENTERPRISES, INC.

IOLA M. SPRIGLER

ATTESTLEO F. SPRIGLER SEC.

Grantors

ACKNOWLEDGEMENT

THE STATE OF Wyoming }
COUNTY OF Campbell } ss.

The foregoing instrument was acknowledged before me this 19th day of May, 19 88, by Iola M. Sprigler for Lemaster Enterprises, Inc.

Witness my hand and official seal.

Donna M. Wendelboe - Notary Public
County of Campbell State of Wyoming
My Commission Expires Sept. 19, 1988

My commission expires

Donna M. Wendelboe
NOTARY PUBLIC

ACKNOWLEDGEMENT

THE STATE OF Wyoming }
COUNTY OF Campbell } ss.

The foregoing instrument was acknowledged before me this 19th day of May, 19 88, by Leo L. Sprigler for Lemaster Enterprises, Inc.

Witness my hand and official seal.

Donna M. Wendelboe - Notary Public
County of Campbell State of Wyoming
My Commission Expires Sept. 19, 1988

My commission expires

Donna M. Wendelboe
NOTARY PUBLIC

No.....

WARRANTY DEED

— TO —

State of ..... } ss.
County of .....

This instrument was filed for record at ..... o'clock ..... M., on the ..... day of ..... A. D. 19..... and duly recorded in Book ..... on Page .....

COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS

By ..... DEPUTY

Fees, $.....

M B Form No 7321 W (7-75)

Book 1031 of Photos, Page 454

R/W 30667

619918

## RIGHT-OF-WAY EASEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Ten and no/100 ********** Dollars ($ 10.00 ) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest in County of Campbell State of Wyoming hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State:

A strip of land sixteen (16) feet wide being eight (8) feet on each side of a centerline across a portion of the SW¼ NW¼, NW¼ SW¼ Section 19 T.50N., R.71W. of the 6th P.M., being more particularly shown on the attached exhibit for right-of-way number 30667 and hereby made a part hereof.

STATE OF WYOMING )
Campbell County ) ss.
Filed for record this 24th day of October A.D., 1988 at 4:02 o'clock p M. and recorded in Book 1031 of Photos on page 454 Fees $ 6.00

619918

RECORDED ✓
ABSTRACTED ✓
INDEXED —
CHECKED ✓

Erwin E. Addison
County Clerk and Ex-Officio Register of Deeds

By Deputy Joan Talkington

TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above described property, the right to clear and keep cleared all trees and other obstructions as may be necessary.

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

Signed and delivered this 27th day of July 19 88

LeMaster Enterprises, Inc.

LEMASTER ENTERPRISES INC. CORP. SEAL WYO.

by: M. Sprigler
title: President

by: Leo F Sprigler
title: Secretary

STATE OF Wyoming )
COUNTY OF Campbell ) SS:

The foregoing instrument was acknowledged before me this 27th day of July A.D., 19 88

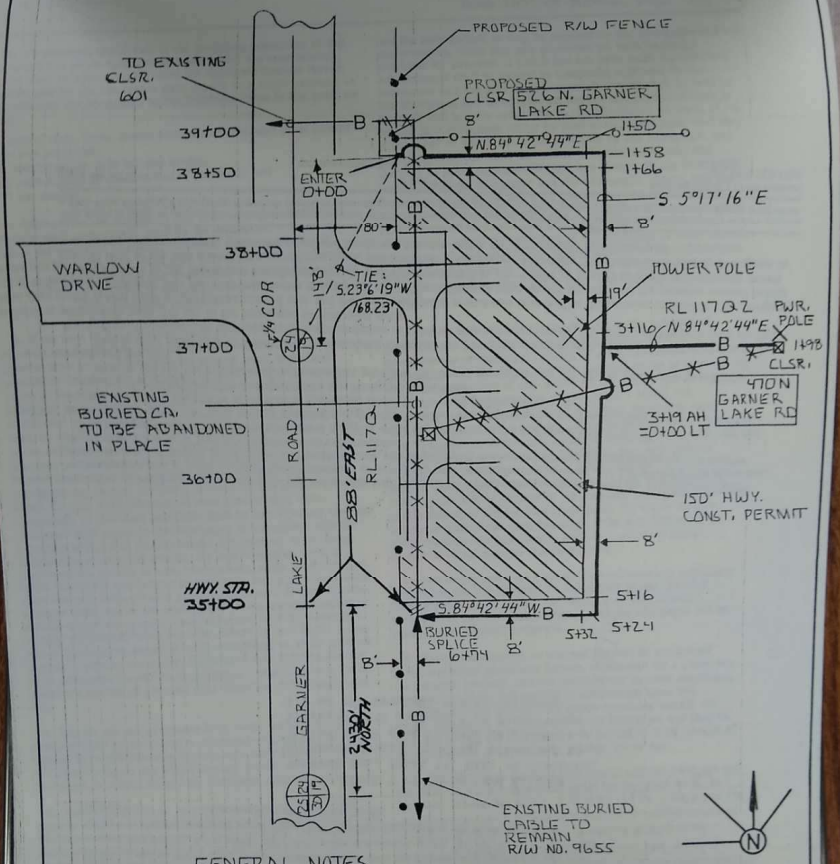
By Iola Sprigler and Leo F. Sprigler

Witness my hand and official seal.

Notary Public State of

Penny E Schield
Notary Public

My Commission Expires: December 2, 1988




GENERAL NOTES

1. PROPOSED CABLE IS NEEDED TO ELIMINATE CONFLICTS WITH HIGHWAY DEPT. GARNER LAKE ROAD REROUTE
2. CABLE TO BE 24" DEEP
3. TELCO TO RESTORE TERRAIN

EXHIBIT BASED ON STATE OF WYOMING HWY. PROJ. NO. 90-3 (55) 129 SHT. #9

619918

Sec. 19
T- 50 -N
R- 71 -W
Scale 1"= NONE

The Mountain States Telephone & Telegraph Company
EXHIBIT FOR RIGHT OF WAY NO. 30667
GRANTOR LEMASTER ENTERPRISES, INC.

THIS R/W EXHIBIT DATED 07-13-88 SUPERSEDES R/W EXHIBIT DATED 06-14-88

JOB NO. W8 3105 07-13-88
602-8558 Drawn By TONY FRENCH

726664

# WATERLINE AND POWERLINE EASEMENT

LEMASTER ENTERPRISES, INC., A Wyoming corporation, whose address is P. O. Box 664, Gillette, Wyoming, 82717, hereinafter GRANTOR, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby Grant and Convey to the CITY OF GILLETTE, Wyoming, a municipal corporation and city of the first class, of 201 East Fifth Street, P.O. Box 3003, Gillette, Wyoming, 82717, hereinafter GRANTEE, a permanent waterline and powerline easement in and to the following described land:

A strip of land lying in the SW1/4NW1/4 of Section 19, T50N, R71W, 6th P.M., Campbell County, Wyoming, more particularly described as follows:.

A parcel of land 20 feet in width, lying 10 feet both sides of the following described centerline:
Beginning at a point on the East ROW line Garner Lake Road, which point is 80.0 feet from the West line of said Section 19, and which point bears S02°51'48"E, 2314.31 feet from the NorthWest Corner of said Section 19;
Thence N90°00'00"E a distance of 1219.30 feet to a point on the East boundary of said SW1/4 NW1/4, which point bears S29°20'35"W, 2643.35 feet from the North 1/4 Corner of Section19;

And this easement being 1219 feet in length and containing 0.56 Acres, more or less. The basis of these bearings is the Wyoming State Plane Coordinate System Grid, NAD 1983; Distances are true.

The temporary construction easement allows up to 40 additional feet on both sides of the above-described easement, allowing a total construction width of 100 feet.

GRANTEE, it successors, licensees, and assigns to have and to hold forever the lands described above for permanent waterline and powerline easement over, under, upon and within which to construct, maintain, service, reconstruct, operate and locate at any time, and from time to time, waterlines and electrical lines.

At the conclusion of initial construction and any reconstruction or repair activities within the easement, GRANTEE shall restore the surface and any improvements damaged and any adjacent areas disturbed during the construction or repair activities, to a condition comparable to the condition of the disturbed or damaged areas before construction within the easement.

LeMaster Enterprises, a Wyoming Corporation,

Iola Sprigler, President

Leo Sprigler, Secretary

STATE OF WYOMING )
) ss.
County of Campbell )

The above and foregoing instrument was acknowledged before me by Iola Sprigler, president and Leo Sprigler secretary on behalf of LeMaster Enterprises, Inc. this 25 day of September 1997.

Witness my hand and official seal.

My Commission Expires: Notary Public

STANLEY S. SHEEHAN - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires 11-15-97

STATE OF WYOMING }
Campbell County } ss.

Filed for record this 5th day of December A.D., 19 97 at 3:36 o'clock p M. and recorded in Book 1457 of Photos on page 481-482 Fees $ 8.00 726661

RECORDED ✓
ABSTRACTED
INDEXED ✓
CHECKED ✓

By Deputy Cynthia M. Snider

County Clerk and Ex-Officio Register of Deeds

**265166**

# DEED OF EASEMENT

FOR AND IN CONSIDERATION of the sum of $ 10.00, the receipt of which is hereby acknowledged, **CLYDE POTTER and JUANITA POTTER** hereinafter called the grantor, hereby grants, bargains, and sells and by these presents, does bargain, sell, convey, transfer, and deliver unto McCulloch Gas Transmission Company, a corporation, hereinafter called the grantee, the perpetual right and easement to lay, maintain, inspect, operate or remove a pipe line for the transportation of gas, oil or products thereof, over and through the following described land, of which grantor warrants it is the owner, situate in Campbell County, State of Wyoming, to-wit:

Commencing at Station 1207+87 on the Gillette Gas Line, which point is on the west line of the $SE\frac{1}{4}NW\frac{1}{4}$ of Section 20, T50N, R 71W, Campbell County, Wyoming and is 1780 feet from the north line and 1330 feet from the west line of said Section 20; thence on bearing S72°25'W through the $SW\frac{1}{4}NW\frac{1}{4}$ of said Section 20 a distance of 1374 feet to Station 1221+61, which point is on the west line of said Section 20 and is 2190 feet from the north line of said Section 20; thence on bearing S72°25'W through the $SE\frac{1}{4}NE\frac{1}{4}$ of Section 19, a distance of 1453 feet to Station 1236+14, which point is on the west line of the $SE\frac{1}{4}NE\frac{1}{4}$ of said Section 19 and is 2630 feet from the north line and 1370 feet from the east line of said Section 19.

Commencing at Station 1243+29 on the Gillette Gas Line, which point is on the south line of the $SW\frac{1}{4}NE\frac{1}{4}$ of Section 19, T50N, R71W, and is 2610 feet from the south line and 2110 feet from the east line of said Section 19; thence on bearing S83°08'W through a portion of the $NW\frac{1}{4}SE\frac{1}{4}$ of said Section 19 a distance of 590 feet to Station 1249+19, which point is on the west line of the $NW\frac{1}{4}SE\frac{1}{4}$ of said Section 19 and is 2520 feet from the south line and 2675 feet from the east line of said Section 19.

Commencing at Station 1275+80 on the Gillette Gas Line, which point is on the east line of Section 24, T50N, R72W, Campbell County, Wyoming, and is 2200 feet from the south line of said Section 24; thence on bearing S83°08'W through the $N\frac{1}{2}SE\frac{1}{4}$ of Section 24 a distance of 2488 feet to Station 1300+68, which point is on the west line of the $NW\frac{1}{4}SE\frac{1}{4}$ of said Section 24 and is 1885 feet from the south line and 2460 feet from the east line of said Section 24.

Containing a total of 357.88 rods.

and being a right of way fifty (50 feet in width and being twenty-five (25) feet on each side of a centerline specifically described as herein set forth.

together with right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said grantee of the easement granted by this deed, hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Grantor reserves the right to use said land for any and all purposes except the purposes hereby granted to said grantee, provided said use does not prevent the exercise of said grantee of the easement granted by this instrument.

Grantee agrees to pay any damages to growing crops, pasturage, fences and other improvements of grantor on said land caused by grantee's operation and construction hereunder. In the event the parties hereto cannot agree within sixty (60) days after written request for such determination shall have been made by one party upon the other, as to the amount of said damages, the determination thereof, at the written request of either party, shall be submitted to a board of three arbitrators, who, by majority decision, shall promptly decide and determine the amount of said damages, after having given to each party a reasonable opportunity to present evidence and arguments pertaining thereto. Within ten (10) days after written request hereinabove provided has been made, each party shall notify the other in writing of its selection of an arbitrator and the two arbitrators so selected shall select the third arbitrator, the three arbitrators thus selected constituting the board of arbitrators. If either party shall fail to name an arbitrator within the ten (10) days from such demand, then, upon written application by the other party, such arbitrator may be appointed by the District Court within and for the County wherein said lands are located. If the two arbitrators shall fail, within ten (10) days after their appointment, to agree upon and appoint the third arbitrator, then, upon written application by either party, such third arbitrator may be appointed by the District Court within and for the County wherein said lands are located. The fees and expenses of said board of arbitration shall be equally divided between grantor and grantee. Said arbitration procedure, set forth above, shall conform, as nearly as possible, to the "Uniform Arbitration Act."

Grantee agrees to lay and maintain said pipe line so it will not interfere with the use of any ditch or roadway, and if said land is being cultivated, to bury said line so it will not interefere with the cultivation of the surface of said premises.

This easement and right of way shall continue in force as long as said lands are used for maintenance and operation of a pipe line for transportation of gas, oil or products thereof, but should such use terminate and grantee, its successors as assigns, fail to use such line for a period of twenty-four (24) consecutive calendar months, this easement and right of way shall terminate, cease and be nullified as fully and effectually as though this instrument had never been subscribed and delivered. In such event, grantee, its successors or assigns, may remove its pipe lines and all of its fixtures, appurtenances and other property within said right of way, and shall remove the same within six (6) months after grantor shall mail grantee, its successors or assigns, a written request therefor, in default of which said pipe line and all of the other property of grantee, its successors or assigns, within said right of way shall become and remain the property of grantor, and grantee, its successors or assigns, shall have no further rights thereto. Grantee, its successors or assigns, after any such removal, shall restore the ground surface to its present condition and pay all damages caused grantor thereby, subject to arbitration as provided above.

By accepting this easement, the grantee covenants and agrees to save the grantor harmless from any and all damages caused to the grantor or others resulting from, or occasioned by, operations of the grantee in the use of said easement.

For an additional consideration of One and No/100 ($1.00) Dollar, the receipt of which is hereby acknowledged, said grantor hereby grants unto said grantee, its successors and assigns, the right to lay, maintain, inspect, operate, or remove an additional pipe line or pipe lines, at any time, alongside of said first pipe line, for the transportation of gas, oil or products thereof, over and through said land. Grantee, its successors and assigns, agrees to pay grantor, for each additional pipe line placed on said land by grantee, the sum of Fifty Cents ( $ . 5 0 ) per lineal rod of pipe line, on or before the time grantee, its successors or assigns, commences to construct such pipe line over and through said land. The covenants and conditions herein contained, shall apply to the construction and maintenance of each and every pipeline.

It is agreed that any payment hereunder may be made direct to said grantor, or by depositing such payment to the credit of said grantor in the Stockmens Bank of Gillette, Wyoming, and payment so made shall be deemed and considered as payment to said grantor.

It is further agreed that whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, and that the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this easement deed has been executed the grantor this 5th day of August, 1964.

Clyde Potter
CLYDE POTTER

Juanita Potter
JUANITA POTTER

INDIVIDUAL ACKNOWLEDGMENT

The State of Wyoming }
County of Campbell } ss.

On this 5th day of August, 1964, before me personally appeared Clyde Potter and Juanita Potter to me known to be the person s described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed, including waiver of homestead.

JAMES GAMBLE NOTARY PUBLIC CAMPBELL COUNTY, WYOMING

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.

My commission expires: Jan 21, 1965

James Gamble
Notary Public

265166
Deed of Easement
Clyde Potter, et al
to
McCulloch Gas Transmission Co.

STATE OF WYOMING }ss.
CAMPBELL COUNTY. }

Filed for record this 5th day of October A. D. 19 64 at 9:22 o'clock A. M., and recorded in book 102 of Photos on page 545.

Eileen Guthrie
County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy

Fee $ 1.65

359254

Book 238 of Photos, Page 377.

Mountain Bell Form 7321-W

R/W 9655

## RIGHT-OF-WAY EASEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Ten and no/100- - - - - - - - - - - - - - Dollars ($10.00- - - - -) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest in County of Campbell, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State:

A twelve foot strip of land for an underground cable across a portion of the W½ W½ Section 19 Township 50 North, Range 71 West of the 6th P.M. The centerline of said strip of land being six feet east of and parallel to an easterly right of way construction area along the Garner Lake Road as more particularly described on the accompanying Exhibit for Right of Way No. 9655.

STATE OF WYOMING } ss. 359254
Campbell County }

Filed for record this 3rd day of March A. D. 1972 at 1:30 o'clock P M. and recorded in Book 238 of Photos on page 377. Fees $ 3.00

RECORDED √
ABSTRACTED
INDEXED X
CHECKED

Yvonne L. Zaydew
County Clerk and Ex-Officio Register of Deeds

By Dorothy Grant Deputy

TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above described property, the right to clear and keep cleared all trees and other obstructions as may be necessary and the right to permit other utility companies to use the right of way jointly with Grantee for their utility purposes.

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

Signed and delivered this 1st day of February, 19 72

Harry Lenaster

STATE OF Wyoming )
) SS:
COUNTY OF Natrona )

The foregoing instrument was acknowledged before me this 1st day of February, 1972.
By Harry Lenaster, a single man.

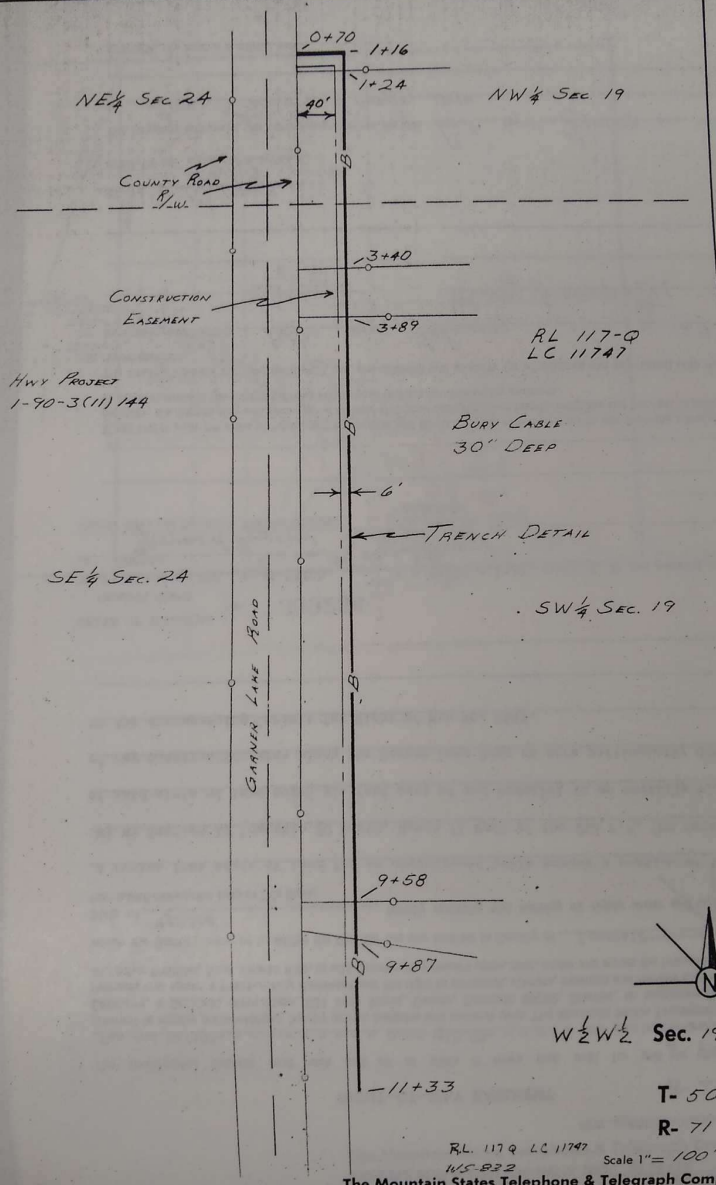
WITNESS my hand and official seal.

Gerald K. Briggs
Notary Public

My Commission Expires:

GERALD K. BRIGGS — Notary Public
County of Natrona — State of Wyoming
My Commission Expires Jan. 25, 1973

Book 238 of Photos, Page 378.




W½W½ Sec. 19

T- 50 -N

R- 71 -W

RL. 117 Q LC 11747

WS-832

Scale 1"= 100'

The Mountain States Telephone & Telegraph Company

EXHIBIT FOR RIGHT OF WAY NO. 9655

GRANTOR Howard [illegible]

Drawn By Nava

Page 16 of 69

388945

Book 306 of Photos, Page 50

Mountain Bell Form 7321-W

R/W 12303

## RIGHT–OF–WAY EASEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of One and NO/100---------- Dollars ($ 1.00 ) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest in County of Campbell, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State:

A strip of land 16 feet wide being 8 feet on each side of a centerline across the W½ NW¼ of Section 19, T.-50-N., R.-71-W., 6th P.M., being more particularly described on the attached Exhibit for Right-of-Way No. 12303 and hereby made a part hereof.

STATE OF WYOMING } ss. 388945
Campbell County }

Filed for record this 29th day of October
A. D., 19 74 at 9:28 o'clock A. M. and recorded in Book 306 of Photos
on page 50 Fees $ 3.00

Ground Hayden
County Clerk and Ex-Officio Register of Deeds

By Jeanelle Faust
Deputy

THE MILLS COMPANY, SHERIDAN 133991

TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above described property, the right to clear and keep cleared all trees and other obstructions as may be necessary.

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

Signed and delivered this 21 day of August, 19 74

Henry Lemaster

Henry Lemaster

STATE OF Wyoming )
) SS:
COUNTY OF Natrona )

The foregoing instrument was acknowledged before me this 21 day of August, 19 74
By Henry Lemaster a single person

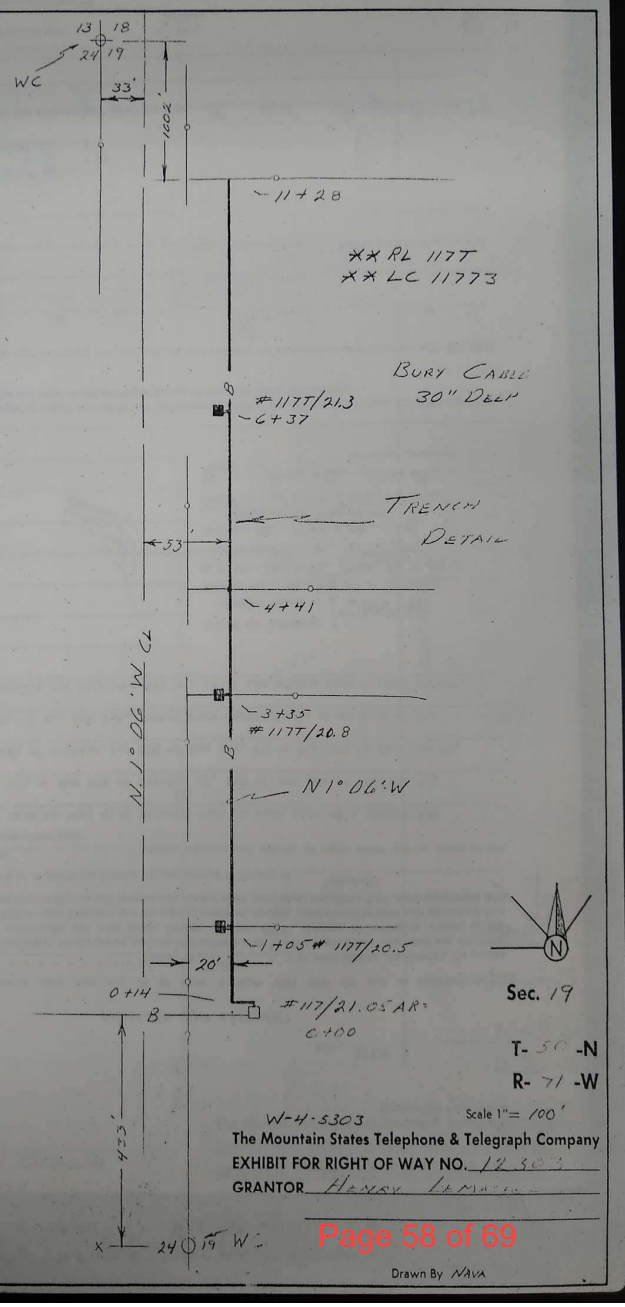
WITNESS my hand and official seal.

Dale L. Faulkner – Notary Public
County of Natrona, State of Wyoming
My Commission Expires May 25, 1978

Dale L. Faulkner
Notary Public

My Commission Expires 5-25-1978

Book 306 of Photos, Page 51.



Book 378 of Photos, Page 67.
Project I-90-3(27)
Road Gillette East
County Campbell

420328

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One thousand Five hundred and no/100 ---------- dollars, the receipt of which is hereby acknowledged and confessed, Henry Lemaster, a single man of the County of Campbell and State of Wyoming, hereinafter called the grantor, hereby grants to Arthur Badger and Neta M. Badger, husband and wife hereinafter called the grantee, their heirs, executors, successors and assigns the perpetual right to operate, maintain and use the following described property as an access road across grantors property:

All that portion of Lots 2 & 3 and E½SW¼ Section 19, T. 50 N., R. 71 W. of the 6th P.M., Wyoming, lying between parallel lines 30 feet apart, being 15 feet on each side when measured at right angles to the following described survey line:

Beginning at a point on the west boundary of said Section 19 from which the west quarter corner thereof bears N. 0° 56.5' W. a distance of 92.5 feet;
thence N. 86° 43.5' E. a distance of 441.4 feet;
thence S. 76° 32.5' E. a distance of 60.3 feet;
thence S. 50° 34.5' E. a distance of 246.5 feet;
thence S. 60° 17.5' E. a distance of 98.8 feet;
thence S. 86° 09.5' E. a distance of 114.4 feet;
thence N. 48° 37.5' E. a distance of 366.5 feet;
thence N. 69° 44.5' E. a distance of 165.0 feet;

STATE OF WYOMING } ss.
Campbell County }

420328

Filed for record this 26th day of May A. D., 19 77 at 9:16 o'clock A. M. and recorded in Book 378 of Photos on page 67 Fees $ 3.00

Elton R. Nelson
County Clerk and Ex-Officio Register of Deeds

RECORDED
ACKNOWLEDGED
INDEXED
CHECKED

By Jeanne L. Tabbutt
Deputy

IN WITNESS WHEREOF, the parties have hereunto set Their hand this 10th day of November, A.D., 1976.

Witnessed by _____

Henry Lemaster
Grantors

ACKNOWLEDGEMENT

STATE OF Wyoming ss.
COUNTY OF Campbell

This foregoing instrument was acknowledged before me this 10th day of _____, 1976.

Witness my hand and official seal.

S. W. Yonish
Notary Public

NOTARY PUBLIC CAMPBELL COUNTY, WYO.

Original

618214

Book 1024 of Photo, Page 371

RIGHT-OF-WAY EASEMENT

Lemaster Enterprises, Inc., a Wyoming corporation, whose post office is P. O. Box 664, Gillette, Wyoming 82716, grantor, in consideration of payment of ten dollars and other valuable considertion, hereby grants to BLACK HILLS POWER AND LIGHT COMPANY, having its principal place of business and post office address at 625 Ninth Street, P. O. Box 1400, Rapid City, South Dakota 57709, grantee, its successors and assigns, an easement for a right-of-way 80 feet in width for electric transmission lines, with poles, wires and all necessary attachments and appurtenances, over the following described real property located in Campbell County, State of Wyoming, to-wit:

Commencing at the W1/4 corner of Section 19, T50N, R71W, 6th P.M., said corner reestablished from a witness corner monumented by a No. 5 rebar with cap, thence S00°52'39"E a distance of 33.63 feet to a point on the section line, being the TRUE POINT OF BEGINNING; thence a strip of land 80 feet wide being 40 feet each side of centerline bearing S88°10'12"E a distance of 1303.20 feet to a point on the 1/16 line, the POINT OF ENDING, being S00°57'41"E a distance of 66.62 feet from the CW1/16 corner of Section 19, T50N, R71W, 6th P.M.

The centerline of the 80 foot easement granted herein is described on the sketch attached hereto as Exhibit A.

The electric facilities to be constructed by grantee upon the easement are described as a 69 KV transmission line and necessary props, guys and other supports.

The within grant shall include: The right to trim and remove any trees along said lines where necessary to secure a clearance of at least 40 feet on each side of the centerline of said right-of-way; the right to construct, reconstruct, operate and maintain, replace, repair and remove any of said facilities; the right to install and maintain anchors and guy wires outside the right-of-way; and the right of ingress and egress over other lands of grantor(s) for all said purposes.

Grantee shall pay to grantor(s) reasonable compensation for any damage caused by grantee to any structures, personal property or crops on the above described real property arising out of the use thereof by grantee.

At no time shall any building of any kind be placed or erected within the boundaries of said right-of-way, nor shall equipment or material of any kind that exceed 20 feet in height be placed or used thereon by grantor(s) or successor(s) in interest.

Subject to the foregoing limitations, said right of way may be used by grantor(s) for roads, pasture, agricultural crops and other purposes not inconsistent with said easement.

RECORDED
DEC 9 1983
CAMPBELL COUNTY CLERK

-1-

If after constructing the said transmission line, the grantee should at a later time abandon the line and easement, the grantee shall remove all of its property from the easement and all rights hereunder shall cease.

Dated this 25th day of August, 1988.

Iola Marie Sprigler - President

Leo F. Sprigler - Secretary

STATE OF WYOMING

COUNTY OF CAMPBELL

The foregoing instrument was acknowledged before me by Iola Marie Sprigler, the President, of Le master Enterprises, Inc., this 25th day of August, 1988, on behalf of said corporation.

Penny E. Schild
County of Campbell
My Commission Expires:
Notary Public
State of Wyoming
Dec. 1, 1988

Notary Public

My Commission expires 12-1-88

(SEAL)

STATE OF WYOMING }
Campbell County } ss.

Filed for record this 9th day of September A.D., 1988 at 9:18 o'clock a M. and recorded in Book 1024 of Photos on page 371 Fees $ 8.00 618214

Vivian E. Addison
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy Joan Talbington

Book 1024 of Photos, Page 373

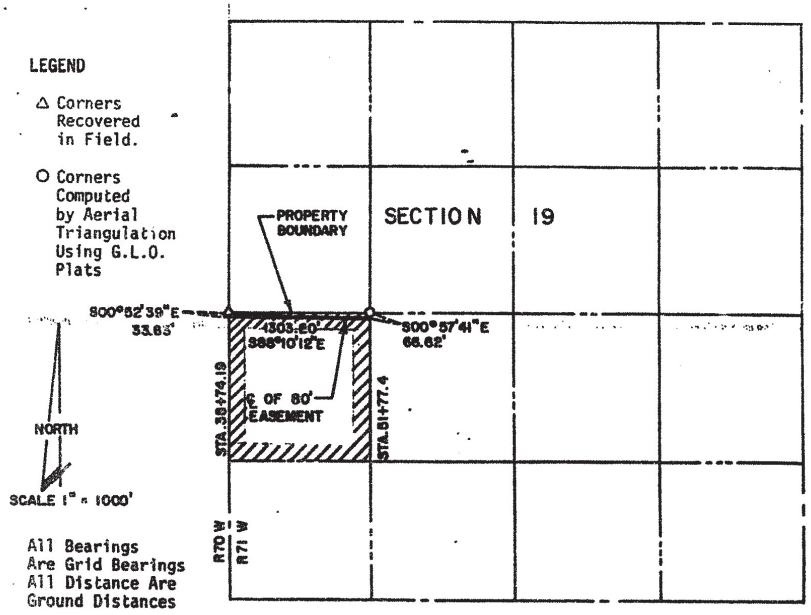
# RIGHT OF WAY EASEMENT

## BLACK HILLS POWER & LIGHT COMPANY

69 KV LINE GARNER LAKE INTERCHANGE GILLETTE

Section 19 Township 50N Range 71 W, 6 P.M. County CAMPBELL

Owner (s): Lemaster Enterprises, Inc.




NOTE: All distances shown were computed by aerial triangulation using found or computed corners. (See Legend)

I, E. Dallas Wasserburger, a registered Land Surveyor, do hereby certify that at the direction of Black Hills Power and Light Company, I hvae prepared from available records the above Right-of-Way Easement and to the best of my knowledge and belief, based upon these records, all dimensions are true and correct.

Exhibit A. Sheet ___ of ___

E. Dallas Wasserburger LS 2247
Registered Land Surveyor

518214

726659

# ACCESS EASEMENT

LEMASTER ENTERPRISES, INC., A Wyoming corporation, whose address is P. O. Box 664, Gillette, Wyoming, 82717, hereinafter GRANTOR, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby Grant and Convey to the CITY OF GILLETTE, Wyoming, a municipal corporation and city of the first class, of 201 East Fifth Street, P.O. Box 3003, Gillette, Wyoming, 82717, hereinafter GRANTEE, an access easement and right of way in and to the following described land:

A strip of land lying in the NW1/4SW1/4 of Section 19, T50N, R71W, 6th P.M., Campbell County, Wyoming, more particularly described as follows:.

A parcel of land 20 feet in width, lying 10 feet both sides of the following described centerline:

Beginning at a point on the East ROW line of Garner Lake Road, which point is 80.00 feet from the West line of said Section 19, and which point bears N 00°56'22"E, 2524.51 feet from the Southwest Corner of said Section 19;
Thence along said ROW, N 89°07'25"E a distance of 40.00 feet to a point;
Thence S 82°42'12"E a distance of 114.25 feet to a point;
Thence N 89°58'44"E a distance of 146.39 feet to a point;
Thence N 82°10'26"E a distance of 109.65 feet to a point;
Thence a distance of 60.16 feet along a curve to the right having a radius of 75.00 feet, a central angle of 45°57'22", and a chord which bears S 74°50'53"E, 58.56 feet, to a point;
Thence S 51°52'12"E a distance of 238.82 feet to a point;
Thence a distance of 209.17 feet along a curve to the left having a a radius of 150.00 feet, a central angle of 79°53'54", and a chord which bears N 88°10'51"E, 192.63 feet to a point;
Thence N 48°13'53"E a distance of 284.16 feet to a point;

Thence a distance of 145.28 feet along a curve to the right having a radius of 200.00 feet, a central angle of 41°37'10", and a chord which bears N 69°02'29"E, 142.11 feet; to a point;
Thence N 89°51'03"E a distance of 28.83 feet to a point on the East boundary of said NW1/4SW1/4, which point bears S26°45'56"E, 2977.59 feet from the Northwest Corner of Section 19;

And this easement being 1377 feet in length and containing 0.63 Acres, more or less. The basis of these bearings is the Wyoming State Plane Coordinate System Grid, NAD 1983; Distances are true.

GRANTEE, it successors, licensees, and assigns, to have and to hold forever the lands described above for a PERMANENT ACCESS EASEMENT and RIGHT OF WAY over, under, upon and within which to construct, maintain, service, reconstruct, operate and locate at any time, and from time to time, an access road and right of way.

At the conclusion of initial construction and any reconstruction or repair activities within the easement, GRANTEE shall restore the surface and any improvements damaged and any adjacent areas disturbed during the construction or repair activities to a condition comparable to the condition of the disturbed or damaged areas before construction within the easement.

LeMaster Enterprises, a Wyoming Corporation,

Iola Sprigler, President

Leo Sprigler, Secretary

STATE OF WYOMING )
) ss.
County of Campbell )

The above and foregoing instrument was acknowledged before me by Iola Sprigler, president and Leo Sprigler secretary on behalf of LeMaster Enterprises, Inc. this 25 day of September 1997.

Witness my hand and official seal. Stanley S. Sheehan

My Commission Expires: Notary Public

STANLEY S. SHEEHAN - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires 11-15-97

STATE OF WYOMING } ss.
Campbell County

Filed for record this 5th day of December A.D., 19 97 at 3:32 o'clock p M. and recorded in Book 1457 of Photos on page 475-477 Fees $ 10.00 726659

Susan Saunders
County Clerk and Ex-Officio Register of Deeds

RECORDED ✓
ABSTRACTED
INDEXED ✓
CHECKED ✓

By Deputy Ameilia M. Snider

RECORDED
DEC 05 1997
CAMPBELL COUNTY CLERK

1021694



# PERMANENT WATER LINE AND GENERAL UTILITY EASEMENT
# 5071-1, 5071-2

Linda R. Capps, Trustee of the Linda R. Capps Revocable Trust dated the 31st day of July, 2013, c/o Stevens, Edwards, and Hallock, P.O. Box 1148, Gillette, WY 82717 hereinafter GRANTOR(S), for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged does Grant, Convey, and Warrant to the City of Gillette, Wyoming, a municipal corporation and city of the first class, hereinafter GRANTEE, a Permanent Water Line and General Utility Easement in and to the following described tract of land:

## LEGAL DESCRIPTION
## (Parcel 1)

A permanent Waterline and General Utility Easement 40 foot wide, 20 feet each side of the described centerline located in the NW¼ and SW¼ of Section 19, T.50N., R.71W. of the 6th Principal Meridian, Campbell County, Wyoming, where said easement runs across, adjoins, or touches the aforementioned tract, being more particularly described as follows:

Commencing at the Section Corner common to Sections 18 and 19, T.50N., R.71W. and Sections 13 and 24, T.50N., R.72W., being monumented by a P-K nail and reference monuments each side of Garner Lake Road; thence S03°24'45"E, a distance of 2652.77 feet to the Point of Beginning on the Easterly Right-of-Way of Garner Lake Road, thence along the following (4) courses of the centerline of said easement; S88°31'28"E, a distance of 456.52 feet; thence S87°49'40"E, a distance of 750.54 feet; thence S88°12'41"E, a distance of 932.34 feet; thence S00°20'07"E, a distance of 930.45 feet; to the point of termination on the Northerly Right-of-Way line of Interstate 90 (Proj. #90-3(55)129; said point being S20°28'26"W, a distance of 1069.54 feet from the Center ¼ Corner of said section 19, being monumented by a 1¼" Yellow Plastic Cap, containing 122,827.1 square feet more or less, subject to easements either of record or apparent on the ground, and all according to Exhibit A (Figure 5071-1) attached hereto.

The easement is further shown and described by the drawing attached as Exhibit "A".

## (Parcel 2)

A permanent Waterline and General Utility Easement 40 foot wide located in the SW¼ of Section 19, T.50N., R.71W., 6th Principal Meridian, Campbell County, Wyoming, being 20 feet on each side of the following described centerline where said easement runs across, adjoins, or touches the aforementioned tract, being more particularly described as follows:

Commencing at the Center ¼ corner of said Section 19 monumented by a rebar and 1¼" yellow plastic cap, thence S14°51'08"W, a distance of 1450.36 feet to a point on the Southerly right-of-way line of Interstate 90, also being the Point of Beginning, thence S00°20'07"E, a distance of 136.92 feet, thence S75°06'10"E, a distance of 410.15 feet to the Point of Termination on the Westerly right-of-way of Badger Avenue, from which the

¼ cor. for Sections 19 and 30 monumented by a 3¼" aluminum cap bears S00°54'47'E, a distance of 999.59 feet; containing 21,889.1 square feet more or less, subject to easements either of record or apparent on the ground, and all according to Exhibit B (Figure 5071-2) attached hereto.

Said easement is subject to any right-of-way and or easements, reservations and encumbrances of record or implied.

Said easement unto GRANTEE, its successors, licensees and assigns to have and to hold forever in the lands described above for a waterline and general utility easement over, under, upon and within which to construct, maintain, service, reconstruct, operate, and locate at any time and from time to time any public utilities, such as, for purpose of illustration but not limitation, water pipelines and sanitary sewer lines, storm water drains and sewers, electrical lines, natural gas lines, telephone lines, cable television and other communication lines and other utilities to be determined in the sole discretion of the GRANTEE.

At the conclusion of initial construction and any reconstruction or repair activities within the easement, GRANTEE shall restore the surface and any improvements damaged and any adjacent areas disturbed during the construction or repair activities to a condition substantially equal to the condition of the disturbed or damaged area before construction within the easement.

GRANTOR(S):

Linda R Capps, Trustee

Linda R. Capps, Trustee of the Linda R. Capps Revocable Trust dated the 31st day of July, 2013

STATE OF Wyoming )
) ss.
County of Campbell )

The above and foregoing instrument was acknowledged before me by Linda R. Capps, Trustee of the Linda R. Capps Revocable Trust dated the 31st day of July, 2013, this 25th day of March, 2016, who states that their signature hereto is the free and voluntary act of Linda R. Capps, Trustee of the Linda R. Capps Revocable Trust dated the 31st day of July, 2013.

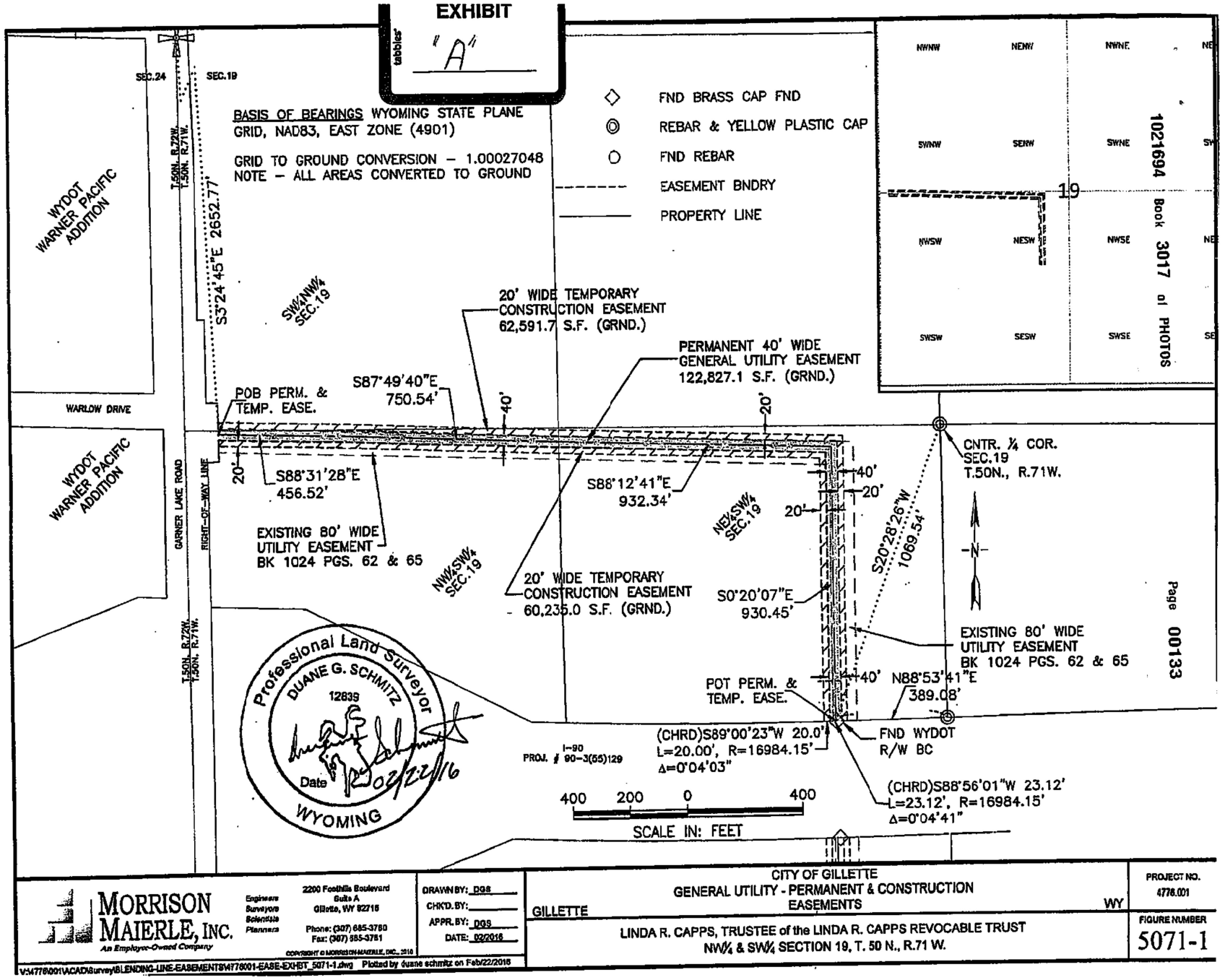
Annette Hauschild
Notary Public

My Commission Expires:
August 8, 2016

Annette Hauschild - Notary Public
County of Campbell
State of Wyoming
My Commission Expires 08/08/2016

Branch :TWN,User :KMAN Order: 7873TSG1 Title Officer: Comment: Station Id :N3ZE

CAMPBELL,WY
Document: EAS 3017.131



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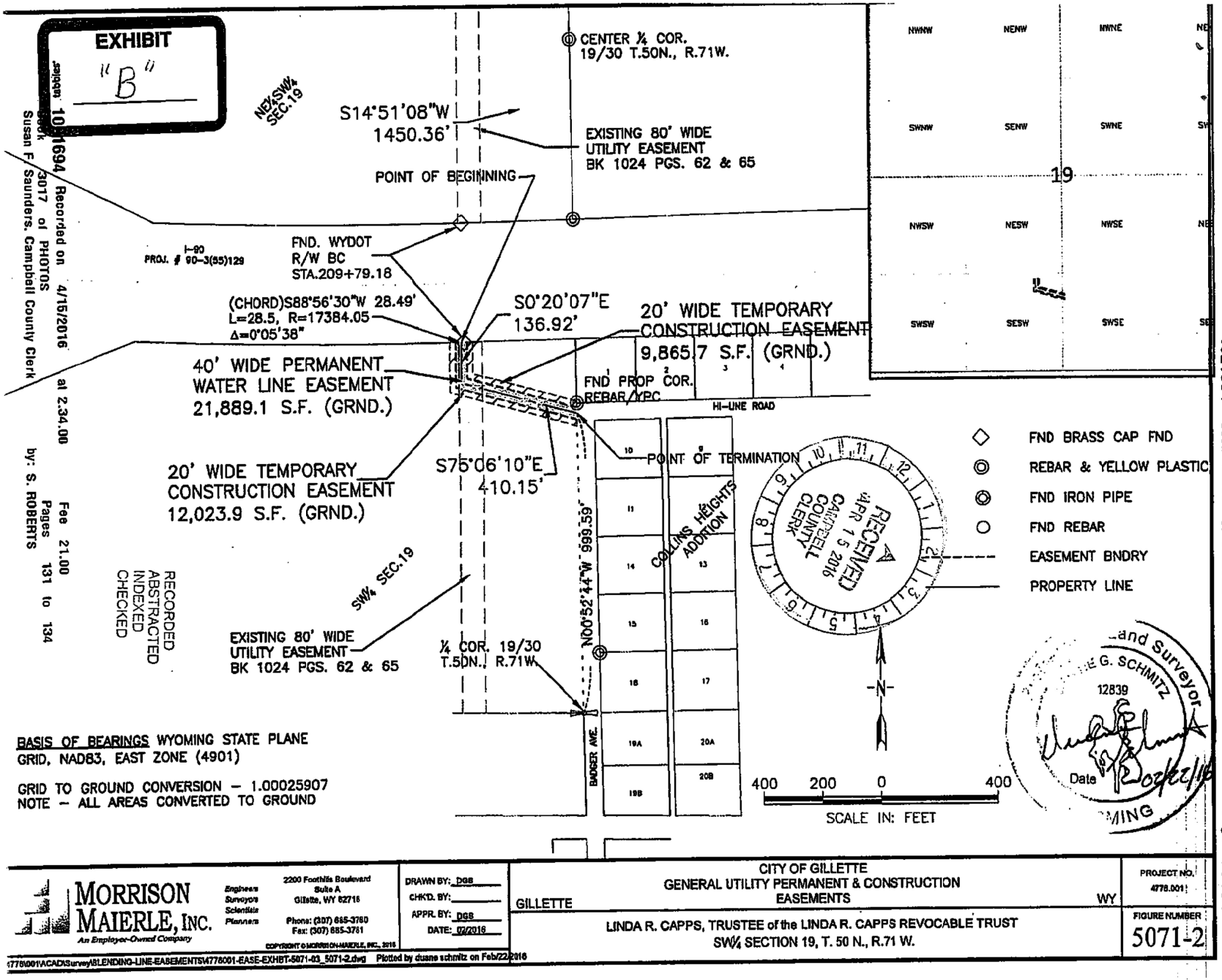
Branch :TWN,User :KMAN
Order: 7873TSG1 Title Officer: Comment:
Station Id :N3ZE
CAMPBELL,WY
Document: EAS 3017.131





Printed on 3/2/2023 12:30:24 PM

Exhibit 'BB'

Capps Zoning Case File
(16 pages)

# ENCLOSURE 2

# 23.05.COZ

# CAPPS-PETERSON ZONING REQUEST

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

Campbell County
wyoming

**Linda R. Capps Revocable Trust, Linda Capps Trustee**
**Capps-Peterson Simple Subdivision Zoning Request**

| **Planning Commission Meeting** | **Board of Commissioners Meeting** |
|---|---|
| October 19th, 2023 | TBD |

**Applicant:** Linda Capps **Case Number:** 23.05.COZ

**Agent:** Ms. Jaime Tarver, Tarver Consulting

**Summary:** The applicant proposes to subdivide a 54.2-acre tract of land into two parcels under Simple Subdivision Case number 23.04.CRSD: Parcel '1' to be 22.47 acres and Parcel '2' to be 31.73 acres. The parcel of land to be divided lies within the Campbell County / City of Gillette Joint Development Review Area (JDRA) and is currently zoned both 'M-H' Manufactured Home and 'A-L' Agricultural. The current zoning classifications meet the requirements of the JDRA and Simple Subdivision requirements, but the applicant requests to rezone the proposed subdivision to 'C-1' General Commercial District.

**Legal Description:** A portion of the SW1/4 NW1/4 and NW1/4 SW1/4 of Section 19, T50N, R71W, of the 6th P.M., Campbell County Wyoming

**Location:** Situs Address: 400 N. Garner Lake Boulevard, east side of the intersection of N. Garner Lake Boulevard and E. Warlow Drive.

**Current Zoning:** 'M-H' Manufactured Homes / 'A-L' Agricultural

**Proposed Zoning:** 'C-1' General Commercial District

**Existing Land Use:** Large Acreage Rural

**Adjacent Land Use:**
North: A-L/M-H Zoned / Mixed Ag, Mfg. Home Park, Residential
South: A-L Zoned / Mixed Use Ag, Industrial
East: A-L Zoned / Ag, Commercial Coal Mine
West: City of Gillette Zoned I-2, C-1, C-3 / Industrial

**Exhibits:**

- Exhibit 'A' Application (Pgs. 4-7)
- Exhibit 'B' Neighbor Letter and Mailing List (Pgs. 8-13)
- Exhibit 'C' County Future Land Use Map and City-County Joint Future Zoning Map (Pgs.14-15)
- Exhibit 'D' City of Gillette Zoning Map (Pg. 16)

**Findings of Fact:**

- The zoning request is in accordance with Campbell County Chapter 6 Subdivision Regulations Section 6.8(c)(ii)(A) requiring Simple Subdivisions located in the Joint Review Area to petition for a zoning classification before final approval of the subdivision.

- The zoning classification requested is in accordance with Chapter 7 Zoning Regulations Section 10.60 zoning approval requirements. It is compatible with the surrounding area and is not a detriment to the health, safety, and welfare of the County.

- The zoning request complies with both the County Future Land Use Map and the Comprehensive Plan's City-County Joint Future Land Use Plan map for mixed-use Industrial/Commercial development.

**Zoning Summary:**

The C-1 zoning classification complies with all County requirements for the proposed location.

If approved, the zoning classification will become effective upon final approval and recordation of the Capps-Peterson Simple Subdivision request, Case No. 23.04.CRSD.

**Staff Recommendation:**

Staff recommends approval of the zoning request as submitted by the applicant to become effective upon final approval and recordation of Simple Subdivision Case No. 23.04.CRSD.

Exhibit 'A'
Application Documents
(4 pages)



Campbell County
wyoming

# Application for **Zoning Amendment**

Permit Cost: **$200.00**

Primary Code Reference: **Chapter 7, Sections 10.60 and 10.5**

## Applicant Information

| | |
|---|---|
| Name of Applicant: Linda R. Capps, Trustee of the Linda R. Capps Revocable Trust | |
| Applicant Phone Number: (307) 689-0831 | Applicant Fax Number: |
| Applicant Mailing Address: PO Box 664, Gillette, WY 82717 | |
| Applicant Email Address: lindacapps88@msn.com | |
| Relationship of Applicant to Property: ■ Owner ☐ Tenant ☐ Lessee ☐ Other | |
| Name of Authorized Agent (if applicable): Jaime Tarver | |
| Agent Phone Number: (307) 680-9715 | Agent Fax Number: |
| Agent Mailing Address: PO Box 2080, Gillette, WY 82717 | |
| Agent Email: jaime.tarver1@gmail.com | |

## Property and Use Information

| | |
|---|---|
| Property Address (if different from applicant): 400 N Garner Lake Road | |
| Current Zoning: M-H & A-L | Current Use: Agriculture |
| Proposed Zoning: C-1 | Proposed Use: Future Commercial |
| Legal Description(s): see attached legal description | |

## Project Information

Description of Amendment: *Please describe your project/use in as much detail as you feel necessary. Use extra sheets if required.*

This zoning amendment is requested and required as part of the the simple subdivision of the subject property. The purpose of the subdivision is to create two lots for ownership purposes. Both lots are anticipated to be used for commercial purposes and therefore are being rezoned to C-1.

**FOR USE BY COUNTY STAFF – DO NOT WRITE HERE**

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

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

**Required Materials:**

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

**Acknowledgement of Right to Appeal**

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

Applicant Signature: Linda R Capps, Trustee Authorized Agent: Jamie L. Lanier

**Agent Authorization and Request for Notification of Changes**

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

Applicant Signature: Linda R Capps, Trustee Date: Sept 11, 2023

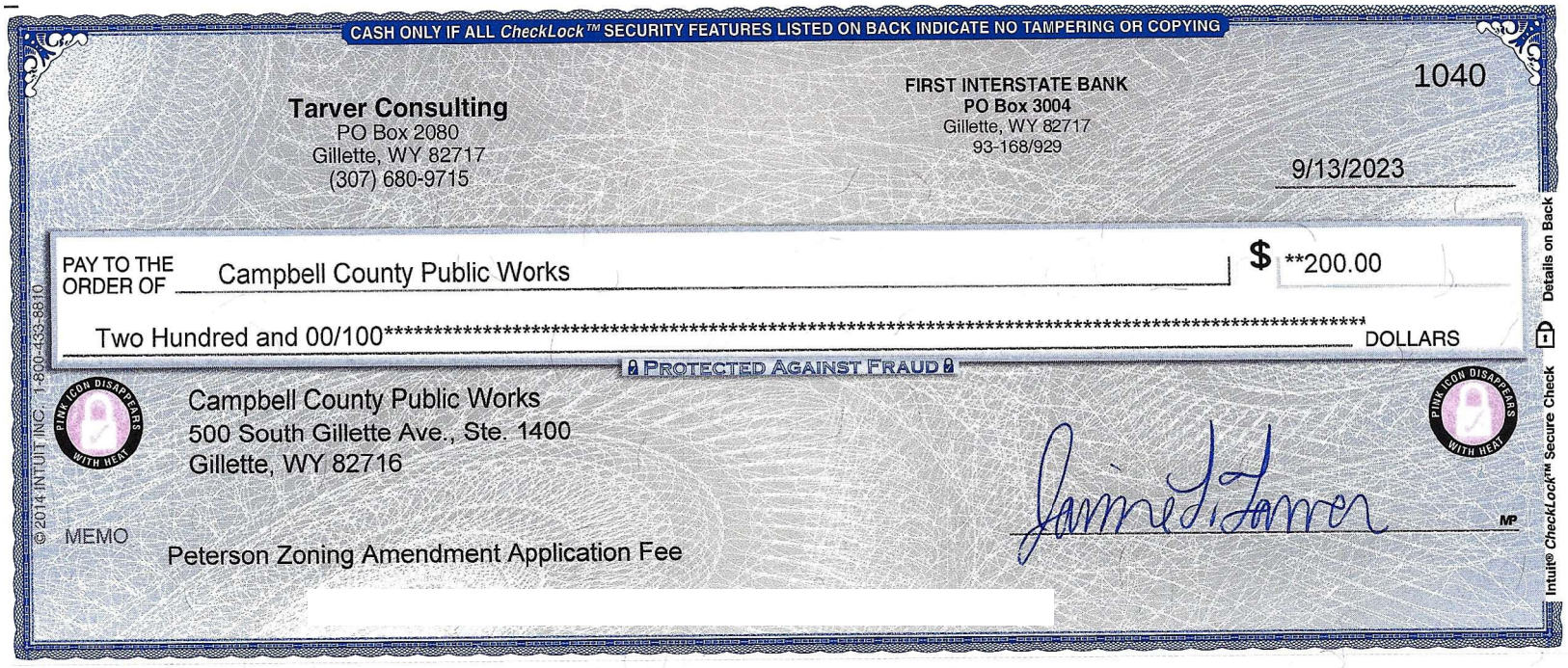
☐ Yes, I request to receive notification of submittal changes made during the application review process.

**TRACT A**

PORTION OF THE SW1/4NW1/4 AND NW1/4SW1/4 OF SECTION 19,T50N, R71W, OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 19, FROM WHICH THE WEST ONE-QUARTER OF SAID SECTION 19 BEARS S00°53'22"E, A DISTANCE OF 2634.65', BASIS OF BEARING FOR THIS DESCRIPTION;
THENCE S44°56'46"E, A DISTANCE OF 1870.23' TO THE NE CORNER OF TRACT B;
THENCE S0°59'16"E, A DISTANCE OF 1301.92' TO THE **TRUE POINT OF BEGINNING** AND THE NE CORNER OF SUBJECT TRACT;
THENCE S0°59'16"E, A DISTANCE OF 1019.83' TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 90;
THENCE ALONG SAID RIGHT-OF-WAY THROUGH A CURVE TO THE RIGHT HAVING A RADIUS OF 16986.25', A CENTRAL ANGLE OF 0°25'00", AN ARC LENGTH OF 123.51', A CHORD BEARING OF N 88°02'36" W, AND A CHORD LENGTH OF 123.51';
THENCE N63°25'45"W, A DISTANCE OF 871.36';
THENCE N87°06'06"W, A DISTANCE OF 328.34';
THENCE DEPARTING FROM SAID I-90 RIGHT-OF-WAY, ALONG THE EAST RIGHT-OF-WAY LINE OF NORTH GARNER LAKE ROAD, N0°46'56"W; 491.25';
THENCE N89°13'07"E, A DISTANCE OF 40.01';
THENCE N0°51'38"W, A DISTANCE OF 155.08';
THENCE DEPARTING FROM SAID RIGHT-OF-WAY AND CLOSING S88°10'21"E, A DISTANCE OF 1182.74'; TO THE POINT OF BEGINNING.
CONTAINING 22.47 ACRES, MORE OR LESS.

**TRACT B**

PORTION OF THE SW1/4NW1/4 AND NW1/4SW1/4 OF SECTION 19,T50N, R71W, OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 19, FROM WHICH THE WEST ONE-QUARTER OF SAID SECTION 19 BEARS S00°53'22"E, A DISTANCE OF 2634.65', BASIS OF BEARING FOR THIS DESCRIPTION;
THENCE S44°56'46"E, A DISTANCE OF 1870.23' TO THE NE CORNER OF SUBJECT TRACT AND **THE TRUE POINT OF BEGINNING**;
THENCE N89°42'20"W, A DISTANCE OF 1266.05', TO THE EAST RIGHT-OF-WAY LINE OF NORTH GARNER LAKE ROAD;
THENCE ALONG SAID RIGHT-OF-WAY S0°57'30"E, A DISTANCE OF 426.88';
THENCE N89°18'07"E, A DISTANCE OF 20.89';
THENCE S0°51'10"E, A DISTANCE OF 307.30';
THENCE DEPARTING FROM SAID RIGHT-OF-WAY, S88°40'24"E, A DISTANCE OF 455.03';
THENCE S0°56'17"E, A DISTANCE OF 495.27';
THENCE N88°34'24"W, A DISTANCE OF 390.00', TO THE EAST RIGHT-OF-WAY LINE OF NORTH GARNER LAKE ROAD;
THENCE ALONG SAID RIGHT-OF-WAY S0°51'38"E, A DISTANCE OF 40.67';
THENCE DEPARTING FROM SAID RIGHT-OF-WAYAND CLOSING, S88°10'21"E, A DISTANCE OF 1182.74 TO THE POINT OF BEGINNING.
CONTAINING 31.73 ACRES, MORE OR LESS.




**Tarver Consulting, LLC** 1040

Campbell County Public Works 9/13/2023

Peterson Zoning Amendment Application Fee 200.00



TC Ckecking - 7490 Peterson Zoning Amendment Application Fee 200.00

Exhibit 'B'
Neighbor Letter and Mailing-Contact List
(6 pages)

**DEPARTMENT OF PUBLIC WORKS**
**Building & Planning Division**
500 S. Gillette Avenue, Suite 1500
Gillette Wyoming 82716
Phone 307-682-1970 Fax 307-687-6468

September 20, 2023

Re: Peterson/Capps Simple Subdivision – Site Address 400 N. Garner Lake Blvd., Gillette WY

Dear Neighboring Landowner:

I would like to inform you of a proposed Simple Subdivision and Zoning Amendment request in your area. The applicant proposes to subdivide 54.2 acres of land into two parcels (tracts); Tract A to be 22.47-acres, and Tract B to be 31.73 acres.

The land currently has two zoning classifications: 'M-H' Manufactured Home and 'A-L' Agricultural. The applicant requests that the two lots that will be created will be re-zoned to 'C-1' Commercial.

The attached preliminary Record of Survey and aerial photos show the boundaries of the proposed project location and areas to be rezoned highlighted in yellow.

The Campbell County Planning Commission will review these two requests at their public meeting on Thursday, October 19th, 2023 at 7 p.m. in the Commissioners' Chambers of the Courthouse, 500 South Gillette Avenue, Gillette, Wyoming.

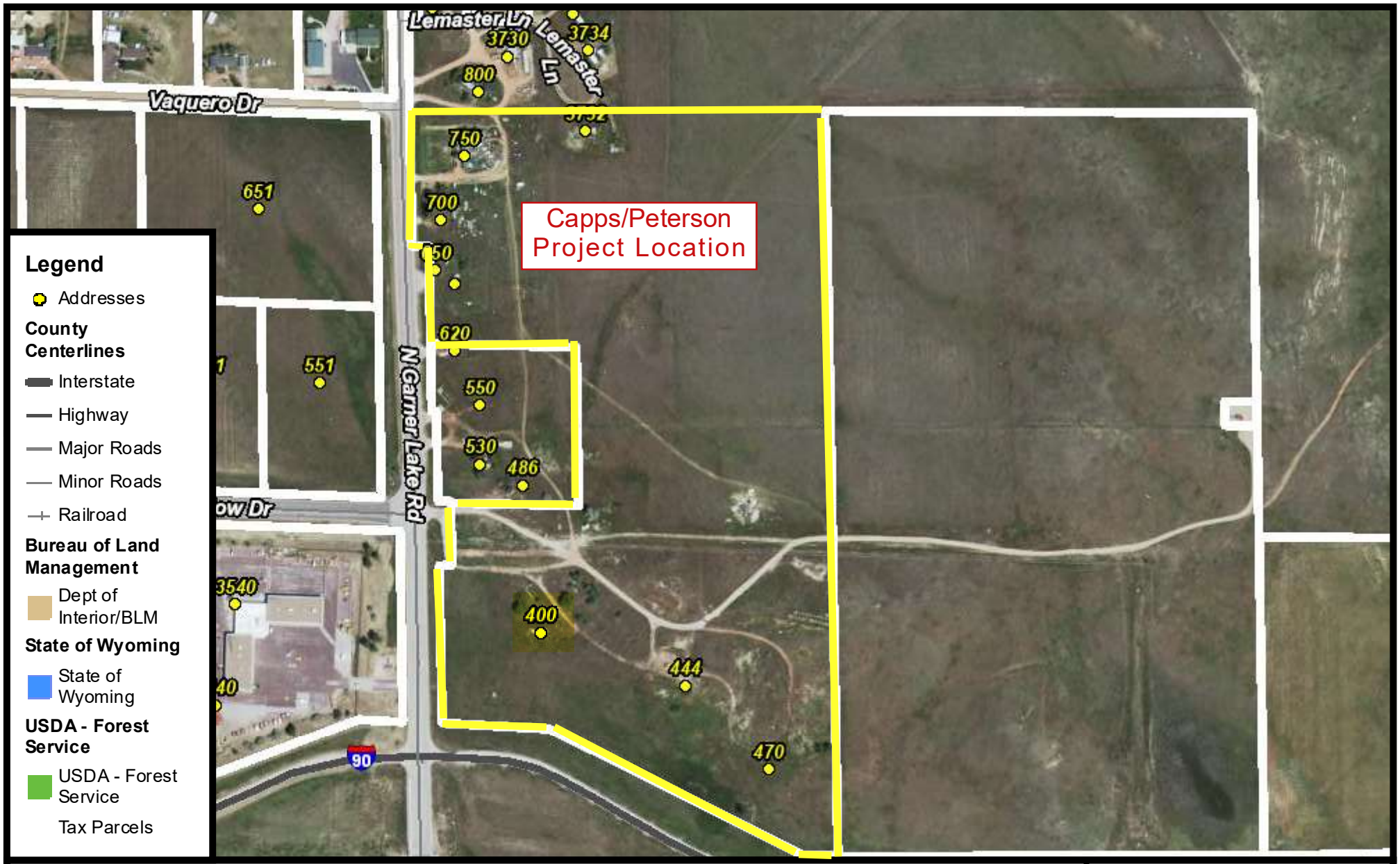
If you are unable to attend the meeting and have comments regarding this proposal, please send a signed letter or fax to our offices, and it will be forwarded to the Commissioners on your behalf.

Please do not hesitate to contact us at 682-1970 if you have any questions.

Sincerely,

Sam Proffer
Planner and Zoning Administrator

Cc: File
Enclosures: ROS, Aerial location and zoning maps (3 pages)




Campbell County
wyoming

N

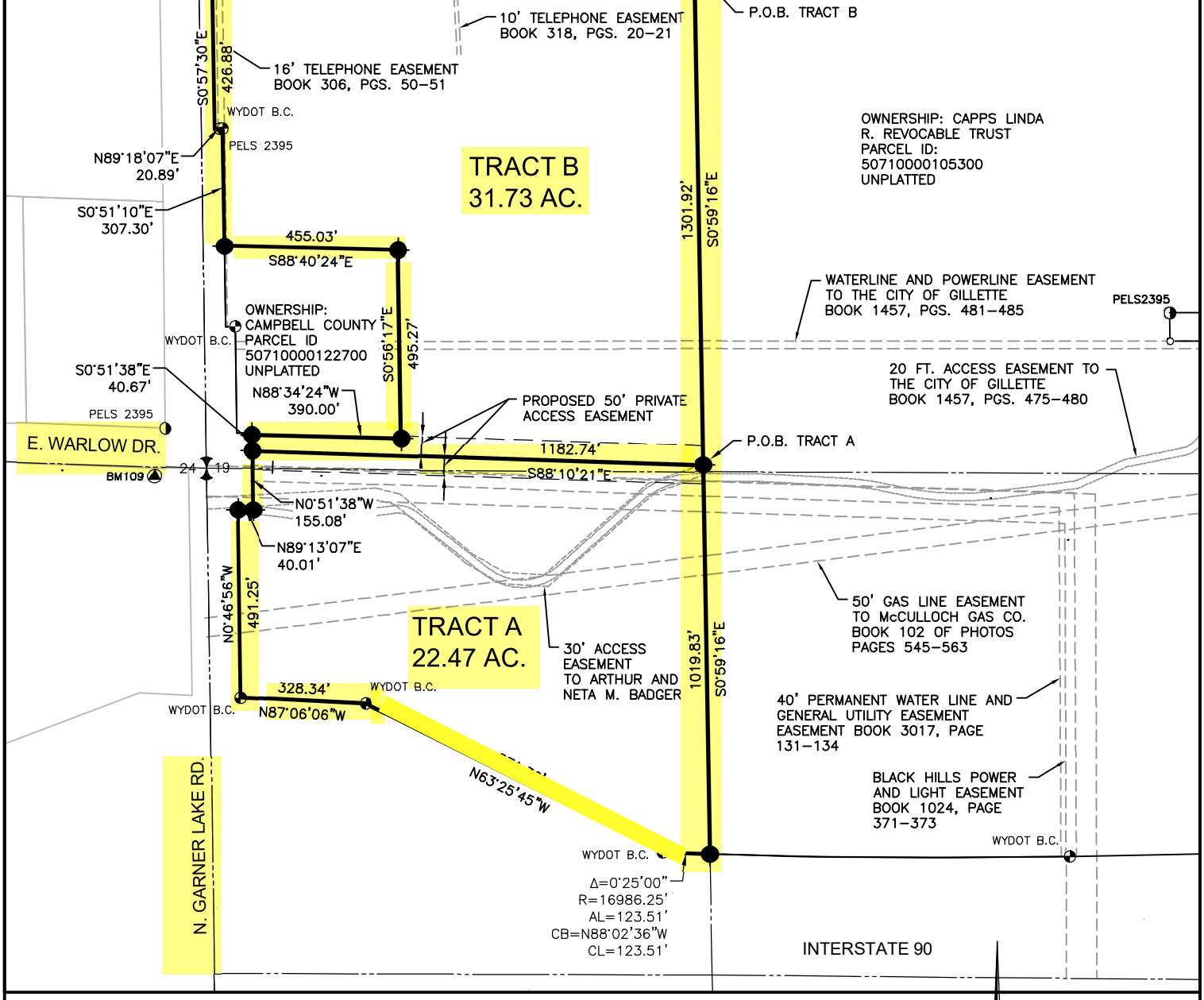
0 0.055 0.11 mi

CAMPBELL COUNTY, WYOMING

DEPARTMENT
OF PUBLIC WORKS

500 S. Gillette Ave.Gillette, Wyoming 82716
Phone # 307 685-8061
Fax # 307 687-6349

Date: 9/19/2023
Time: 11:59:03 AM




LEGAL DESCRIPTION FOR TRACT A AND TRACT B ON PAGE 2 OF 2

SURVEY NOTES:

BENCHMARK: CITY OF GILLETTE BM #109, SE OF INTERSECTION OF E. WARLOW DR. AND N. GARNER LAKE RD., 3 1/4" ALUMINUM CAP, N: 1384251.24', E:581892.70', ELEV.= 4514.84'

BASIS OF BEARING
STATE PLANE COORDINATE SYSTEM, WYOMING EAST ZONE AND THE WEST LINE OF SECTION 19, N00°53'22"W, 2634.65' AS MEASURED BETWEEN THE FOUND NWc AND THE W1/4 MONUMENTS.

VERTICAL DATUM
NAVD '88

HORIZONTAL DISTANCES
ALL DISTANCES SHOWN HERON ARE IN US SURVEY FEET AT GROUND. PAF=1.0002756590

SURVEY CERTIFICATE
I, TAD ROSENLUND, OF SHERIDAN, WY, HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY PERFORMED DURING THE MONTH OF SEPTEMBER, 2023, BY ME, FOR WHOSE WORK I STAND PERSONALLY RESPONSIBLE AND THAT THE SURVEY IS ACCURATELY REPRESENTED ON THIS PLAT AND IS SET OUT ON THE GROUND AS SHOWN HEREON.

NAME DATE
Wyoming L.S. No. 15057

N

0 200' 400' 800'

SCALE: 1" = 400'

LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- FOUND ROW MONUMENT
- FOUND CORNER, DESCRIBED
- SET CORNER, 2" AC PELS 15057
- BENCHMARK
- SUBDIVISION LINE
- EASEMENT
- SECTION LINE
- INTERIOR SECTION LINE

Professional Engineer & Land Surveyor
TAD R. ROSENLUND
15057
PRELIMINARY

LEGAL DESCRIPTION
PORTION OF THE SW1/4NW1/4 AND NW1/4SW1/4 OF SECTION 19,T50N, R71W, OF THE 6TH P.M. CAMPBELL COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS ON SHEET 2.

# PETERSON SUBDIVISION

## SHEET 1 OF 2

DRAWN BY: TRR/JMB | DATE: 09/13/2023

Campbell County
wyoming

N

0 0.085 0.17 mi

CAMPBELL COUNTY, WYOMING

DEPARTMENT
OF PUBLIC WORKS

500 S. Gillette Ave.Gillette, Wyoming 82716
Phone # 307 685-8061
Fax # 307-687-6349

Date: 9/19/2023
Time: 11:58:01 AM

## Peterson Subdivision

Adjacent Landowners Within 1,000 Feet

September 2023

FERGUSON KENNETH E & SHANNA L LIVING TST
3351 VAQUERO DR
GILLETTE, WY 82716-2152

HANTEN RONALD E & JOYCE A
3451 VAQUERO DR
GILLETTE, WY 82716-2153

BOYD JERRY D & RENEE
3551 VAQUERO DR
GILLETTE, WY 82716-2154

WILLIAMSON DONALD M & DEBRA R
3651 VAQUERO DR
GILLETTE, WY 82716-2155

CAPPS LINDA R REVOCABLE TRUST
PO BOX 664
GILLETTE, WY 82717-0664

CAPPS LINDA R REVOCABLE TRUST
4415 WILSON WAY
GILLETTE, WY 82718-4033

CAMPBELL COUNTY
500 S GILLETTE AVE STE 1100
GILLETTE, WY 82716-4211

BLK LLC & ELLIS VIVIAN I
PO BOX 738
HIAWASSEE, GA 30546-0738

STATE HWY DEPT
3540 E WARLOW DR
GILLETTE, WY 82716-0000

## Sam G. Proffer

**From:** Sam G. Proffer
**Sent:** Thursday, September 21, 2023 12:27 PM
**To:** meredithd@gillettewy.gov; Shannon Stefanick
**Subject:** Capps-Peterson Simple Subdivision Notice / Case# 23.04.CRSD
**Attachments:** Peterson-CappsNeighbor Letter.pdf

September 21, 2023

Good afternoon Meredith, Shannon:

Please see the attached neighbor notice for the proposed Capps Simple Subdivision located within our Joint Development Review Area.

Note that the applicant is requesting a rezoning classification to 'C-1' Commercial.

Please provide any written comments back to our office no later than Tuesday, October 3rd 2023 to have them included in the Planning Commission agenda packets.

Call or email if we need to discuss.

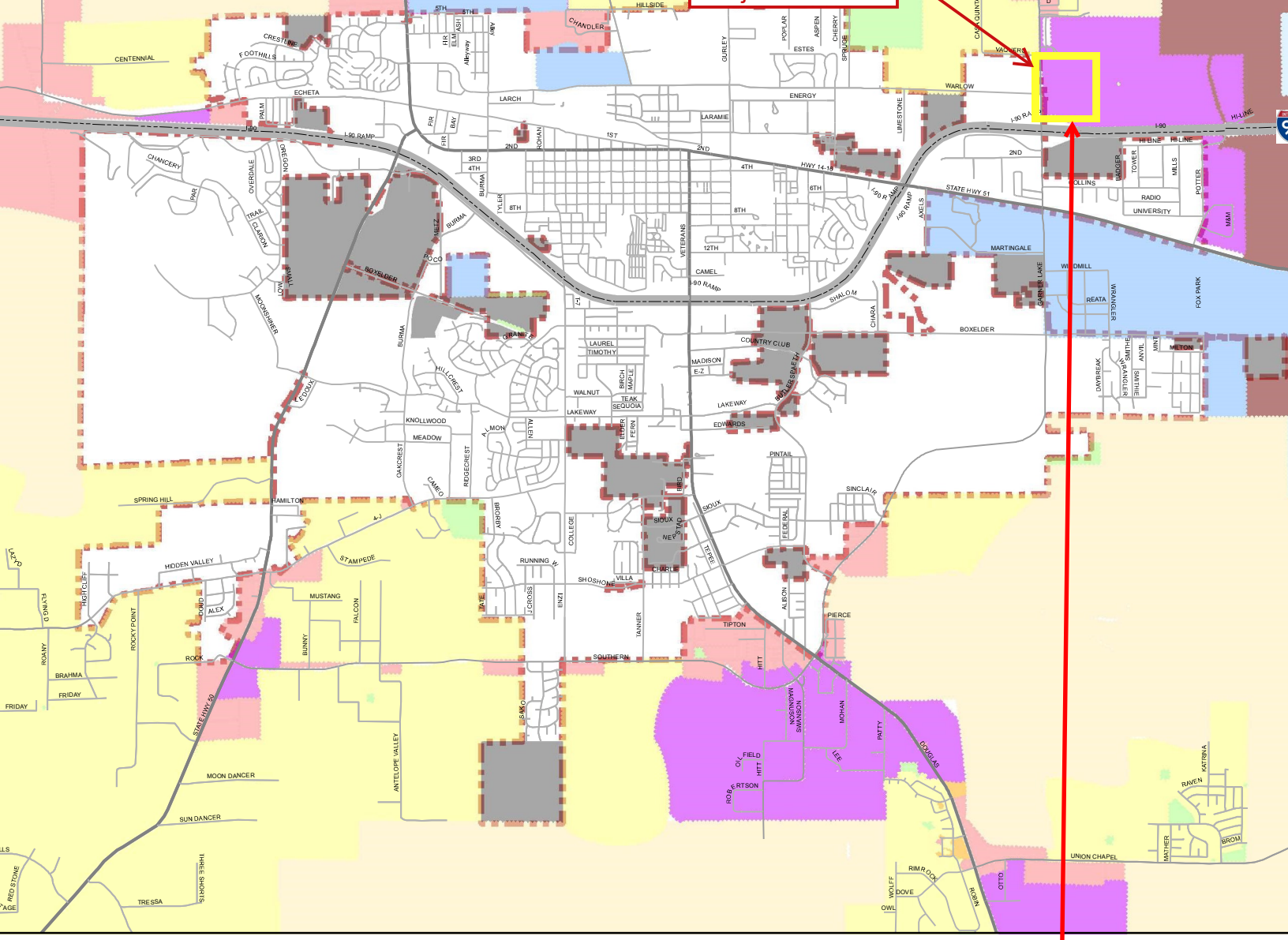
Thanks!
Sam

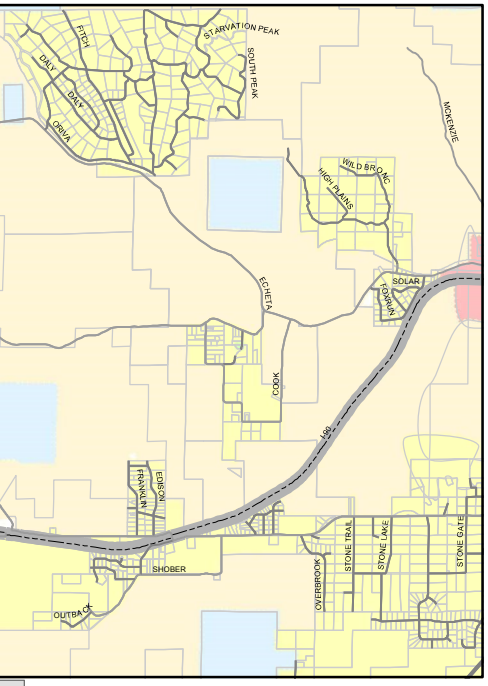
Jerril G. (Sam) Proffer, MCP, CFM
Planner and Zoning Administrator | Public Works—Planning Division

Campbell County wyoming

Campbell County Public Works
500 S. Gillette Ave., Suite 1500 | Gillette, WY 82716
Office: 307.682.1970 | Fax: 307.687.6468
sam.proffer@campbellcountywy.gov

*"Providing quality, efficient and cost-effective services for all Campbell County residents through sound decision making and fiscal responsibility"*

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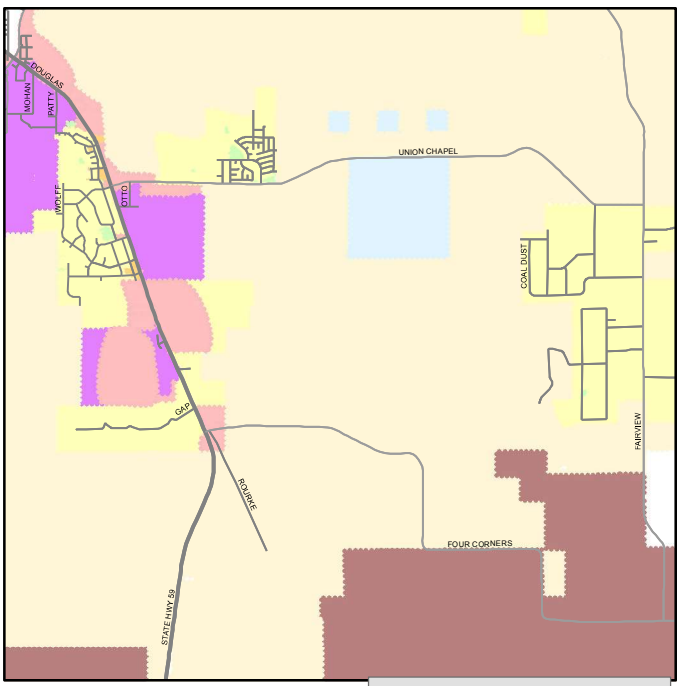
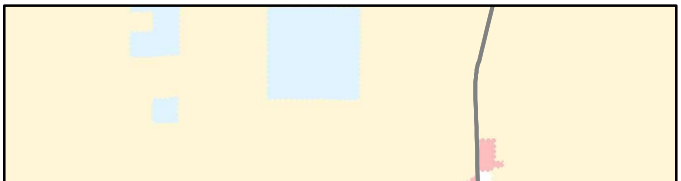



Southeast Gillette



## Future Land Use Cate

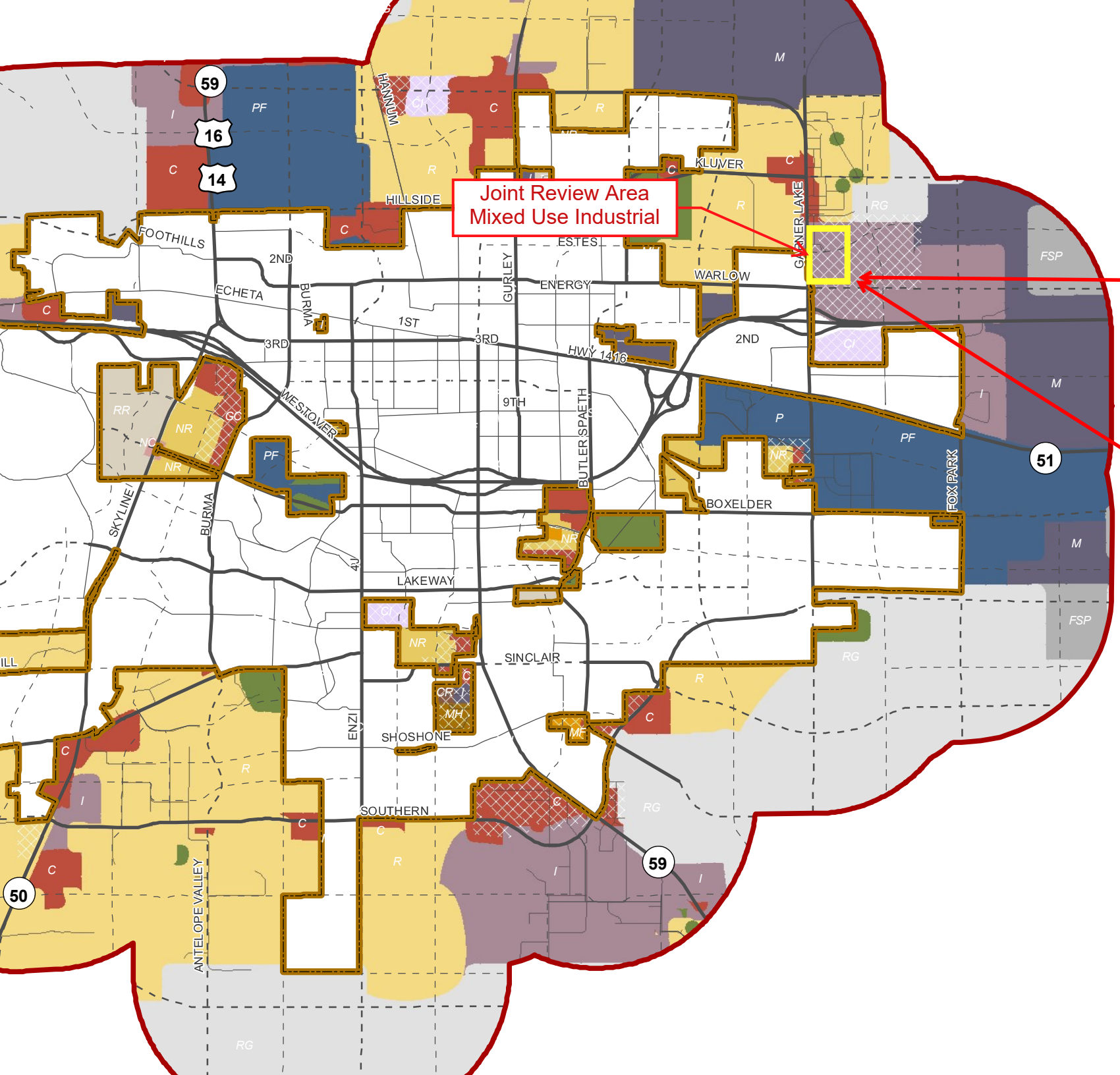
- City Infill
- Commercial
- Federal/State/Public
- High Density Residential
- Industrial

### Additional Map Inform

**Future Land Use categories shown o created through a public input proc development of the 2013 Ca Comprehensive Plan Update. This available to the public by the Coun legally recorded map or survey and is be used as such.**

**This map is created from compiled information, and data from various source data may contain errors.**

**Campbell County shall not be liable for claims that arise out of the user's acc this map. This map is provided as ref should not be relied upon without revie Future Land Use Map kept in the Planning Division. This Future Lan generalization that is not updated dail pruchased in full size copies or sma obtaining a .shp or .lyr file from the Pla**




## Legend

Joint Future Lan

- Rural Ger
- Residenti
- High-Den
- Commerc
- Industrial
- Commerc
- Mining (M
- Federal/S
- Public Fa
- Parkland/
- Mixed-Us
- Municipal
- One-Mile

The One-Mile Joint F
is authorized by Wyo
extending from the C
jointly approved by C

Map Disclaimer: This
areas for long-range
outside the City Limi
guaranteed for accu

Exhibit 'D'
City of Gillette Zoning Map