

AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

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

DECEMBER 21, 2021

09:00 MEETING CALLED TO ORDER PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- A. [Consent Agenda](#)
-

REGULAR BUSINESS

- | | |
|---|----------------|
| B. 9:05 Airport Rescue Grant Agreement | Todd Chatfield |
| C. 9:10 CMAQ Project Agreement, FY2022 | Kevin Geis |
| D. 9:15 Joint Emergency Operations Plan | David King |
| E. 9:25 Amendment One, CST Agreement Adult Treatment Courts | Chad Beeman |
| F. 9:30 Board Appointment, Airport Board | Carol Seeger |
| G. 9:32 Board Appointment, Boys & Girls Club Board | Carol Seeger |
| H. 9:34 Board Appointment, Fair Board | Carol Seeger |
| I. 9:36 Board Appointment, Lodging Tax Board | Carol Seeger |
| J. 9:38 Board Appointment, Museum Board | Carol Seeger |
| K. 9:40 Board Appointments, Natural Resource & Land Use Committee | Carol Seeger |
| L. 9:42 Board Appointment, Predator Management Board | Carol Seeger |
| M. 9:45 Petition to Alter Bishop Road | CJ Fisk |

BREAK

PUBLIC HEARINGS

- | | |
|---|-----------------|
| N. 10:15 Transfer and Renewal of Retail Liquor Licenses | Kendra Anderson |
| O. 10:20 Ludog Zoning Request | Sam Proffer |

REGULAR BUSINESS II

- | | |
|---|---------------------------|
| P. 10:30 Ludog Zoning Request | Sam Proffer |
| Q. 10:40 Ludog Variance Request | Sam Proffer |
| R. 10:50 Lugdog Appeal | Sam Proffer/Sheila Slocum |
| S. 11:15 Employee Appreciation Recommendation | Brandy Elder |

ADJOURN

Consent Agenda

MINUTES

Board of Commissioners Special Meeting, December 3, 2021
Board of Commissioners Executive Session, December 3, 2021
Board of Commissioners Directors Workshop, December 6, 2021
Board of Commissioners Regular Meeting, December 7, 2021
Board of Commissioners Public Land Board Meeting, December 9, 2021

MONTHLY REPORTS

Clerk of District Court – November 2021
County Clerk – November 2021
Sheriff's Office – November 2021
Sheriff's Office, Detention – November 2021
Treasurer's Office – November 2021

CANCELLATION/REBATE OF TAXES

2021-3; 2021-4; 2021-5; 2021-7; 2021-8; 2021-9; 2021-10; 2021-11; 2021-12; 2021-13;
2021-15; 2021-16; 2021-17; 2021-18; 2021-19; 2021-20

LETTER OF SUPPORT

Gillette College & Gillette College Foundation – EDA Grant for Good Jobs Challenge

POSITION VACANCY JUSTIFICATIONS

Airport – Airport Operations Tech I
Attorney's Office – Deputy County Attorney
Children's Developmental Services – Early Head Start Home Visitor
Public Works/Facilities Maintenance – Custodian I

SICK LEAVE TRANSFERS

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

Campco Federal Credit Union	\$226.01
Campbell County Clerk Tax Account	271,480.38
Campbell County Treasurer – FLX/HSA	41,564.97
Great West Trust Company	28,537.50
Sheridan County Circuit Court	292.33
Wyoming Child Support	1,423.51
CCEHBTA – Health	724,052.66
CCEHBTA – Dental	1,789.80
Gallagher Benefit Services (Reliance)	18,362.67
VSP of Wyoming	8,102.16

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

Office of County Commissioners
December 3, 2021
Gillette, Wyoming

Special Meeting

The Campbell County Board of Commissioners met in a Special Meeting, Friday, December 3, 2021 at 11:30 AM.

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

Commissioner Faber moved to convene into an executive session to discuss pending litigation. Commissioner Reardon seconded the motion. All Voted-Aye. Carried.

The Commissioners reconvened into the Special Meeting at 12:30 PM.

There being no further business to come before the Board, the Meeting was adjourned at 12:30 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

Office of County Commissioners
December 6, 2021
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, December 6, 2021 at 1:30 PM.

Present were Rusty Bell, Colleen Faber, Del Shelstad, DG Reardon, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director; Sean Brown, Deputy County Attorney; Emily Simper, Deputy County Attorney; Brandy Elder, HR Director; Kevin Geis, Road and Bridge Director; Matt Olsen, Public Works Director; Kevin Geer, Parks Superintendent and Dwayne Dillinger, Parks and Recreation Director. Chairman Maul was present telephonically.

Discussion was held on the Bicentennial Park softball fields.

Commissioner Bell moved to approve moving forward with the Bicentennial Park Fields Renovation Design and Budgetary Plan. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Board liaison reports were given.

Brandy Elder provided an update on the employee survey. Position vacancy procedures were discussed, and the Commissioners consensus was that budgeted position openings could be posted prior to their approval.

Kevin Geis provided updates on road maintenance and dust control, North Garner Lake Road phase 2 and the speed study for North Garner Lake Road and Northern Drive.

Dwyane Dillinger left the meeting at 2:10 PM.

Discussion was held on the T7 Road alteration.

Matt Olsen provided updates on the Natural Resource and Land Use Plan, the Pronghorn Industrial site, the Regional Water to the airport, the Wyoming Innovation Center, the Courtroom project, and the upcoming Camporee event.

Carol Seeger discussed upcoming events.

Keven Geer left the meeting at 2:35 PM.

Carol Seeger provided updates on the Boys and Girls Club board appointment and the upcoming Budget Message.

Brandy Elder left the meeting at 2:50 PM.

A workshop was held with Janell Oberlander, Interim President of Gillette Community College District and Heidi Gross, Gillette College Foundation Executive Director regarding the EDA grant.

Chairman Maul left the meeting at 2:55 PM.

There being no further business to come before the Board the meeting was adjourned at 3:10 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Del Shelstad, Commissioner
Board of County Commissioners

Office of County Commissioners
December 7, 2021
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, December 7, 2021. Chairman Maul called the meeting to order at 9:00 AM. Pastor Dan Holden led in prayer and Chairman Maul led the Pledge of Allegiance.

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

The following consent agenda was presented:

MINUTES:

Board of Commissioners Directors Workshop, November 15, 2021

Board of Commissioners Regular Meeting, November 16, 2021

Board of Commissioners Executive Session, November 16, 2021

PAYROLL PAYMENT:

November 13, 2021

CANCELLATION/REBATE OF TAXES:

4310, 4327, 4328, 4329, 4330, 4331, 4332, 2021-1, 2021-2, 2021-14, 2021-25, 2021-27

CAPITAL PURCHASE REQUEST:

Parks & Recreation – To purchase a squeegee replacement for stand on floor scrubber, the amount budgeted was exceeded by \$57.10

LETTER OF SUPPORT:

Passenger Rail Service – Greater Northwest Passenger Rail Coalition

LINE ITEM TRANSFERS:

Extension Office - Transfer \$497.31 from 103.6517.4 Travel & Transportation to 103.6283 Meals & Lodging

Parks & Recreation - Transfer \$2,000 from 7704.6687 Landscaping Sup. to 7704.6970 Port-A-John

Public Works - Transfer \$2,128.79 from 081.6517.5 Meals & Lodging to 081.6233.05 Software Maintenance; transfer \$2,676.64 from 020.7085 District Support Grants to 020.7085.20 Central Campbell County

Sheriff's Office - Transfer \$1,500 from 051.6517.5 Meals and Lodging to 051.6326 Towing Services

OFFICE OF STATE PUBLIC DEFENDER:

Donald Bellamy - Full Time Assistant Public Defender for Six Judicial District

POSITION VACANCY JUSTIFICATIONS:

Attorney's Office – Deputy County Attorney

CAM-PLEX – Event Custodian (2 Positions)

Parks & Recreation – Senior Lifeguard

Road & Bridge – Equipment Operator

Rockpile Museum – Museum Assistant

SICK LEAVE TRANSFER REQUESTS:

Transfer 40 hours from Employee #357624 to Employee #684490
 Transfer 40 hours from Employee #259901 to Employee #684490
 Transfer 40 hours from Employee #105179 to Employee #680341
 Transfer 40 hours from Employee #538855 to Employee #680341

HAND WARRANTS:

Campco Federal Credit Union	\$226.01
Campbell County Clerk Tax Account	274,864.85
Campbell County Treasurer – FLX/HSA	41,996.47
Great West Trust Company	28,727.50
Wyoming Child Support	1,423.51
Wyoming Department of Revenue & Taxation	2,283.28
HM Life Insurance Company	178,002.34
Campco Federal Credit Union	950.00
Campbell County Clerk Tax Account	20,445.44
Campbell County Treasurer – FLX/HSA	2,561.83
Great West Trust Company	4,595.00

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

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

A I Distributors	Landfill	\$320.55
Acord, Acacia Mueller	Fair-General Admin	274.40
Action Lock and Key	Various Departments	48.88
AdBay Com	Various Departments	1,771.00
Advance Auto Parts	P & R-Ice Skating	9.23
Airpro	Maintenance/Custodial	1,085.65
Albertsons Dist Crt	State & Fed Mandated Costs	17.37
Albertsons Fair	Fair-General Admin	85.42
Alignment Pros	County Sheriff	1,384.95
Alsco	Landfill	990.06
Alternative Propane	P & R-Ice Skating	303.31
Amazon Library	Various Departments	375.91
Ameri Tech Equipment	P & R-Parks	162.10
American Family Life	Campbell County General Fund	32.38
American Legion Post Forty-Two	1% Optional Sales Tax Fund	16,500.00
American Millennium	Commissioner's-Gen Cnty Costs	55.49
American Welding	Various Departments	239.50
Animal Medical Cntr	County Sheriff	127.40
Antler Works	Rockpile Museum - Gen Admin	359.00
APCO International	County Sheriff	72.00
Appraisal Institute	County Assessor	60.00
Arbuckle Lodge	Rockpile Museum - Gen Admin	85.00
Archer, Tracey L.	Extension Department	21.98

Arena Products Svc	Capital Outlay-Parks & Rec	556.70
Arete Design Group	Human Resources	447.50
Arrow Printing Grap	Various Departments	658.00
Associated Glass	Various Departments	350.10
ATT Airport	Northeast Wyoming Regional	194.78
ATT Assessor	County Assessor	102.72
ATT Children's Devel	Children's Dev Svc-Spec Ed	61.82
ATT Emergency Mgmt	Emergency Management	165.13
ATT Park Recreation	Various Departments	104.41
Axis Forensic Tox	County Coroner	980.00
Background Invest	P & R-Recreational Division	474.05
Badger Daylighting	1% Optional Sales Tax Fund	17,085.85
Baker Taylor Cont	Various Departments	137.94
Barcodes	Various Departments	1,204.98
Bargreen Ellingson	Various Departments	320.00
Barney Graham Lamb	Commissioner's-Gen Cnty Costs	450.00
Basin Radio Network	P & R-Recreational Division	550.00
Bauder, Trena R.	Various Departments	315.55
Bennett Weber Hermst	Commissioner's-Gen Cnty Costs	18,875.00
Best Western Tower	County Attorney	617.60
Bibliotheca	Library-General Administration	3,646.58
Big D Oil Company	County Sheriff	148.75
Big Horn Tire	Various Departments	12,270.74
Big Sky Communicat	E911 Enhanced Fees	744.00
Black Hills Chemical	Various Departments	651.81
Black Hills Enrg Gas	Various Departments	45,218.65
Black Hills Pioneer	Various Departments	716.50
Blackstone Audio	Various Departments	525.88
Bloedorn Lumber	Maintenance/Custodial	414.55
Bomgaars	Various Departments	581.22
Boot Barn	Human Resources	579.98
Border States Elec	Various Departments	2,531.61
Boys Girls Club CC	1% Optional Sales Tax Fund	1,868.90
Breanna's Bakery	Various Departments	78.00
Brownells	County Sheriff	49.98
Buffalo Porta Potty	Road & Bridge	125.00
Buggy Bath Car Wash	County Sheriff	224.00
Bulkley, Alexis J	Children's Dev Svc-Spec Ed	100.00
Burns McDonnell Eng	Various Departments	30,468.78
C B Operations	Northeast Wyoming Regional	79.47
Camelot Pet Castle	County Sheriff	152.00
Carr, Joli A.	Various Departments	40.88
Carrot Top Industries	Various Departments	1,158.97
Casteel, Julie B.	Children's Dev Svc-Preschool	24.66
CBH Co Op	Various Departments	1,724.90
CC Chamber of Commer	Rockpile Museum - Gen Admin	100.00

CC Dist Crt Rev Wit	State & Fed Mandated Costs	3,626.88
CC Fire Dept	1% Municipal Sales Tax Fund	15,125.10
CC Four H Council	1% Optional Sales Tax Fund	4,650.00
CC Health Misc	Various Departments	114.00
CC Historical Society	Rockpile Museum - Gen Admin	60.00
CC Predatory Animal	1% Optional Sales Tax Fund	15,000.00
CC Public Health	Human Resources	56.00
CC Public Land Brd	1% Municipal Sales Tax Fund	216,552.50
CC School Dist Coop	Children's Dev Svc-Preschool	154.31
CC Senior Center	1% Optional Sales Tax Fund	13,721.00
CDW Government	Information Technology Service	2,695.00
CEM Sales Service	Maintenance/Custodial	715.84
Central C C I & S Dst	1% Optional Sales Tax Fund	2,676.64
CenturyLink Long Dis	Information Technology Service	617.78
CenturyLink Phone	Various Departments	16,754.05
Certified Lab	Road & Bridge	220.81
Charm Tex	Sheriff-Jail Facility	1,187.20
Charter Comm Cable	Various Departments	1,417.48
Children's Home Soc	County Sheriff	359.22
Christensen, Marilyn	Fair-General Admin	274.40
Cimco Refrigeration	Publ Work Capital Construction	50,613.00
City Gillette Misc	Various Departments	3,560.00
City Gillette Util	Various Departments	92,353.76
Clear Creek Counsel	City of Gillette A Drug Court	1,090.00
Coca Cola Bottling	Commissioner's-Gen Cnty Costs	339.00
Collection Prof	Children's Dev Svc-Gen Admin	62.50
Collins Commun	Various Departments	1,416.42
Compression Leasing	P & R-Bell Nob Golf Course	1,875.00
Concordance Health	County Health Nurse	242.74
Contractors Supply	Various Departments	8,637.64
Cordant Health Solutions	Various Departments	2,676.05
Council Community Svc	TANF/CPI	6,311.05
Counseling Connect	Various Departments	2,850.00
Craig Distributing	CCPL-Main Branch	45.74
Crum Electric Supply	Various Departments	7,198.35
Cummins Sales Svc	Road & Bridge	17,915.34
Cunningham, Michelle L.	State & Fed Mandated Costs	130.00
Davenport Group USA	Public Works	9,584.95
Day Law	Juvenile Drug Court Grants	500.00
DMC Wear Parts	Road & Bridge	1,444.64
Douglas Budget	Various Departments	580.00
Dru Consulting	Commissioner's-Gen Cnty Costs	3,090.00
Duluth Trading Co	County Sheriff	251.48
Dustbusters Enter	Publ Work Capital Construction	47,628.69
Eaton Sales Service	Road & Bridge	1,211.67
Edwards, Elizabeth A.	Fair-General Admin	274.40

Ekstrom, Brooke L.	County Health Nurse	36.40
Employment Testing	Road & Bridge	90.00
Enerflex Energy Systems Inc	Maintenance/Custodial	3,836.78
Energy Cap Econ Dev	1% Optional Sales Tax Fund	25,000.00
Ewing, Dianna H.	State & Fed Mandated Costs	965.25
Espresso Lube	Various Departments	623.86
Family Health	Sheriff-Jail Facility	7,077.00
Fastcase	County Law Library	250.00
Fastenal Company	Landfill	2,242.77
Federal Express	Women, Infant and Child (WIC)	15.68
FIB Mstrcrd Airport	Northeast Wyoming Regional	1,235.74
FIB Mstrcrd Library	Various Departments	507.11
FIB Mstrcrd Park Rec	Various Departments	2,925.62
Firemaster	Maintenance/Custodial	1,385.50
First Natl Bnk Gil	Various Departments	1,504.09
First Natl Bnk Visa	Various Departments	16,629.84
Floyds Truck Center	Various Departments	28,394.79
Forensic Medicine	County Coroner	4,000.00
Fortner, Leah C.	Children's Dev Svc-Spec Ed	353.00
Freeland, Theresa M.	Children's Dev Svc-Preschool	38.28
Fry, Kimberly D.	Various Departments	1,368.56
Fun Express	P & R-Wright Center	133.07
Gallagher Survey	Human Resources	450.00
Garcia, Cameron	Various Departments	883.48
Gated Solutions	Human Resources	7,500.00
Gillette Abuse Refuge	1% Optional Sales Tax Fund	5,833.34
Gillette College	Various Departments	695.00
Gillette Printing	Various Departments	3,222.53
Gillette Steel	Various Departments	1,198.02
Gillette Transport	County Sheriff	250.00
Gillette Winsupply	Various Departments	3,694.66
Glaxosmithkline Phar	Various Departments	6,474.00
Global Heat Transfr	Road & Bridge	5,860.40
Global HR Research	Various Departments	3,137.97
Golden West Tech	Information Technology Service	2,092.50
Gopher	P & R-Recreational Division	330.12
Govens Farm Ranch	Sheriff-Jail Facility	291.55
Grainger	Maintenance/Custodial	3,428.16
Gray, James D.	Fair-General Admin	274.40
Greasewood Water	Road & Bridge	1,261.00
Greiner Motor Co	Road & Bridge	114.49
Grimms Pump Industrl	Road & Bridge	455.87
Grossenburg Implemnt	Road & Bridge	107.88
H G Maybeck Co	Various Departments	433.86
Hakert, Richard J.	Road & Bridge	2,280.00
Hawkins	Various Departments	3,132.61

Hayden, Celeste Renee	Extension Dept-Home Economist	137.75
HDR Engineering	Various Departments	17,514.50
High Glass Window	Maintenance/Custodial	884.00
Holiday Inn Casper	County Assessor	960.00
Holiday Inn Ex Chey	Commissioner's Executive	288.00
Homax Oil Sales	Various Departments	137,056.61
Home Depot Museum	Rockpile Museum - Gen Admin	172.10
Home Depot Parks Rec	Various Departments	923.34
Home Depot Sheriff	Various Departments	224.14
Home Fire Foods	Various Departments	672.00
Hub International	Human Resources	298.00
Hubbard, Kelly S.	County Health Nurse	52.08
Humphrey Law	State & Fed Mandated Costs	6,210.00
Humphreys Bar Grill	State & Fed Mandated Costs	247.32
IAAO	County Assessor	675.00
IABTI Membership	County Sheriff	150.00
IBM	Information Technology Service	35,600.90
Ingersoll Rand	Road & Bridge	612.60
Ingram Book	Rockpile Museum - Gen Admin	194.68
Inland Truck Parts	Various Departments	2,590.49
Interstate Batt BH	Road & Bridge	129.95
Interstate Powersyst	Various Departments	4,218.19
Intoximeters	Various Departments	1,290.00
James Tire Service	P & R-Parks	23.00
JB Auto Glass	P & R-Parks	50.00
Jims Heating AC Ref	Various Departments	5,118.50
Johnson, Miranda M.	Children's Dev-Early Head Start	48.00
Jones Enterprises	Landfill	3,960.97
JR's Laser Tag	P & R-Wright Center	542.50
Kanopy	CCPL-Main Branch	244.00
Keyhole Broadcasting	Various Departments	210.00
Keystone Kennels	County Sheriff	232.78
Kimball Midwest	Road & Bridge	1,884.07
Knecht Home Center	Maintenance/Custodial	11.05
Knopp, Charity R.	Road & Bridge	20.00
Kramer, Sarah S.	District Court	5.00
Kronos	Various Departments	2,520.00
KSLT KLMP KTPT	Various Departments	300.00
La Quinta Inn	County Attorney	150.00
Lakeview Books	Various Departments	470.86
Leegaard, Joey	Fair-General Admin	274.40
Levi Strohschein	Various Departments	450.00
Lewis, Jessie D.	State & Fed Mandated Costs	30.00
LexisNexis	Various Departments	903.52
Library Foundation	Library-General Administration	106.56
Lightning Lube	Various Departments	161.00

Lindblom, Reba L.	Various Departments	31.36
Little Sprouts Pre	Children's Dev Svc-Spec Ed	950.00
Lowe Roofing	Human Resources	29,131.75
Lubnau Law Office	State & Fed Mandated Costs	902.79
Lynns Auto Repair	County Sheriff	2,904.25
Macias, Belinda	Children's Dev Svc-Spec Ed	925.00
Manning Wrecker Svc	Maintenance/Custodial	100.00
Mark Thomas Company	County Coroner	344.00
Maul, Robert L.	Commissioner's Executive	91.65
McGowan Castleberry, Ivy J.	Bioterrorism	67.20
McKee, Dave F.	Rockpile Museum - Gen Admin	263.12
McKesson Med Surgic	Sheriff-Jail Facility	477.15
Meadow Gold Dairy	Children's Dev Svc-Preschool	718.83
Means First Ext W & S	Road & Bridge	141.60
Medical Arts Lab	Sheriff-Jail Facility	2,452.00
Melgaard Construct	Various Departments	28,577.72
Melinkovich, Clark M.	Public Works	195.44
Menards Airport	Northeast Wyoming Regional	89.52
Menards Extension	Extension Department	21.98
Menards Fleet	Fleet Department	47.93
Menards Landfill	Landfill	53.18
Menards Maintenance	Maintenance/Custodial	610.63
Menards Museum	Rockpile Museum - Gen Admin	119.95
Menards Park Rec	Various Departments	1,200.29
Menards Road Bridge	Road & Bridge	31.40
Menards Sheriff	County Sheriff	9.68
Merchen, Pamela J.	Various Departments	76.63
MFAC	P & R-Wright Center	90.95
Midland Implement Co	P & R-Bell Nob Golf Course	896.95
Midwest Tapes	Various Departments	1,704.65
Morgan, Tobey J.	County Sheriff	200.00
Motorola Solut Maint	Commissioner's-Gen Cnty Costs	3,800.27
Mountain Mud Serv	P & R-Ice Skating	70.00
Naramore, James J MD	Sheriff-Jail Facility	1,000.00
Nelson Auto Glass	Road & Bridge	692.10
News Record	Various Departments	5,453.77
Norco	Various Departments	9,779.74
North Star Lighting	Fleet Sales Tax Funds	500.00
Novus Auto Glass	County Sheriff	300.00
OAG Flightview	Various Departments	524.66
Octane Garage	Maintenance/Custodial	170.12
Office Depot	Various Departments	6,603.12
Office Shop	Various Departments	386.37
On Time Sports	Rockpile Museum - Gen Admin	325.00
One Call of Wyoming	Publ Work Capital Construction	7.50
ONeil Robert J	State & Fed Mandated Costs	1,031.25

Opsec Security	County Treasurer	675.00
Optum	Human Resources	1,443.50
OReilly Auto Parts	Various Departments	85.15
Oriental Trading Co	CCPL-Main Branch	127.62
Original Watermen	Various Departments	249.05
Overdrive	Various Departments	4,101.44
Paintbrush Services	Various Departments	2,369.92
Papa Johns Pizza	County Attorney	52.50
Penworthy Company	CCPL-Main Branch	285.53
Pepsi of Gillette	Fair-General Admin	28.80
Personal Frontiers	Various Departments	6,608.00
Pete Lien Sons	Road & Bridge	976.50
PFM Asset Management	Commissioner's-Gen Cnty Costs	10,173.40
PharmChem	Sheriff-24/7	786.25
Pizza Carrello	State & Fed Mandated Costs	94.00
Pizza Hut	Various Departments	228.05
Plains Tire	County Sheriff	292.81
Plainsman Printing	County Clerk	1,025.28
Pokeys BBQ Smoke	Commissioner's Executive	126.00
Powder River Const	Various Departments	277,823.71
Powder River Ener Utl	Various Departments	22,229.56
Powder River Exam	Various Departments	120.00
Powder River Heating	Various Departments	3,576.16
Power Equipment Co	Road & Bridge	1,092.86
Prime Rib Restaurant	Prevention Management Org	999.64
ProElectric	Road & Bridge	1,935.36
Purvis Industries	Various Departments	1,474.74
Push Pedal Pull	P & R-Recreational Division	262.30
Quill	County Assessor	351.63
Rain Locker Car Wash	Various Departments	88.59
Ramkota Hotel Casper	Various Departments	274.00
Rapid Fire Protect	Maintenance/Custodial	3,960.00
Razor City Rental	P & R-Parks	253.00
Record Supply	Various Departments	3,275.71
Recreation Supply	Various Departments	1,964.61
Redwood Tox Testing	Various Departments	69.12
Reed Smith	Commissioner's-Gen Cnty Costs	3,057.29
Respond First Aid	Northeast Wyoming Regional	109.90
Reynolds, Mandy M.	Extension Dept-Horticulture	91.03
Ringer Law PC	State & Fed Mandated Costs	33,851.40
Rocky Mtn Assn Fairs	Fair-General Admin	125.00
Rocky Mtn Business	Various Departments	4,070.97
Rocky Mtn Fire Sys	Maintenance/Custodial	1,105.00
Rosenbauer Minnesota	Northeast Wyoming Regional	63.05
Safeguard Business	County Treasurer	1,905.98
Sams Land	Road & Bridge	109.20

Sanofi Pasteur	County Health Nurse	1,029.94
Schmit, Ray L.	Sheriff-Jail Facility	150.00
Schurtz, Jessica R.	County Health Nurse	92.96
Second Chance Minist	1% Optional Sales Tax Fund	2,049.11
Sentinel Offender	Various Departments	646.00
Servall Uniform	Road & Bridge	824.24
Shoshone Distribut	Rockpile Museum - Gen Admin	358.00
Sign Boss	P & R-Ice Skating	170.00
Silver Screen Adv	Prevention Management Org	3,600.00
Simon	Road & Bridge	6,767.80
Simpsons Printing	Various Departments	2,137.00
Sitech Wyoming	Landfill	1,596.42
Skaggs Companies	County Sheriff	180.82
Society Human Res	Human Resources	219.00
Source Office Tech	Various Departments	4,515.52
Southland Medical	County Coroner	157.82
Sowada, Felix	State & Fed Mandated Costs	1,125.00
Step Stone Counseling	Various Departments	12,370.00
Stericycle	Covid-19 Vaccine Clinics	255.00
Stewart, Aubrea	State & Fed Mandated Costs	60.00
Stewart, Cyril	State & Fed Mandated Costs	30.00
Stewart, Tayetta Beau	State & Fed Mandated Costs	30.00
Stotz Equipment	P & R-Parks	94.16
Stupar, Maya	State & Fed Mandated Costs	60.00
Summit Companies	Sheriff-Jail Facility	1,954.25
Summit Food Services	Sheriff-Jail Facility	42,725.21
Sundahl Powers Kapp & Martin	Commissioner's-Gen Cnty Costs	17,651.72
Sundance Times	Various Departments	325.00
Surf N Suds	County Health Nurse	25.44
Sylvestri Custom	Prevention Management Org	600.00
Sysco Food Services	Children's Dev Svc-Preschool	2,843.28
Taste of Home	Various Departments	35.98
Teaching Strategies	Various Departments	10,400.00
That Embroidery Place	Aviation Encouragement	72.00
The Grease Barrel	Various Departments	718.85
The Range	P & R-Gen Adm	101.94
Thomas Y Pickett	County Assessor	13,500.00
Thomson Reuters West	County Attorney	760.78
Thyssenkrupp Elevat	Maintenance/Custodial	491.48
Titan Machinery	Northeast Wyoming Regional	10,469.72
Tower Communication	Fleet Sales Tax Funds	100.00
Tri State Truck Equi	1% Optional Sales Tax Fund	233,505.74
Tru Tech Products	Various Departments	205.58
Tyler Tech	Payments In Lieu of Taxes Fund	20,800.00
Uline	Library-General Administration	597.39
Unique Management	Library-General Administration	98.45

United Parcel Serv	Various Departments	262.85
United Rentals	Road & Bridge	715.33
Universal Athletic	Various Departments	1,219.97
Urbn Law Office	State & Fed Mandated Costs	6,547.96
Van Ewing Const	Various Departments	369,708.07
Verizon Adlt Drg Crt	Adult Drug Court	99.86
Verizon Emergcy Mgmt	Emergency Management	38.52
Verizon Juv Prob	Various Departments	249.65
Verizon Public Hlth	County Health Nurse	251.96
Verizon Public Works	Various Departments	604.39
Verizon Sheriff	Various Departments	4,836.12
Vigil, Michelle	Extension Dept - Community Dev	350.00
Violet Communications	Various Departments	16,666.00
Visionary Broadband	Various Departments	6,869.57
Vista Leasing	Various Departments	3,386.80
Vital Records Cont	County Attorney	352.80
Walmart Children Dev	Various Departments	632.23
Walmart Clerk	County Clerk	29.94
Walmart Dist Crt	State & Fed Mandated Costs	144.47
Walmart Extension	Various Departments	349.17
Walmart Library	Various Departments	321.89
Walmart Park Rec	Various Departments	313.64
Walmart Public Hlth	County Health Nurse	34.80
Walmart Public Works	Public Works	25.60
Walmart Sheriff	County Sheriff	78.97
Waste Connections	Various Departments	2,803.65
Webb, Jana E.	Children's Dev Svc-Gen Admin	58.00
Western Stationers	Extension Department	213.84
Western Waste Sol	Various Departments	920.92
Westwood Pharmacy	Sheriff-Jail Facility	5,790.10
WEX	Fleet Department	195.30
Whites Energy Motors	Various Departments	650.14
Whites Frontier Mtrs	Road & Bridge	234.04
Wildlife Artists	Rockpile Museum - Gen Admin	384.51
Winland Car Wash	Landfill	20.00
Work Warehouse	Various Departments	479.96
Wright Community	1% Optional Sales Tax Fund	500.00
Wright Water Sewer	Various Departments	1,404.75
WY Attorney Genrl Ci	District Court	39.00
WY Dept Health Prev	Various Departments	552.00
WY Dept Transport	Commissioner's-Gen Cnty Costs	476,734.05
WY Enterprise Tech	County Treasurer	21.38
WY Retirement Life	Campbell County General Fund	496.00
WY Retirement System	Various Departments	414,014.46
Wyoming Machinery	Various Departments	23,937.93
Wyoming Water Sol	Various Departments	861.40

The following are the claims for Part-Time Employees summarized by department for November 2021: Treasurer, 1,916.25; Sheriff, 7,988.18; Coroner, 2,100.00; Elections, 407.00; District Clerk of Court, 1,324.00; Public Works-Landfill, 1,558.25; Museum, 1,515.00; Public Health, 2,324.19; Public Works-Custodians, 2,082.53; Children's Center, 12,960.18; Library, 51,746.89; Fair, 403.00; Parks & Recreation, 60,935.62

The Commissioners held a workshop with PFM Management.

Commissioner Bell moved to approve the Requests for FAA Approval of Agreement for Transfer of Entitlements for Fiscal Year 2022 of Federal funds from Northeast Regional Airport to Cheyenne Regional Airport \$351,485; Dixon Airport \$300,000; and Rawlins Municipal Airport \$170,833, as presented. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to approve the Public Health Crisis Response Cooperative Agreement between Wyoming Department of Health, Public Health Division and Campbell County in the amount not to exceed \$100,000 for the period July 1, 2021 to June 30, 2024, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Senator McKeown asked the Board to reconsider having public comment.

Commissioner Faber moved to proceed with the vacation of Orlando Drive as outlined in the Viewers Report, and set January 10, 2022 at Noon, as the deadline for persons to file with the County Clerk any objections to the vacation or claims for damages resulting from the vacation, pursuant to W.S. 24-3-111. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Shelstad moved to accept the resignation of Jeani Stone and appoint Corinne Miller to the Child Support Authority Board to serve an unexpired three-year term ending June 30, 2022, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

A Public Hearing was held at 10:15 AM for the purpose of enlarging Means First Extension Water and Sewer District.

Commissioner Shelstad moved to determine Means First Extension Water & Sewer District could benefit from the enlargement of the district, allowing for a thirty-day written protest period and setting January 18, 2022, as the date for consideration of approval, in accordance with Wyoming Statute 22-29-109. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

Commissioner Shelstad moved to approve Resolution Number 3000 for the Campbell County Board of Commissioners Regular Meeting Schedule, calendar year 2022, as presented. Commissioner Faber seconded the motion.

Commissioner Faber moved to amend the Wednesday, January 6, 2022 meeting to Wednesday January 5, 2022, for the Tuesday, January 4, 2022 meeting. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

The Board voted on Resolution Number 3000, with the amendment for the January 4, 2022 meeting to be held Wednesday, January 5, 2022. All Voted – Aye. Carried.

Commissioner Shelstad moved to approve the Professional Services Agreement between Campbell County and Schutz Foss Architects to design and provide construction administration services for the Courthouse and Annex Remodel Project in the amount of \$372,220, as presented. Commissioner Bell seconded the motion. All Voted – Aye. Carried.

BOARD OF EQUALIZATION

Commissioner Shelstad moved to approve the Orders for Docket Numbers: 2021-02, 2021-03, 2021-04, and 2021-13, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

The Board reconvened into the Regular Meeting.

Janell Oberlander, Interim President of Gillette Community College District and Dr. Walt Tribble, President of Northern Wyoming Community College District, provided information on the Gillette Community College District and discussed the transferring the unused One-Percent funds from NWCCD to GCCD.

The Board recessed until 1:15 PM.

A workshop was held on Region 6 redistricting.

There being no further business to come before the Commissioners the meeting was adjourned at 3:55 PM. The next regular meeting of the Commissioners will be held Tuesday, December 21, 2021, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, County Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

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

Office of County Commissioners
December 9, 2021
Gillette, WY

The Campbell County Board of Commissioners met with the Campbell County Public Land Board Thursday, December 9, 2021 at 6:00 PM.

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

Discussion was held on a Facilities Strategic Master Plan, Maintenance Plan and compensation for employees.

Discussion was held on potential future funding sources for the Land Board and reserves.

Jeff Esposito, CAM-PLEX Director, provided an update on the upcoming Camporee event.

There being no further business, the meeting was adjourned at 7:35 PM.

Kendra Anderson, Deputy County Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

Clerk of District Court
Monthly Statement
November 2021

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

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

County Clerk

By _____
Deputy

MONTHLY STATEMENT

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

CLERK, DISTRICT COURT,

Civil Fees	4-040-0000	\$	5,190.00
Probate Fees	4-041-0000	\$	1,660.00
Fines	5-001-0000	\$	24,492.33
Jury Fees	4-044-0000	\$	600.00
Miscellaneous Fees	4-043-0000	\$	3,977.57

Total Earnings

\$ 35,919.90

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 3rd day of December, 2021.


Cheryl Chitwood, Clerk

County Clerk
Monthly Statement
November 2021

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

The State of Wyoming } ss.
County of Campbell }

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

County Clerk

By _____
Deputy

COUNTY CLERK'S MONTHLY STATEMENT

Statement of the collections of Susan F. Saunders as Campbell County Clerk within and for the County of Campbell, State of Wyoming, for the month ending November 20 21 and filed with the County Clerk for presentation to the Board of County Commissioners of said County as required by Wyoming Statute 18-3-814.

45560-Recording Fees	25,078.00
45610-Marriage Licenses.....	570.00
45570-Chattel Mortgages.....	10,961.00
45580-Certificates of Titles.....	22,095.00
45560-Misc Receipts Vault	978.50
45620-Misc Receipts Front	190.00
45600-VINS.....	2,930.00
IDOC Market...Autodeposited in FNBClerk...	1,044.00
	11,469.1
TOTAL	63,846.50

Info for Treasurer's Office

WY Titles	1473	@ \$15.00	=	22,095.00
SO Vins	124	@ \$10.00	=	1,240.00
PD Vins	160	@ \$10.00	=	1,600.00
GF Vins	9	@ \$10.00	=	90.00
HP Vins		@ \$10.00	=	
WC Vins		@ \$10.00	=	

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

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

CO WITNESS my hand and seal the 1st day of December, 2021

Susan F. Saunders, Campbell County Clerk

BY: [Signature], Deputy

Deputy TMM03

Campbell County Treasurers Office
Receipt For General Revenue

Receipt Date 12/06/2021
Date of Record 12/06/2021
Receipt Number 54439
Page 1

PAYOR: COUNTY CLERK'S MONTHLY STATEMENT

DESCRIPTION		AMOUNT
=====	=====	=====
RECORDING FEES	4-020-0000	\$25,078.00
MARRIAGE LICENSES	4-024-0000	\$570.00
CHattel MORTGAGES	4-021-0000	\$10,961.00
CERTIFICATES OF TITLES	4-022-0000	\$20,622.00
MISCELLANEOUS RECEIPTS VAULT	4-023-0000	\$978.50
MISCELLANEOUS RECEIPTS FRONT	4-023-0000	\$190.00
IDCO MARKET...AUTODEPOSITED IN FNB CLERK		\$1,044.00
ABANDONED VEHICLE	3-825-0000	\$1,473.00
SO VIN	4-026-0000	\$1,240.00
PD VINS	4-027-0000	\$1,600.00
GF VINS	4-026-0000	\$90.00

RECEIPT TOTAL \$63,846.50

TMM03
CHECK
10924

Sheriff's Dept
Monthly Statement
November 2021

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

The State of Wyoming } ss.
County of Campbell

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

County Clerk

By _____
Deputy

MONTHLY 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 **November 30th, 2021** and filed with the County Clerk for presentation of the Board of County Commissioners of said County as required by Wyoming State Statute 18-3-814.

	Service Fees	\$5,650.00
	Fingerprint Fees	\$390.00
	Background Fees	\$55.00
	Sex Offender Registration Fees	\$533.75
	Concealed Firearms Permit Fees	\$445.00
	Copy Fees	\$118.00
	Notary	\$2.00
COUNTY SHERIFF	Sheriff Sales/Certificates	\$72.50
	Executions	\$0.00
	Salvage Vehicle Sales	\$1,400.00
	Towing Fees	\$87.50
	Foreclosure Sales	\$105,301.00
	Misc. Refund	\$0.00
	General Fund	\$0.00
	E911	\$25,000.00
	Town of Wright Reimbursement	\$0.00
	Town of Wright 911	\$0.00
	Campbell County Fire Department 911	\$0.00
	Campbell County Health 911	\$0.00
	WASCOP Grant	\$0.00
	Campbell County School District SRO.....	\$0.00
	Sheriff - 1% School Security	\$167,405.69
	SRO For 1-3 Qtrs. 19/20.....	\$0.00
	Sheriff's Account Interest (May21-Dec. 21)	\$0.00
		<u>\$306,460.44</u>

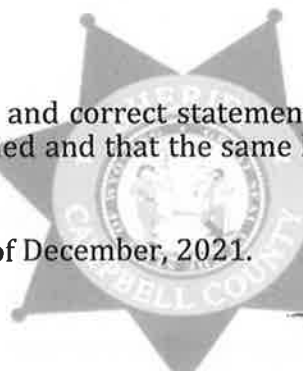
STATE OF WYOMING

§

COUNTY OF CAMPBELL

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

WITNESS my hand and seal this 1st day of December, 2021.



Scott Matheny
Sheriff of Campbell County

Sheriff's Office--Detention
Monthly Statement
November 2021

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

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

County Clerk

By _____
Deputy



MONTHLY SHERIFF'S STATEMENT-*DETENTION CENTER*

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

COUNTY SHERIFF

City of Gillette Housing	\$8,800.00
CCCF Housing	\$2,100.00
Parolee Housing	\$585.00
10 Day Housing	\$26,715.00
Restitution	\$174.50
Juvenile Housing	\$225.00
Probation Sanctions	\$840.00
Split Sentence	\$10,380.00
Split Sentence Medical	\$24.28
Blood Draw	\$150.00
Housing-Other Jurisdiction	\$130.00
Juvenile Housing	\$10,200.00
U.S. Marshal Housing	\$130.00
TOTAL	\$60,453.78

****Direct Deposit****

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

Date: 12-13-21

US Scott D. Matheny
Scott D. Matheny 17-2
Campbell County Sheriff

FISCAL YEAR 2021-2022

November 30, 2021

FIB	353153976	59,977.62
FNB	007-8	13,918,503.97
ACH	308-5	0.00
FNB CCSD	086-8	1,476,353.80
FNB Flex	568-1	31,758.27
FNB Health Benefits	315-8	2,293,373.88
FNB Special Escrow	74-4	25,114,960.27
FNB Airport PFC Account	133-3	272,291.70
FNB Library Credit Card Fees	862-1	574.73
FNB Museum Credit Card Fees	11092301	882.77
FNB North Landfill Credit Card Fees	864-8	4,914.43
FNB Narcotics Federal Forfeitures	107-4	0.00
FNB Recreation Credit Card Fees	139-2	41,041.95
FNB State Drug Forfeiture Funds	132-5	21,780.57
FNB Taxes Paid in Protest	2075305	0.73
FNB-CDSCC-Region 13 Preschool Service	24-8	0.56
FNB-CDSCC-Early Head Start	91-4	0.00
NSF Checks		10,088.74
Long & Short-Treasurer		2,100.00
Clerk-Dist Crt-Sheriff-Engineer-Landfill-Public Health-Parks & Rec-Muse		3,945.63
Cash & Currency		6,150.00
TOTAL CASH ACCOUNTS	43,258,699.62	
TOTAL TDOA'S	324,720,086.45	
Premium & Discounts		22,538.91
WGIF-Building Maintenance		40,348,970.37
WGIF-Campus Maintenance		4,181,806.65
WGIF-Campus Maintenance Tec		2,631,572.32
WGIF-Capital Replacement Reserve		96,168,876.90
WGIF-Fleet Management		6,778,439.53
WGIF-Fleet Mgmt-PLB -City		634,562.23
WGIF-Gillette College Activity & Education Center		0.00
WGIF-Gillette College Rodeo		0.00
WGIF-Jt Powers Rec Maint Fund		8,991,415.84
WGIF-Road Equipment		2,257,940.59
WGIF-1% Road Machinery Repl		891,572.68
WGIF-Short Term Future Cap Const		15,338,511.15
WYOSTAR-1% Municipalities		1,063,866.30
WYOSTAR-1% Optional		6,973,979.19
WYOSTAR-Cap Fac Excess		12,012.26
WYOSTAR-CCSD Dist Fund		45,856,082.78
WYOSTAR-Enhanced 911		285,682.36
WYOSTAR-Fleet Management		0.00
WYOSTAR-General		74,153,791.15
WYOSTAR-General Held Revenues		0.00
WYOSTAR-Health Benefits		4,038,946.42
WYOSTAR-PILT		3,535,733.95
WYOSTAR-Pronghorn Center Main Reserve		1,328,780.52
WYOSTAR-SCFM		5,477,722.02
WYOSTAR-Town of Wright Rec Maintenance		1,669,270.54
WYOSTAR-Wyoming Lottery/Off Track Betting		2,100,550.70
TOTAL		368,001,324.98

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 Dec 9th, 2021; that my statement of Cash is just, true and correct, so help me God.

Crystal Conley
County Treasurer

Subscribed and sworn to be before this 9 day of Dec, 2021.

Wesley Chandler
County Clerk

Approved by the Board of County Commissioners this..... day of

.....A.D. 20.....

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11/30/2021	
Airport	0.00
American Road	7,656.08
Antelope Valley	0.00
Bennor Estates	35,750.66
BOCHES	749,305.93
Bond Disclosure	4,500.00
Box N Ranch Rd	4,680.00
Brunsen	4,200.00
Buckskin	3,363.91
Car Company Tax	0.00
Cash Reserve	15,000,000.00
Cemetery	1,350,058.05
Central Campbell County	55,370.06
Certificates of Purchase	1,362.99
City of Gillette	1,009,050.29
Collins Heights	0.00
Cottonwood I&S	3,800.00
County Sales Tax	120.08
Country Living Acres	1,200.00
Countryside I&S	5,000.00
Crestview I & S	2,270.00
Donkey Creek	3,000.00
Eight Mile I&S	26,831.00
Fair	0.00
Fire	0.00
Foundation	17,983,357.05
Fox Park	1,785.25
Fox Ridge	9,800.00
Freedom Hills	70,908.90
General County	43,248,493.80
Graceland	22,470.00
Green Valley Estates	180.00
Health Benefits Trust	7,294,947.94
Heritage Village	14,159.27
High Country Estates	2,321.04
Highway VIN Fees	10.00
Hospital	4,495,839.76
Hospital Bond	40.43
Hospital Bond Interest	5.02
Interstate Industrial	0.00
Investments-1% Muni Jt Powers	1,063,734.80
Investments-1% Optional	6,973,979.19
Investments-Building Maintenance	40,348,970.37
Investments-Campus Maintenance	4,181,806.65
Investments-Campus Tech Center- Fund 004/027	2,631,572.32
Investments-Cap Fac Excess	70,552.93
Investments-Capital Replace Reserve	96,168,876.90
Investments-Enhanced 911 Fees	366,869.85
Investments-Fleet Management	10,562,515.03
Investments-Gillette College	0.00
Investments-Jt Powers Rec Maintenance - Fund 028	8,991,415.84
Investments-PILT	3,535,733.95
Investments-Pronghorn Center Main Reserve	1,328,780.52
Investments-SCFM County Road Funds	5,477,722.02
Investments-Short Term Future Capital Construction-Fund 69	15,338,511.15
Investments-Town of Wright Rec Maintenance-Fund 695	1,669,270.54
Investments-Wyoming Lottery/Off Track Betting	2,100,550.70
Library	0.00
Little Thunder I&S	42,423.90
Lodging Tax	(0.00)
Los Caballos	4,050.00
McKenny	1,001.38

Meadow Springs I&S	4,550.00
Means	0.00
Means, Carter, N Hannum	11,300.00
Moon Ridge	7,688.61
Motor Vehicle County Fees	0.00
Motor Vehicle State Fees	362,703.93
Motor Vehicle Non Apportioned Fees	1,224.00
Motor Vehicle Temp Sticker/paper Fee	115.00
Mobile Machinery County Fees	0.00
Mobile Machinery Pro-Rate	0.00
Motor Vehicle Pro-Rate	0.00
Motor Vehicle In Transit Permit	180.00
Motor Vehicle Temp Worker Decals	0.00
Museum	0.00
North Rangeland	3,600.00
Organ Donor Donations	19.85
Oriva Hills	34,201.18
Overbrook I&S	12,758.23
Peoples	23,863.50
Pineview	10,745.00
Pinnacle Heights	400.00
Prairieview	59,568.47
Predatory	0.00
Premium & Discounts	22,538.91
Rafter D	750.00
Recreation	0.00
Rock Road I&S	2,150.00
Rocky Point	4,826.86
Rustic Hills	9,430.00
Sales & Use Tax	1,675,351.33
School--1 Mill Optional	0.00
School--6 Mill County Wide	8,991,695.23
School--25 Mill Special School	37,465,391.29
School--BOCES	0.00
School--Cap Main	0.00
School--General School	139,134.67
School--Rec Mill	1,498,615.87
School Bond Redemption	0.00
School Bond Redemption Interest	0.00
Small Buttes	2,400.00
South Douglas Hwy	133,554.22
Southern Industrial	0.00
Southfork Estates	10,200.00
Southside	0.00
Special Escrow	24,226,580.27
Spring Hill Ranch I&S	6,216.00
Stonegate Estates	35,146.58
Sundog	5,850.00
Taxes-Transportable Homes	0.00
Taxes-2021	0.00
Taxes-Interest 2021	0.00
Taxes-2020	(0.00)
Taxes-Interest 2020	0.00
Taxes-2019	0.00
Taxes-Interest 2019	(0.00)
Taxes-2018	0.00
Taxes-Interest 2018	0.00
Taxes-2017	0.00
Taxes-Interest 2017	0.00
Taxes-2016	0.00
Taxes-Interest 2016	0.00
Taxes-2015	0.00
Taxes-Interest 2015	0.00
Taxes-2014	0.00

Taxes-Interest 2014	0.00
Taxes-2013	0.00
Taxes-Interest 2013	0.00
Taxes-2012	0.00
Taxes-Interest 2012	0.00
Taxes-2011	0.00
Taxes-Interest 2011	0.00
Taxes-2010	0.00
Taxes-Interest 2010	0.00
Taxes-2009	0.00
Taxes-Interest 2009	0.00
Taxes-2008	0.00
Taxes-Interest 2008	0.00
Taxes-2007	0.00
Taxes-Interest 2007	0.00
Taxes-2006	0.00
Taxes-Interest 2006	0.00
Taxes-2005	0.00
Taxes-Interest 2005	0.00
Taxes-2004	0.00
Taxes-Interest 2004	0.00
Taxes-2003	0.00
Taxes-Interest 2003	0.00
Taxes-2002	0.00
Taxes-Interest 2002	0.00
Taxes-2001	0.00
Taxes-Interest 2001	0.00
Taxes-2000	0.00
Taxes-Interest 2000	0.00
Taxes-1999	0.00
Taxes-Interest 1999	0.00
Taxes-1998	0.00
Taxes-Interest 1998	0.00
Taxes-1997	0.00
Taxes-Interest 1997	0.00
Taxes-1996	0.00
Taxes-Interest 1996	0.00
Taxes-1995	0.00
Taxes-Interest 1995	0.00
Taxes-1994	0.00
Taxes-Interest 1994	0.00
Taxes-1993	0.00
Taxes-Interest 1993	0.00
Taxes-1992	0.00
Taxes-Interest 1992	0.00
Taxes-1991	0.00
Taxes-Interest 1991	0.00
Taxes-1990	0.00
Taxes-Interest 1990	0.00
Taxes Paid in Protest	0.73
Town of Wright	28,198.63
Veterans Exemptions	0.00
Watercraft VIN Fees	0.00
Weed & Pest	882,314.48
Wessex Impr & Service	3,000.00
Wild Horse Creek I&S	12,900.00
Wildlife Conservation Donation	33.85
Wright Water & Sewer	41,952.74
	368,001,324.98
	368,001,324.98
	368,001,324.98
	0.00

SUMMARY

COUNTY TREASURER
of
Campbell County

11/30/2021

THE STATE OF WYOMING

ss.

County of Campbell

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

Crystal Conley, Deputy
County Treasurer

Subscribed and sworn to before me this 9 day of Dec, A.D. 2021.

Robert Saunders

County Clerk

Filed in the office of the County Clerk

, A.D. 2021

County Clerk.

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

10/20/2021
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING
COUNTY OF CAMPBELL

No: 2021-3

NAME: KODIAK GAS SERVICES

NOTICE ISSUED FOR:

NOVC#

OTHER: COMPRESSOR REPORTED IN WRONG COUNTY

☐ **PARTIAL**
☐ **REBATE**
☒ **CANCELLATION**

YEAR 2021

ACCOUNT/PARCEL# 20062062

TAX NOTICE NO. 24385

DISTRICT NO. 100

20062062

00062062

ASSESSED VALUATION: 13,463

AMOUNT: \$ 810.81

Tracy A. Clements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 12 **DAY OF** Dec, 20 21

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

V57011

Real Estate File Maintenance

Action Code: ☐

V5701

Schedule#: 20062062Owner: KODIAK GAS SERVICESReceipt#: Addr1: ATTN MERIT ADVISORSParcel ID: 17222200062062Addr2: PO BOX 330City: GAINESVILLE St TX ZIP 762410330Book Page Account: 00062062District: 100 CAMPBELL COUNTYOwner Type: 4 General PublicZone Code: Imps Code: Status: ActiveSq. Ft: Acres: Yr Blt: MarketTaxable

Land:

Imps:

Eqlz:

S: W2413 BLADE SEC 20 UNIT #0347Pers: 117,07013,463

Expt:

Lot/Sec:

State:

Block/Twnshp: Tract/Rng: Total: 117,07013,463House#: Dir: St: Suf: Unt:

F2=Et1 F4=Ad1/Nm F5=Ad1/Lgl F6=A/R F8=Note F9=N/On F10=P/D F11=BK F24=More

10-20-21

*Compressor Reported
in Whump County**Cancellation # 20H-3*

10/20/2021
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING
COUNTY OF CAMPBELL

No: 2021-4

NAME: KODIAK GAS SERVICES

NOTICE ISSUED FOR:

NOVC#

OTHER: COMPRESSOR REPORTED IN WRONG COUNTY

☐ **PARTIAL**
☐ **REBATE**
☒ **CANCELLATION**

YEAR 2021

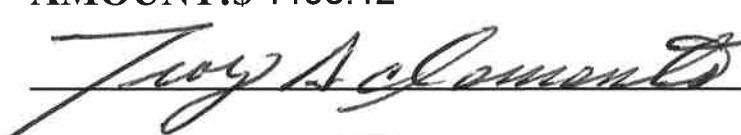
ACCOUNT/PARCEL# 20062063

TAX NOTICE NO. 24386

DISTRICT NO. 100 00062063

ASSESSED VALUATION: 19,811

AMOUNT: \$ 1193.12

 **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 12 **DAY OF** Dec, **20**21

BOARD OF COUNTY COMMISSIONERS

FILED _____, **20** ____

COUNTY CLERK

V57011

Real Estate File Maintenance

Action Code: ☐

V5701

Schedule#: 20062063Owner: KODIAK GAS SERVICESReceipt#: Addr1: ATTN MERIT ADVISORSParcel ID: 17222200062063Addr2: PO BOX 330City: GAINESVILLE St TX ZIP 762410330Book PageAccount: 00062063District: 100 CAMPBELL COUNTYOwner Type: 4 General PublicZone Code: Imps Code: Status: ActiveSq. Ft: Acres: Yr Blt: MarketTaxable

Land:

Imps:

Eqlz:

S: W2415 BLADE SEC 22 UNIT #942Pers: 172,27019,811

Expt:

Lot/Sec:

State:

Block/Twnshp: Tract/Rng:

Total:

172,27019,811House#: Dir: St: Suf: Unt:

F2=Etl F4=Adl/Nm F5=Adl/Lgl F6=A/R F8=Note F9=N/On F10=P/D F11=BK F24=More

10-20-21

*Compressor Reported
in Whang County**Cancellation # 2021-4*

10/20/2021
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES
STATE OF WYOMING
COUNTY OF CAMPBELL

No: 2021-5

NAME: KODIAK GAS SERVICES

NOTICE ISSUED FOR:

NOVC#

OTHER: COMPRESSOR REPORTED IN WRONG COUNTY

☐ **PARTIAL**
☐ **REBATE**
☒ **CANCELLATION**

YEAR 2021

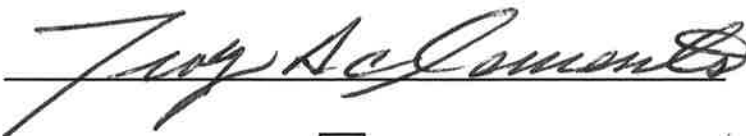
ACCOUNT/PARCEL# 20062064

TAX NOTICE NO. 24387

DISTRICT NO. 100 0062064

ASSESSED VALUATION: 11,609

AMOUNT: \$ 699.15

 **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 12 **DAY OF** Dec, 20 21

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

V57011

Real Estate File Maintenance

Action Code: ☐

V5701

Schedule#: 20062064

Owner: KODIAK GAS SERVICES

Receipt#: ☐

Addr1: ATTN MERIT ADVISORS

Parcel ID: 17222200062064

Addr2: PO BOX 330

City: GAINESVILLE St TX ZIP 762410330

Book Page

Account: 00062064

District: 100 CAMPBELL COUNTY

☐☐☐

Owner Type: 4 General Public

Zone Code: ☐Sq. Ft: ☐Imps Code: ☐Acres: ☐Status: ☐

Active

Yr Blt: ☐

Market

Taxable

Description

S: ☐

W2414 BLADE SEC 34 UNIT #0756

Land:

Imps:

Eqlz:

Pers:

100,950

11,609

Expt:

State:

Lot/Sec: ☐Block/Twnshp: ☐ Tract/Rng: ☐

Total:

100,950

11,609

House#: ☐ Dir: ☐ St: ☐Suf: ☐Unt: ☐

F2=Etl F4=Adl/Nm F5=Adl/Lgl F6=A/R F8=Note F9=N/On F10=P/D F11=BK F24=More

10-70-81

*Compressor Reported
in Whong County**Cancellation #2071-5*

10-20-21
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-7

NAME: JAMES WELDING SERVICE

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED

☐ **PARTIAL**
☐ **REBATE**
☒ **CANCELLATION**

YEAR: 2021

TAX NOTICE NO.

ACCOUNT/PARCEL# P0056355

DISTRICT NO. 0100

30056355

ASSESSED VALUATION: 1,934

AMOUNT: \$ 116.48

[Signature] **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 12 **DAY OF** Dec, **20**21

BOARD OF COUNTY COMMISSIONERS

FILED _____, **20** _____

COUNTY CLERK

Campbell County
Rachael Knust, Treasurer
2021 PERSONAL PROPERTY TAX BILL

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

P.O. Box 1027
Gillette, WY 82717

District 0100 **Parcel Number** 030056355 **State Acct. No.** P0056355 **GEO Pin** 33330005635500

JAMES WELDING SERVICE
ATTN TIMOTHY D JAMES
PO BOX 2813
GILLETTE, WY 82717-2813

Assessed Valuation
Real Estate Value 0
Improvements/Buildings Value 0
Personal Property Value 1,934

Total Valuation 1,934
Mill Levy 60.225
General Taxes 116.48
Special Taxes 0.00
Total Tax \$116.48

First Installment \$58.24

Delinquent after November 10, 2021

Second Installment \$58.24

Delinquent after May 10, 2022

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

Legal Description

LOCATION: 5107 HANNUM RD
PERSONAL PROPERTY

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

TAX DOLLAR USE

TAXING AUTHORITY	LEVY AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.235	21.74
CNTY HOSPITAL DIST TRUST FUND	3.000	5.80
CNTY SPEC CEMETERY BOARD TRUST	.901	1.74
CNTY UNIFIED SPEC DIST TRST FD	25.000	48.36
CNTY WEED & PEST BOARD TRUST	.589	1.14
COOPERATIVE HIGHER EDUC SERV	.500	.96
COUNTY WIDE SCHOOL TRUST FUND	6.000	11.60
STATE OF WY FOUND PRG TRST FND	12.000	23.20
UNIFIED SCHOOL - RECREATION	1.000	1.94
TOTAL	60.225	116.48

**Please detach and return the installment coupons
provided below with payment to:**

CAMPBELL COUNTY TREASURER
P.O. Box 1027
Gillette, WY 82717-1027

OR

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

DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2021. 2nd half installments are delinquent after May 10, 2022.

Any delinquent installment will bear interest at 18%.

Interest on first installment will be forgiven if TOTAL TAX is paid ON OR BEFORE December 31, 2021

Tax bills are always sent directly to taxpayers. Mortgage companies are provided tax information electronically.

Please contact your mortgage company directly if in doubt about payment responsibility.

THIS IS THE ONLY BILL YOU WILL RECEIVE!

**2021 FIRST INSTALLMENT COUPON
OR TOTAL TAX DUE COUPON**

JAMES WELDING SERVICE
ATTN TIMOTHY D JAMES
PO BOX 2813
GILLETTE, WY 82717-2813



Parcel# : 030056355

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): \$58.24
Total Tax (Due on or before 12/31/2021): \$116.48

2021 SECOND INSTALLMENT COUPON

JAMES WELDING SERVICE
ATTN TIMOTHY D JAMES
PO BOX 2813
GILLETTE, WY 82717-2813



Parcel# : 030056355

Second Installment (Due on or before 05/10/2022): \$58.24

10-20-21
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-8

NAME: POPS MERCANTILE LLC

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED

☐ **PARTIAL**
☐ **REBATE**
☒ **CANCELLATION**

YEAR: 2021

TAX NOTICE NO.

ACCOUNT/PARCEL# P0060536

DISTRICT NO. 0100

30060536

ASSESSED VALUATION: 238

AMOUNT: \$ 14.33

[Signature] **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 12 **DAY OF** Dec, **20**21

BOARD OF COUNTY COMMISSIONERS

FILED _____, **20** _____

COUNTY CLERK

Campbell County
Rachael Knust, Treasurer
2021 PERSONAL PROPERTY TAX BILL

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

PO. Box 1027
Gillette, WY 82717

District 0100
Parcel Number 030060536
State Acct. No. P0060536
GEO Pin 33330006053600

POPS MERCANTILE LLC
ATTN JARED DESPAIN
11 O CRT
GILLETTE, WY 82716-9617

Assessed Valuation
Real Estate Value 0
Improvements/Buildings Value 0
Personal Property Value 238

Total Valuation 238
Mill Levy 60.225
General Taxes 14.33
Special Taxes 0.00
Total Tax \$14.33

First Installment \$7.17

Delinquent after November 10, 2021

Second Installment \$7.16

Delinquent after May 10, 2022

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

Legal Description
LOCATION: 11 O CT
PERSONAL PROPERTY

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

TAX DOLLAR USE

TAXING AUTHORITY LEVY AMOUNT

CAMPBELL COUNTY GOVERNMENT	11.235	2.67
CNTY HOSPITAL DIST TRUST FUND	3.000	.72
CNTY SPEC CEMETERY BOARD TRUST	.901	.22
CNTY UNIFIED SPEC DIST TRST FD	25.000	5.94
CNTY WEED & PEST BOARD TRUST	.589	.14
COOPERATIVE HIGHER EDUC SERV	.500	.12
COUNTY WIDE SCHOOL TRUST FUND	6.000	1.42
STATE OF WY FOUND PRG TRST FND	12.000	2.86
UNIFIED SCHOOL - RECREATION	1.000	.24

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

OR

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

TOTAL 60.225 14.33

DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2021. 2nd half installments are delinquent after May 10, 2022.

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THIS IS THE ONLY BILL YOU WILL RECEIVE!

**2021 FIRST INSTALLMENT COUPON
OR TOTAL TAX DUE COUPON**

POPS MERCANTILE LLC
ATTN JARED DESPAIN
11 O CRT
GILLETTE, WY 82716-9617



Parcel#: 030060536

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): \$7.17
Total Tax (Due on or before 12/31/2021): \$14.33

2021 SECOND INSTALLMENT COUPON

POPS MERCANTILE LLC
ATTN JARED DESPAIN
11 O CRT
GILLETTE, WY 82716-9617



Parcel#: 030060536

Second Installment (Due on or before 05/10/2022): \$7.16

10-20-21
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-9

NAME: LORNMAC SERVICES LLC

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED

☐ **PARTIAL**
☐ **REBATE**
☒ **CANCELLATION**

YEAR: 2021

TAX NOTICE NO.

ACCOUNT/PARCEL# P0062170

DISTRICT NO. 0150

ASSESSED VALUATION: 475

AMOUNT: \$ 32.41

 **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 12 **DAY OF** Dec, 2021

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

Campbell County
Rachael Knust, Treasurer
2021 PERSONAL PROPERTY TAX BILL

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

PO. Box 1027
 Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin	Assessed Valuation	
0150	0P0062170	P0062170	33330006217000	Real Estate Value	0
				Improvements/Buildings Value	0
				Personal Property Value	475
				Total Valuation	475
				Mill Levy	68.225
				General Taxes	32.41
				Special Taxes	0.00
				Total Tax	\$32.41
				First Installment	\$16.21
				<i>Delinquent after November 10, 2021</i>	
				Second Installment	\$16.20
				<i>Delinquent after May 10, 2022</i>	

LORNMAC SERVICES LLC
 ATTN LORN MACILRAVIE
 4002 SILVER SPUR AVE
 GILLETTE, WY 82718-7869

*Cancel -
 Business
 Closed
 & moved
 to TX*

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	
CAMPBELL COUNTY GOVERNMENT	11.235	5.34
CITY OF GILLETTE TRUST FUND	8.000	3.80
CNTY HOSPITAL DIST TRUST FUND	3.000	1.42
CNTY SPEC CEMETERY BOARD TRUST	.901	.42
CNTY UNIFIED SPEC DIST TRST FD	25.000	11.88
CNTY WEED & PEST BOARD TRUST	.589	.28
COOPERATIVE HIGHER EDUC SERV	.500	.24
COUNTY WIDE SCHOOL TRUST FUND	6.000	2.85
STATE OF WY FOUND PRG TRST FND	12.000	5.70
UNIFIED SCHOOL - RECREATION	1.000	.48
TOTAL	68.225	32.41

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

OR

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

DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2021. 2nd half installments are delinquent after May 10, 2022.

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THIS IS THE ONLY BILL YOU WILL RECEIVE!

**2021 FIRST INSTALLMENT COUPON
 OR TOTAL TAX DUE COUPON**

LORNMAC SERVICES LLC
 ATTN LORN MACILRAVIE
 4002 SILVER SPUR AVE
 GILLETTE, WY 82718-7869



Parcel# : 0P0062170

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): \$16.21
 Total Tax (Due on or before 12/31/2021): \$32.41

2021 SECOND INSTALLMENT COUPON

LORNMAC SERVICES LLC
 ATTN LORN MACILRAVIE
 4002 SILVER SPUR AVE
 GILLETTE, WY 82718-7869



Parcel# : 0P0062170

Second Installment (Due on or before 05/10/2022): \$16.20

10-20-21
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-10

NAME: RYE DRYWALL

NOTICE ISSUED FOR:

NOVC#

OTHER: BUSINESS CLOSED

☐ **PARTIAL**
☐ **REBATE**
☒ **CANCELLATION**

YEAR: 2021

TAX NOTICE NO.

ACCOUNT/PARCEL# P0058330

DISTRICT NO. 0100

30058330

ASSESSED VALUATION: 57

AMOUNT: \$ 3.43

 **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 12 **DAY OF** Dec, 20 21

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

Campbell County**Rachael Knust, Treasurer**
2021 PERSONAL PROPERTY TAX BILL(307) 682-7268
<https://www.ccgov.net/>PO. Box 1027
Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin	Assessed Valuation	
0100	030058330	P0058330	33330005833000	Real Estate Value	0
				Improvements/Buildings Value	0
				Personal Property Value	57
				Total Valuation	57
				Mill Levy	60.225
				General Taxes	3.43
				Special Taxes	0.00
				Total Tax	\$3.43
				First Installment	\$1.72
				<i>Delinquent after November 10, 2021</i>	
				Second Installment	\$1.71
				<i>Delinquent after May 10, 2022</i>	

RYE DRYWALL
ATTN GARY & DARVA RYE
953 STATE HIGHWAY 50
GILLETTE, WY 82718-9339

*Canceled -
Business
Closed
2018*

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

Legal DescriptionLOCATION: 953 HWY 50
PERSONAL PROPERTY

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

TAX DOLLAR USE**TAXING AUTHORITY****LEVY AMOUNT**

CAMPBELL COUNTY GOVERNMENT	11.235	.64
CNTY HOSPITAL DIST TRUST FUND	3.000	.17
CNTY SPEC CEMETERY BOARD TRUST	.901	.06
CNTY UNIFIED SPEC DIST TRST FD	25.000	1.42
CNTY WEED & PEST BOARD TRUST	.589	.04
COOPERATIVE HIGHER EDUC SERV	.500	.02
COUNTY WIDE SCHOOL TRUST FUND	6.000	.34
STATE OF WY FOUND PRG TRST FND	12.000	.68
UNIFIED SCHOOL - RECREATION	1.000	.06

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

OR

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

TOTAL	60.225	3.43
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DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2021. 2nd half installments are delinquent after May 10, 2022.

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Interest on first installment will be forgiven if TOTAL TAX is paid ON OR BEFORE December 31, 2021

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THIS IS THE ONLY BILL YOU WILL RECEIVE!**2021 FIRST INSTALLMENT COUPON
OR TOTAL TAX DUE COUPON****2021 SECOND INSTALLMENT COUPON**

RYE DRYWALL
ATTN GARY & DARVA RYE
953 STATE HIGHWAY 50
GILLETTE, WY 82718-9339

RYE DRYWALL
ATTN GARY & DARVA RYE
953 STATE HIGHWAY 50
GILLETTE, WY 82718-9339



Parcel#: 030058330

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): \$1.72
Total Tax (Due on or before 12/31/2021): \$3.43



Parcel#: 030058330

Second Installment (Due on or before 05/10/2022): \$1.71

10-20-21
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-11

NAME: DOERGE KENNETH

NOTICE ISSUED FOR:

NOVC#

OTHER: MH BURNED-OWNER GONE

☐ **PARTIAL**
☐ **REBATE**
☒ **CANCELLATION**

YEAR: 2021

TAX NOTICE NO.

ACCOUNT/PARCEL# M0062237

DISTRICT NO. 0150

ASSESSED VALUATION: 258

AMOUNT: \$ 17.60

 **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 12 **DAY OF** Dec, 20 21

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

Campbell County
Rachael Knust, Treasurer
2021 MOBILE HOME TAX BILL

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

PO. Box 1027
 Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin	Assessed Valuation	
0150	0M0062237	M0062237	11110062237000	Real Estate Value	0
				Improvements/Buildings Value	258
				Personal Property Value	0
				Total Valuation	258
				Mill Levy	68.225
				General Taxes	17.60
				Special Taxes	0.00
				Total Tax	\$17.60
				First Installment	\$8.80
				<i>Delinquent after November 10, 2021</i>	
				Second Installment	\$8.80
				<i>Delinquent after May 10, 2022</i>	

DOERGE KENNETH
 500 CHURCH AVE LOT 52
 GILLETTE, WY 82716-4553

*Cancel
 MH burned
 & owner is gone*

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

Legal Description

LOT:52
 LOCATION: 500 CHURCH AVE
 MOBILE HOME: BONNAVILLA YEAR & SER UNKNOWN

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

TAX DOLLAR USE

TAXING AUTHORITY	LEVY AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.235	2.90
CITY OF GILLETTE TRUST FUND	8.000	2.06
CNTY HOSPITAL DIST TRUST FUND	3.000	.78
CNTY SPEC CEMETERY BOARD TRUST	.901	.24
CNTY UNIFIED SPEC DIST TRST FD	25.000	6.44
CNTY WEED & PEST BOARD TRUST	.589	.16
COOPERATIVE HIGHER EDUC SERV	.500	.12
COUNTY WIDE SCHOOL TRUST FUND	6.000	1.54
STATE OF WY FOUND PRG TRST FND	12.000	3.10
UNIFIED SCHOOL - RECREATION	1.000	.26
TOTAL	68.225	17.60

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

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

DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2021. 2nd half installments are delinquent after May 10, 2022.

Any delinquent installment will bear interest at 18%.

Interest on first installment will be forgiven if TOTAL TAX is paid ON OR BEFORE December 31, 2021

Tax bills are always sent directly to taxpayers. Mortgage companies are provided tax information electronically.

Please contact your mortgage company directly if in doubt about payment responsibility.

THIS IS THE ONLY BILL YOU WILL RECEIVE!

**2021 FIRST INSTALLMENT COUPON
 OR TOTAL TAX DUE COUPON**

DOERGE KENNETH
 500 CHURCH AVE LOT 52
 GILLETTE, WY 82716-4553



Parcel# : 0M0062237

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): \$8.80
 Total Tax (Due on or before 12/31/2021): \$17.60

2021 SECOND INSTALLMENT COUPON

DOERGE KENNETH
 500 CHURCH AVE LOT 52
 GILLETTE, WY 82716-4553



Parcel# : 0M0062237

Second Installment (Due on or before 05/10/2022): \$8.80

10-20-21
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-12

NAME: OILFIELD CONSULTING

NOTICE ISSUED FOR:

NOVC#

OTHER: NO ASSETS

☐ **PARTIAL**
☐ **REBATE**
☒ **CANCELLATION**

YEAR: 2021

TAX NOTICE NO.

ACCOUNT/PARCEL# P0059906

DISTRICT NO. 0100

30059906

ASSESSED VALUATION: 211

AMOUNT: \$ 12.71

 **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 12 **DAY OF** Dec, **20** 21

BOARD OF COUNTY COMMISSIONERS

FILED _____, **20** _____

COUNTY CLERK

Campbell County
Rachael Knust, Treasurer
2021 PERSONAL PROPERTY TAX BILL

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

PO. Box 1027
 Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin	Assessed Valuation	
0100	030059906	P0059906	33330005990600	Real Estate Value	0
				Improvements/Buildings Value	0
				Personal Property Value	211
				Total Valuation	211
				Mill Levy	60.225
				General Taxes	12.71
				Special Taxes	0.00
				Total Tax	\$12.71
				First Installment	\$6.36
				<i>Delinquent after November 10, 2021</i>	
				Second Installment	\$6.35
				<i>Delinquent after May 10, 2022</i>	

OILFIELD CONSULTING
 ATTN TRAVIS JAMES LARSEN
 PO BOX 1026
 GILLETTE, WY 82717-1026

*Cancel -
 No Assets*

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

Legal Description

LOCATION: 5008 STAMPEDE DR
 PERSONAL PROPERTY

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

TAX DOLLAR USE

TAXING AUTHORITY	LEVY AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.235	2.37
CNTY HOSPITAL DIST TRUST FUND	3.000	.64
CNTY SPEC CEMETERY BOARD TRUST	.901	.18
CNTY UNIFIED SPEC DIST TRST FD	25.000	5.28
CNTY WEED & PEST BOARD TRUST	.589	.12
COOPERATIVE HIGHER EDUC SERV	.500	.10
COUNTY WIDE SCHOOL TRUST FUND	6.000	1.26
STATE OF WY FOUND PRG TRST FND	12.000	2.54
UNIFIED SCHOOL - RECREATION	1.000	.22
TOTAL	60.225	12.71

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

OR

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

DUE DATES AND PAYMENT INFORMATION

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**2021 FIRST INSTALLMENT COUPON
 OR TOTAL TAX DUE COUPON**

OILFIELD CONSULTING
 ATTN TRAVIS JAMES LARSEN
 PO BOX 1026
 GILLETTE, WY 82717-1026



Parcel# : 030059906

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): \$6.36
 Total Tax (Due on or before 12/31/2021): \$12.71

2021 SECOND INSTALLMENT COUPON

OILFIELD CONSULTING
 ATTN TRAVIS JAMES LARSEN
 PO BOX 1026
 GILLETTE, WY 82717-1026



Parcel# : 030059906

Second Installment (Due on or before 05/10/2022): \$6.35

10-20-21
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-13

NAME: WESTERN MIDSTREAM OPERATING LP

NOTICE ISSUED FOR:

NOVC#

OTHER: NO ASSETS

☐ **PARTIAL**
☐ **REBATE**
☒ **CANCELLATION**

YEAR: 2021

TAX NOTICE NO.

ACCOUNT/PARCEL# 00058032

DISTRICT NO. 0100

20058032

ASSESSED VALUATION: 5,716

AMOUNT: \$ 344.25

[Signature] **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 12 **DAY OF** Dec, 2021

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

Campbell County
Rachael Knust, Treasurer
2021 OIL AND GAS TAX BILL

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

PO. Box 1027
 Gillette, WY 82717

District 0100 **Parcel Number** 020058032 **State Acct. No.** 00058032 **GEO Pin** 22220005803200

WESTERN MIDSTREAM OPERATING LP
 ATTN KARI RODGERS
 900 CAMEL DR NO GG508
 GILLETTE, WY 82716-4966

Assessed Valuation
 Real Estate Value 0
 Improvements/Buildings Value 0
 Personal Property Value 5,716

Total Valuation 5,716
 Mill Levy 60.225
 General Taxes 344.25
 Special Taxes 0.00
Total Tax \$344.25

First Installment \$172.13

Delinquent after November 10, 2021

Second Installment \$172.12

Delinquent after May 10, 2022

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

Legal Description

EQUIP AND MATERIAL YARDS

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

TAX DOLLAR USE

TAXING AUTHORITY	LEVY AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.235	64.22
CNTY HOSPITAL DIST TRUST FUND	3.000	17.14
CNTY SPEC CEMETERY BOARD TRUST	.901	5.15
CNTY UNIFIED SPEC DIST TRST FD	25.000	142.90
CNTY WEED & PEST BOARD TRUST	.589	3.36
COOPERATIVE HIGHER EDUC SERV	.500	2.86
COUNTY WIDE SCHOOL TRUST FUND	6.000	34.30
STATE OF WY FOUND PRG TRST FND	12.000	68.60
UNIFIED SCHOOL - RECREATION	1.000	5.72
TOTAL	60.225	344.25

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 CAMPBELL COUNTY TREASURER
 PO. Box 1027
 Gillette, WY 82717-1027

OR

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

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**2021 FIRST INSTALLMENT COUPON
 OR TOTAL TAX DUE COUPON**

WESTERN MIDSTREAM OPERATING LP
 ATTN KARI RODGERS
 900 CAMEL DR NO GG508
 GILLETTE, WY 82716-4966



Parcel#: 020058032

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): \$172.13
 Total Tax (Due on or before 12/31/2021): \$344.25

2021 SECOND INSTALLMENT COUPON

WESTERN MIDSTREAM OPERATING LP
 ATTN KARI RODGERS
 900 CAMEL DR NO GG508
 GILLETTE, WY 82716-4966



Parcel#: 020058032

Second Installment (Due on or before 05/10/2022): \$172.12

10-20-21
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-15

NAME: ERICKSON JASON T

NOTICE ISSUED FOR:

NOVC#

OTHER: ADDED VETERANS EXEMPTION

☒ **PARTIAL**
☐ **REBATE**
☒ **CANCELLATION**

YEAR: 2021

TAX NOTICE NO.

ACCOUNT/PARCEL# R0048431

DISTRICT NO. 0150

p# 10048431

ASSESSED VALUATION: 3,000

AMOUNT:\$ 204.68

 **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 12 **DAY OF** Dec, 20 21

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

ADMINNO: 13100

TAXROLL CORRECTION
Tax Year: 2021

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Name: ERICKSON JASON T

Account #: R0048431

Map #: 4972091

Address: 710 SAKO DR

Parcel #: 49720910300600

GILLETTE, WY 82718-4162

Account Type: Residential

Sub\Lot\Block: 1374 \ 6 \ 2

Legal Desc: REMINGTON EST PH II, LOT 6 BLOCK 2

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

Tax District:	0150	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty \$
Prior Values		\$303,764.00	\$28,858.00	68.2250	\$1,968.84	\$0.00
Adjusted Values		\$303,764.00	\$25,858.00	68.2250	\$1,764.16	\$0.00
Difference	No Value Change	\$0.00	-\$3,000.00	0.0000	-\$204.68	\$0.00

Reason: ADDED VETERANS EXEMPTION - DECREASED ASSESSED VALUE/TAXES

Appraiser

Date

Reviewed By

Date

Signature

Date

10/19/2021

Campbell County
Rachael Knust, Treasurer
2021 REAL ESTATE TAX BILL

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

PO. Box 1027
 Gillette, WY 82717

District 0150 **Parcel Number** 010048431 **State Acct. No.** R0048431 **GEO Pin** 49720910300600

ERICKSON JASON T
 710 SAKO DR
 GILLETTE, WY 82718-4162

Assessed Valuation	
Real Estate Value	5,175
Improvements/Buildings Value	23,683
Personal Property Value	0
Veteran's Exemption Value	3,000
Total Valuation	25,858
Mill Levy	68.225
General Taxes	779.73
Special Taxes	0.00
Total Tax	\$779.73
First Installment	\$0.00
<i>Delinquent after</i>	
Second Installment	\$779.73
<i>Delinquent after May 10, 2022</i>	

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

Legal Description

LOT:6 BLK:2
 LOCATION: 710 SAKO DR
 REMINGTON EST PH II, LOT 6 BLOCK 2

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

10/20/2021 Partial Cancellation #2021-15 added veterans exemption

TAXING AUTHORITY	LEVY AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.235	128.40
CITY OF GILLETTE TRUST FUND	8.000	91.43
CNTY HOSPITAL DIST TRUST FUND	3.000	34.29
CNTY SPEC CEMETERY BOARD TRUST	.901	10.30
CNTY UNIFIED SPEC DIST TRST FD	25.000	285.72
CNTY WEED & PEST BOARD TRUST	.589	6.73
COOPERATIVE HIGHER EDUC SERV	.500	5.71
COUNTY WIDE SCHOOL TRUST FUND	6.000	68.57
STATE OF WY FOUND PRG TRST FND	12.000	137.15
UNIFIED SCHOOL - RECREATION	1.000	11.43
TOTAL	68.225	779.73

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

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

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**2021 FIRST INSTALLMENT COUPON
 OR TOTAL TAX DUE COUPON**

ERICKSON JASON T
 710 SAKO DR
 GILLETTE, WY 82718-4162



Parcel# : 010048431

Please Circle Which Amount You Are Paying:

First Installment (Due on or before): \$0.00
 Total Tax (Due on or before 12/31/2021): \$779.73

2021 SECOND INSTALLMENT COUPON

ERICKSON JASON T
 710 SAKO DR
 GILLETTE, WY 82718-4162



Parcel# : 010048431

Second Installment (Due on or before 05/10/2022): \$779.73

ADMINNO: 13100

TAXROLL CORRECTION
Tax Year: 2021

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Name: ERICKSON JASON T

Account #: R0048431

Map #: 4972091

Address: 710 SAKO DR

Parcel #: 49720910300600

GILLETTE, WY 82718-4162

Account Type Residential

Sub\Lot\Block 1374 \ 6 \ 2

Legal Desc: REMINGTON EST PH II, LOT 6 BLOCK 2

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

Tax District:	0150	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty \$
Prior Values		\$303,764.00	\$28,858.00	68.2250	\$1,968.84	\$0.00
Adjusted Values		\$303,764.00	\$25,858.00	68.2250	\$1,764.16	\$0.00
Difference	No Value Change	\$0.00	-\$3,000.00	0.0000	-\$204.68	\$0.00

Reason ADDED VETERANS EXEMPTION - DECREASED ASSESSED VALUE/TAXES

Appraiser

Date

Reviewed By

Date

Signature

Date

10/19/2021

10-20-21
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-16

NAME: LEITZKE INVESTMENTS LLC

NOTICE ISSUED FOR:

NOVC#

OTHER: VALUE CHANGE

☒ **PARTIAL**
☐ **REBATE**
☒ **CANCELLATION**

YEAR: 2021

TAX NOTICE NO.

ACCOUNT/PARCEL# R0061915

DISTRICT NO. 0150

ASSESSED VALUATION: 19,399

AMOUNT: \$ 1323.50

 **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 12 **DAY OF** Dec, 20 21

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

ADMINNO: 13101

TAXROLL CORRECTION
Tax Year: 2021

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type: **Name:** LEITZKE INVESTMENTS LLC
Account #: R0061915
Map #: 4972034C **Address:** 333 ELK VALLEY RD
Parcel #: 49720340400200
Account Type: Commercial GILLETTE, WY 82718-7629
Sub\Lot\Block: 67 \ 1A \
Legal Desc: ASPEN HEIGHTS II ADD, LOT 1A

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

Tax District: 0150	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty \$
Prior Values	\$588,898.00	\$55,945.00	68.2250	\$3,816.85	\$0.00
Adjusted Values	\$384,694.00	\$36,546.00	68.2250	\$2,493.35	\$0.00
Difference Decrease Tax Roll	-\$204,204.00	-\$19,399.00	0.0000	-\$1,323.50	\$0.00

Reason DELETED IMPROVEMENTS

Appraiser **Date**

Reviewed By **Date**

Signature **Date**

10/19/2021

Campbell County
Rachael Knust, Treasurer
2021 REAL ESTATE TAX BILL

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

PO. Box 1027
 Gillette, WY 82717

District 0150 **Parcel Number** 0R0061915 **State Acct. No.** R0061915 **GEO Pin** 49720340400200

Assessed Valuation
 Real Estate Value 36,546
 Improvements/Buildings Value 0
 Personal Property Value 0

LEITZKE INVESTMENTS LLC
 333 ELK VALLEY RD
 GILLETTE, WY 82718-7629

Total Valuation 36,546
 Mill Levy 68.225
 General Taxes 584.92
 Special Taxes 0.00
Total Tax \$584.92

First Installment \$0.00
Delinquent after
Second Installment \$584.92
Delinquent after May 10, 2022

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

Legal Description

LOT:1A
 ASPEN HEIGHTS II ADD, LOT 1A

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

10/20/2021 Partial Cancellation #2021-16 value change deleted improvements

TAXING AUTHORITY	LEVY AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.235	96.32
CITY OF GILLETTE TRUST FUND	8.000	68.59
CNTY HOSPITAL DIST TRUST FUND	3.000	25.72
CNTY SPEC CEMETERY BOARD TRUST	.901	7.72
CNTY UNIFIED SPEC DIST TRST FD	25.000	214.34
CNTY WEED & PEST BOARD TRUST	.589	5.05
COOPERATIVE HIGHER EDUC SERV	.500	4.29
COUNTY WIDE SCHOOL TRUST FUND	6.000	51.44
STATE OF WY FOUND PRG TRST FND	12.000	102.88
UNIFIED SCHOOL - RECREATION	1.000	8.57
TOTAL	68.225	584.92

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

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

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**2021 FIRST INSTALLMENT COUPON
 OR TOTAL TAX DUE COUPON**

LEITZKE INVESTMENTS LLC
 333 ELK VALLEY RD
 GILLETTE, WY 82718-7629



Parcel#: 0R0061915

Please Circle Which Amount You Are Paying:

First Installment (Due on or before): \$0.00
 Total Tax (Due on or before 12/31/2021): \$584.92

2021 SECOND INSTALLMENT COUPON

LEITZKE INVESTMENTS LLC
 333 ELK VALLEY RD
 GILLETTE, WY 82718-7629



Parcel#: 0R0061915

Second Installment (Due on or before 05/10/2022): \$584.92

ADMINNO: 13101

TAXROLL CORRECTION
Tax Year: 2021

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Name: LEITZKE INVESTMENTS LLC

Account #: R0061915

Map #: 4972034C

Address: 333 ELK VALLEY RD

Parcel #: 49720340400200

GILLETTE, WY 82718-7629

Account Type Commercial

Sub\Lot\Block 67 \ 1A \

Legal Desc: ASPEN HEIGHTS II ADD, LOT 1A

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

Tax District: 0150	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty \$
Prior Values	\$588,898.00	\$55,945.00	68.2250	\$3,816.85	\$0.00
Adjusted Values	\$384,694.00	\$36,546.00	68.2250	\$2,493.35	\$0.00
Difference Decrease Tax Roll	-\$204,204.00	-\$19,399.00	0.0000	-\$1,323.50	\$0.00

Reason DELETED IMPROVEMENTS

Appraiser

Date

Reviewed By

Date

Signature

Date

10/19/2021

11-30-21
10-20-21
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

**STATE OF WYOMING
COUNTY OF CAMPBELL**

No: 2021-17

NAME: SIMMONS DANIEL J

NOTICE ISSUED FOR:

NOVC#

OTHER: PARTIAL VALUE CANCELLATION-HOME FIRE

- ☒ **PARTIAL**
- ☐ **REBATE**
- ☒ **CANCELLATION**

YEAR: 2021

TAX NOTICE NO.

ACCOUNT/PARCEL# R0046570

DISTRICT NO. 0150

ASSESSED VALUATION: 7,297

AMOUNT:\$ 497.84

 **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 12 **DAY OF** Dec, 2021

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

_____ **COUNTY CLERK**

Campbell County
Rachael Knust, Treasurer
2021 REAL ESTATE TAX BILL

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

PO. Box 1027
 Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin	Assessed Valuation	
0150	010046570	R0046570	50721320300700	Real Estate Value	3,992
				Improvements/Buildings Value	14,594
				Personal Property Value	0
				Total Valuation	18,586
				Mill Levy	68.225
				General Taxes	1,268.03
				Special Taxes	0.00
				Total Tax	\$1,268.03
				First Installment	\$634.02
				<i>Delinquent after November 10, 2021</i>	
				Second Installment	\$634.01
				<i>Delinquent after May 10, 2022</i>	

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

Legal Description

LOT:7 BLK:3
 LOCATION: 1803 PLUMCREEK AVE
 BITTERCREEK EST, LOT 7 BLOCK 3

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

TAX DOLLAR USE

TAXING AUTHORITY	LEVY AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.235	208.82
CITY OF GILLETTE TRUST FUND	8.000	148.68
CNTY HOSPITAL DIST TRUST FUND	3.000	55.76
CNTY SPEC CEMETERY BOARD TRUST	.901	16.74
CNTY UNIFIED SPEC DIST TRST FD	25.000	464.65
CNTY WEED & PEST BOARD TRUST	.589	10.94
COOPERATIVE HIGHER EDUC SERV	.500	9.30
COUNTY WIDE SCHOOL TRUST FUND	6.000	111.52
STATE OF WY FOUND PRG TRST FND	12.000	223.04
UNIFIED SCHOOL - RECREATION	1.000	18.58
TOTAL	68.225	1,268.03

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 provided below with payment to:**
 CAMPBELL COUNTY TREASURER
 PO. Box 1027
 Gillette, WY 82717-1027

OR

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

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THIS IS THE ONLY BILL YOU WILL RECEIVE!

**2021 FIRST INSTALLMENT COUPON
 OR TOTAL TAX DUE COUPON**

SIMMONS DANIEL J
 1803 PLUMCREEK AVE
 GILLETTE, WY 82716-2271



Parcel# : 010046570

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): \$634.02
 Total Tax (Due on or before 12/31/2021): \$1,268.03

2021 SECOND INSTALLMENT COUPON

SIMMONS DANIEL J
 1803 PLUMCREEK AVE
 GILLETTE, WY 82716-2271



Parcel# : 010046570

Second Installment (Due on or before 05/10/2022): \$634.01

10-20-21
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-18

NAME: HERBST MATTHEW TRUST

NOTICE ISSUED FOR:

NOVC#

OTHER: PARTIAL VALUE CANCELLATION-HOME FIRE

☒ **PARTIAL**
☐ **REBATE**
☒ **CANCELLATION**

YEAR: 2021

TAX NOTICE NO.

ACCOUNT/PARCEL# R0009903

DISTRICT NO. 0184

ASSESSED VALUATION: 96,382

AMOUNT: \$ 551.42

*no special on
this notice*

Troy McCombs **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 12 **DAY OF** Dec, 20 21

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

Campbell County
Rachael Knust, Treasurer
2021 REAL ESTATE TAX BILL

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

PO. Box 1027
 Gillette, WY 82717

District 0184 **Parcel Number** 000009903 **State Acct. No.** R0009903 **GEO Pin** 50700000109700

HERBST MATTHEW TRUST
 152 BRUNSEN RD
 ROZET, WY 82727-8801

*Cancel 2nd 1/2
 home taxes
 House Fire
 8-10-21*

Assessed Valuation
 Real Estate Value 4,726
 Improvements/Buildings Value 20,073
 Personal Property Value 0

Total Valuation 24,799
 Mill Levy 60.225
 General Taxes 1,493.52
 Special Taxes 0.00

Total Tax \$1,493.52

First Installment \$746.76

Delinquent after November 10, 2021

Second Installment \$746.76

Delinquent after May 10, 2022

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

Legal Description

SN:31 TWN:50 RNG:70
 LOCATION: 152 BRUNSEN RD
 S31 T50 R70 SENE PT

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

TAX DOLLAR USE

TAXING AUTHORITY

LEVY AMOUNT

CAMPBELL COUNTY GOVERNMENT	11.235	278.62
CNTY HOSPITAL DIST TRUST FUND	3.000	74.40
CNTY SPEC CEMETERY BOARD TRUST	.901	22.34
CNTY UNIFIED SPEC DIST TRST FD	25.000	619.98
CNTY WEED & PEST BOARD TRUST	.589	14.60
COOPERATIVE HIGHER EDUC SERV	.500	12.40
COUNTY WIDE SCHOOL TRUST FUND	6.000	148.80
STATE OF WY FOUND PRG TRST FND	12.000	297.58
UNIFIED SCHOOL - RECREATION	1.000	24.80

original bill

**Please detach and return the installment coupons
 provided below with payment to:**

CAMPBELL COUNTY TREASURER
 PO. Box 1027
 Gillette, WY 82717-1027

OR

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

TOTAL	60.225	1,493.52
--------------	--------	----------

DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2021. 2nd half installments are delinquent after May 10, 2022.

Any delinquent installment will bear interest at 18%.

Interest on first installment will be forgiven if TOTAL TAX is paid ON OR BEFORE December 31, 2021

Tax bills are always sent directly to taxpayers. Mortgage companies are provided tax information electronically.

Please contact your mortgage company directly if in doubt about payment responsibility.

THIS IS THE ONLY BILL YOU WILL RECEIVE!

**2021 FIRST INSTALLMENT COUPON
 OR TOTAL TAX DUE COUPON**

HERBST MATTHEW TRUST
 152 BRUNSEN RD
 ROZET, WY 82727-8801



Parcel# : 000009903

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): \$746.76
 Total Tax (Due on or before 12/31/2021): \$1,493.52

2021 SECOND INSTALLMENT COUPON

HERBST MATTHEW TRUST
 152 BRUNSEN RD
 ROZET, WY 82727-8801



Parcel# : 000009903

Second Installment (Due on or before 05/10/2022): \$746.76

Campbell County
Rachael Knust, Treasurer
2021 REAL ESTATE TAX BILL

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

PO. Box 1027
Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin	Assessed Valuation	
0184	000009903	R0009903	50700000109700	Real Estate Value	4,726
				Improvements/Buildings Value	10,917
				Personal Property Value	0
				Total Valuation	15,643
				Mill Levy	60.225
				General Taxes	195.34
				Special Taxes	0.00
				Total Tax	\$195.34
				First Installment	\$0.00
				<i>Delinquent after</i>	
				Second Installment	\$195.34
				<i>Delinquent after May 10, 2022</i>	

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

Legal Description

SN:31 TWN:50 RNG:70
LOCATION: 152 BRUNSEN RD
,S31 T50 R70 SENE PT

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

10/20/2021 Partial Cancellation #2021-18 Home Fire

TAXING AUTHORITY

LEVY AMOUNT

CAMPBELL COUNTY GOVERNMENT	11.235	36.44
CNTY HOSPITAL DIST TRUST FUND	3.000	9.73
CNTY SPEC CEMETERY BOARD TRUST	.901	2.92
CNTY UNIFIED SPEC DIST TRST FD	25.000	81.09
CNTY WEED & PEST BOARD TRUST	.589	1.91
COOPERATIVE HIGHER EDUC SERV	.500	1.62
COUNTY WIDE SCHOOL TRUST FUND	6.000	19.46
STATE OF WY FOUND PRG TRST FND	12.000	38.92
UNIFIED SCHOOL - RECREATION	1.000	3.25

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provided below with payment to:**
CAMPBELL COUNTY TREASURER
PO. Box 1027
Gillette, WY 82717-1027

OR

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

TOTAL	60.225	195.34
-------	--------	--------

DUE DATES AND PAYMENT INFORMATION

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THIS IS THE ONLY BILL YOU WILL RECEIVE!

**2021 FIRST INSTALLMENT COUPON
OR TOTAL TAX DUE COUPON**

HERBST MATTHEW TRUST
152 BRUNSEN RD
ROZET, WY 82727-8801



Parcel#: 000009903

Please Circle Which Amount You Are Paying:

First Installment (Due on or before): \$0.00
Total Tax (Due on or before 12/31/2021): \$195.34

2021 SECOND INSTALLMENT COUPON

HERBST MATTHEW TRUST
152 BRUNSEN RD
ROZET, WY 82727-8801



Parcel#: 000009903

Second Installment (Due on or before 05/10/2022): \$195.34

10-20-21
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-19

NAME: FERGUSON JOHN W & COLEEN A

NOTICE ISSUED FOR:

NOVC#

OTHER: PARTIAL VALUE CANCELLATION-HOME FIRE

☒ **PARTIAL**
☐ **REBATE**
☒ **CANCELLATION**

YEAR: 2021

TAX NOTICE NO.

ACCOUNT/PARCEL# R0019735

DISTRICT NO. 0116

ASSESSED VALUATION: 70,671

AMOUNT: \$ 404.35

 **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 12 **DAY OF** Dec, 2021

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 _____

COUNTY CLERK

Campbell County

Rachael Knust, Treasurer
2021 REAL ESTATE TAX BILL

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

PO. Box 1027
Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin	Assessed Valuation	
0116	000019735	R0019735	50711430100400	Real Estate Value	3,373
				Improvements/Buildings Value	14,461
				Personal Property Value	0
				Total Valuation	17,834
				Mill Levy	60.225
				General Taxes	1,074.05
				Special Taxes	263.96
				Total Tax	\$1,338.01
				First Installment	\$669.01
				<i>Delinquent after November 10, 2021</i>	
				Second Installment	\$669.00
				<i>Delinquent after May 10, 2022</i>	

FERGUSON JOHN W & COLEEN A
22 EMERALD AVE
GILLETTE, WY 82716-9796

*Cancel 2nd 1/2
Home taxes
House fire
9-26-21*

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

Legal Description

LOT:4
LOCATION: 22 EMERALD AVE
GOLDEN MEADOWS SUB, LOT 4

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

TAX DOLLAR USE

TAXING AUTHORITY	LEVY AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.235	200.36
CNTY HOSPITAL DIST TRUST FUND	3.000	53.50
CNTY SPEC CEMETERY BOARD TRUST	.901	16.07
CNTY UNIFIED SPEC DIST TRST FD	25.000	445.85
CNTY WEED & PEST BOARD TRUST	.589	10.50
COOPERATIVE HIGHER EDUC SERV	.500	8.92
COUNTY WIDE SCHOOL TRUST FUND	6.000	107.00
STATE OF WY FOUND PRG TRST FND	12.000	214.01
UNIFIED SCHOOL - RECREATION	1.000	17.84
SPECIAL TAXES		
AMERICAN ROAD W & S	.000	263.96
TOTAL	60.225	1,338.01

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

OR

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<https://itax.tylertech.com/CampbellWY/>

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2021 FIRST INSTALLMENT COUPON OR TOTAL TAX DUE COUPON

FERGUSON JOHN W & COLEEN A
22 EMERALD AVE
GILLETTE, WY 82716-9796



Parcel#: 000019735

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): \$669.01
Total Tax (Due on or before 12/31/2021): \$1,338.01

2021 SECOND INSTALLMENT COUPON

FERGUSON JOHN W & COLEEN A
22 EMERALD AVE
GILLETTE, WY 82716-9796



Parcel#: 000019735

Second Installment (Due on or before 05/10/2022): \$669.00

Campbell County
Rachael Knust, Treasurer
2021 REAL ESTATE TAX BILL

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

PO. Box 1027
 Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin	Assessed Valuation	
0116	000019735	R0019735	50711430100400	Real Estate Value	3,373
				Improvements/Buildings Value	7,747
				Personal Property Value	0
				Total Valuation	11,120
				Mill Levy	60.225
				General Taxes	132.67
				Special Taxes	131.98
				Total Tax	\$264.65
				First Installment	\$0.00
				<i>Delinquent after</i>	
				Second Installment	\$264.65
				<i>Delinquent after May 10, 2022</i>	

FERGUSON JOHN W & COLEEN A
 22 EMERALD AVE
 GILLETTE, WY 82716-9796

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

Legal Description

LOT:4
 LOCATION: 22 EMERALD AVE
 GOLDEN MEADOWS SUB, LOT 4

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

10/20/2021 Partial Cancellation #2021-19 Home Fire

TAXING AUTHORITY	LEVY AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.235	24.75
CNTY HOSPITAL DIST TRUST FUND	3.000	6.61
CNTY SPEC CEMETERY BOARD TRUST	.901	1.98
CNTY UNIFIED SPEC DIST TRST FD	25.000	55.07
CNTY WEED & PEST BOARD TRUST	.589	1.30
COOPERATIVE HIGHER EDUC SERV	.500	1.10
COUNTY WIDE SCHOOL TRUST FUND	6.000	13.22
STATE OF WY FOUND PRG TRST FND	12.000	26.44
UNIFIED SCHOOL - RECREATION	1.000	2.20
SPECIAL TAXES		
AMERICAN ROAD W & S	.000	131.98
TOTAL	60.225	264.65

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 CAMPBELL COUNTY TREASURER
 PO. Box 1027
 Gillette, WY 82717-1027

OR
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<https://itax.tylertech.com/CampbellWY/>

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**2021 FIRST INSTALLMENT COUPON
 OR TOTAL TAX DUE COUPON**

FERGUSON JOHN W & COLEEN A
 22 EMERALD AVE
 GILLETTE, WY 82716-9796



Parcel#: 000019735

Please Circle Which Amount You Are Paying:

First Installment (Due on or before): \$0.00
 Total Tax (Due on or before 12/31/2021): \$264.65

2021 SECOND INSTALLMENT COUPON

FERGUSON JOHN W & COLEEN A
 22 EMERALD AVE
 GILLETTE, WY 82716-9796



Parcel#: 000019735

Second Installment (Due on or before 05/10/2022): \$264.65

10/20/21
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-20

NAME: BRESNAN COMMUNICATION LLC WYOMING

NOTICE ISSUED FOR:

NOVC#

OTHER: VALUE ON WRONG ACCOUNT

☐ **PARTIAL**
☐ **REBATE**
☒ **CANCELLATION**

YEAR: 2021

TAX NOTICE NO. 24097

ACCOUNT/PARCEL# 50050627

DISTRICT NO. 176

ASSESSED VALUATION: 2

AMOUNT:\$.12

Troy S. Clements **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS 12 **DAY OF** Dec **, 20**21

BOARD OF COUNTY COMMISSIONERS

FILED _____ **, 20** _____

_____ **COUNTY CLERK**

V57011
V5701

Real Estate File Maintenance

Action Code: I

Schedule#: 50050627

Owner: BRESNAN COMMUNICATIONS LLC WYOMING

Receipt#:

Addr1: ATTN JOHN REED

Parcel ID: 17555500050627

Addr2: PO BOX 7467

City: CHARLOTTE St NC ZIP 282417467

Book Page

Account: C0050627

District: 176 SMALL BUTTES IMPRV & SERV

Owner Type: 2 Dept of Revenue

Zone Code:

Imps Code:

Status: Active

Sq. Ft:

Acres:

Yr Blt:

Market

Taxable

Land:

Imps:

Eqlz:

Pers:

Expt:

Description

S:

CERTIFIED BY DOR-TELEPHONE SYSTEMS

Lot/Sec:

Block/Twnshp: Tract/Rng:

House#: Dir: St: Suf: Unt:

State: 2

Total: 2

F2=Etl F4=Adl/Nm F5=Adl/Lgl F6=A/R F8=Note F9=N/On F10=P/D F11=BK F24=More

10-20-21

*Value on Wing
Account.*

Cancellation # 2021-20

*Gr Added Roll
see Ser # 50629*

ADMINNO: 13119

TAXROLL CORRECTION
Tax Year: 2021

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Account #: C0050627

Map #:

Parcel #:

Account Type State Assessed

Sub\Lot\Block

Legal Desc:

Name: BRESNAN COMMUNICATIONS LLC WYOMING

ATTN JOHN REED

Address: PO BOX 7467

CHARLOTTE , NC 28241-7467

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

Tax District:	0176	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty \$
Prior Values		\$2.00	\$2.00	60.2250	\$0.12	\$0.00
Adjusted Values		\$0.00	\$0.00	60.2250	\$0.00	\$0.00
Difference	Decrease Tax Roll	-\$2.00	-\$2.00	0.0000	-\$0.12	\$0.00

Reason 10-20-21 CANCELLATION #2021-20 VALUE ON WRONG ACCOUNT, FOR ADDED ROLL SEE SCH #50629.

Appraiser

Date

Reviewed By

Date

Signature

Date

10/20/2021

**OFFICE**

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

Carol J. Seeger
Executive Director of Administration

BOARD OF COMMISSIONERS

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

December 21, 2021

To Whom It May Concern:

On behalf of the Board of Campbell County Commissioners, please accept this letter in support of the application submitted by the Gillette College Foundation and Gillette Community College District (GCCD) for the Economic Development Administration (EDA) funding opportunity under the American Rescue Plan Act Good Jobs Challenge.

We strongly support this grant application and its focus on the continued community partnerships that work to grow our regional economy and associated workforce by building workforce training programs. This is an excellent opportunity for our community to assist individuals to work on skill development to supply a workforce in high demand from our industry and labor markets. The proposed development and implementation of a workforce training program and creation of an Industry Safety Training Department at Gillette Community College will bring awareness to available programs, promote the need for economic stability through workforce development, and support regional industries as they hire new employees and work to promote current employees.

The Gillette College Foundation and Gillette Community College District have our continued support as they pursue this grant opportunity and work to provide this valuable training program to Campbell County and the surrounding areas.

Sincerely,

Robert L. Maul, Chairman
Board of Campbell County Commissioners

2021-100

Position Vacancy Justification

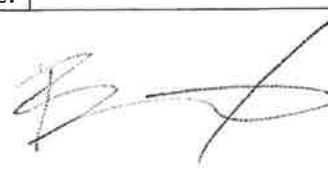
Department:	Airport		Date:	12/6/21	
Position Title:	Airport Operations Tech I				
Classification Grade:	105	Current Salary of Incumbent:	\$26.27		
Salary Range:	Min \$ 17.43	Mid \$ 21.78	Max \$26.14		
Justification for Hiring Position:	Hired the Director of Operations position from within the department.				
Termed Incumbent:					
Position Originated:	Position originated due to promotion from within it is a budgeted position.				
Funding Source for Position:	County: Yes	State: No	Federal: No	Other: No	Explain Other:
Status Code:	Full-Time Yes	Part-Time No	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Termination: No		Replacement due to Retirement: No		New Position: No
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 12/6/2021				
Commissioner Approval & Date:					

 12/6/21

2021-099

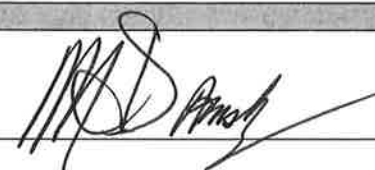
Position Vacancy Justification

Department:	Children's Developmental Services of Campbell County			Date:	Dec. 3, 2021
Position Title:	Early Head Start Home Visitor				
Classification Grade:	108	Current Salary of Incumbent:	\$50,632.67		
Salary Range:	Min \$46,942.16	Mid \$58,677.70	Max \$70,413.24		
Justification for Hiring Position:	To work with parents and families to develop, plan, supervise, and implement positive early childhood experiences; ensure compliance with Early Head Start (EHS) Performance Standards, the National Association for the Education of Young Children accreditation criteria, and Developmentally Appropriate Practices.				
Termed Incumbent:					
Position Originated:	N/A				
Funding Source for Position:	County: Yes	State: No	Federal: Yes	Other: No	Explain Other:
Status Code:	Full-Time Yes	Part-Time No	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Termination: Yes		Replacement due to Retirement: No		New Position: No
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 12/6/2021				
Commissioner Approval & Date:					

 12/6/21

2021-101

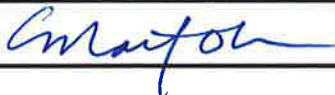
Position Vacancy Justification

Department:	County Attorney's Office		Date:	12/15/21	
Position Title:	Deputy County Attorney				
Classification Grade:	113	Current Salary of Incumbent:	\$85,181.60/Yr.		
Salary Range:	Min \$75,600.81	Mid \$85,910.02	Max \$113,401.22		
Justification for Hiring Position:	Current caseload requires this position be filled				
Termed Incumbent:					
Position Originated:	County				
Funding Source for Position:	County: Yes	State: No	Federal: No	Other: No	Explain Other:
Status Code:	Full-Time Yes	Part-Time No	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Termination: Yes		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 12/15/21				
Commissioner Approval & Date:					

 12/15/21

2021-100

POSITION VACANCY JUSTIFICATION

Department:	Public Works / Facilities Maintenance			Date:	12/07/2021		
Position Title: Custodian I							
Classification Band:	101		Current Salary:	\$14.19/hr - \$29,515.20			
Salary Range: \$26,647.90 - \$39,971.85							
Minimum:	\$12.81	Mid-Point:	\$16.01	Maximum:	\$19.22		
Position Justification: Employee Voluntary Termination 1.3.2022							
Termed incumbent: [REDACTED]							
Position Originated: Budgeted Position for fiscal year 20/21							
Funding Source for Position:	County	YES		State		WIC Program	
	Federal			Other		(Please explain)	
Classification:	Full Time	YES	Part Time		Number of Hours	2080	
	Exempt		Non-Exempt	x			
Reason for Vacancy:	Replacing Termination		x	New Position			
Existing Budgeted Position:	Yes	x	No		If No, Please explain:		
Benefit Eligible:	Yes	x	No		Please explain:		
Department Head Signature:							
Commissioner Approval:							

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

S:\PLN_Shar\Wendy Ballo\Personnel\Vacancies\Whitaker, J PosJust Dec 21.docx

Be 12/13/21

SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: ITS

Receiving Department: ATTY

DATE: 1/3/2022

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

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

Dates of absence: Beginning: Through: 11-17-2021 Through 2-14-2022

Anticipated return: 2 - 14 - 2022.

From: 531733

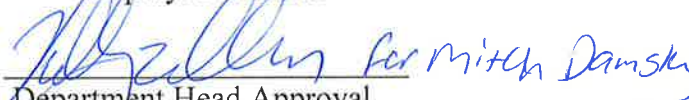
To: 607064

Employee Number

Employee Number



Department Head Approval


for Mitch Damsky

Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

☒ Currently an FMLA Qualifying Leave

☐ Was an FMLA Qualifying Leave

AB 12/13/21

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

For Commission Office Use Only:

Approved _____ Disapproved _____

Chairman, Board of County Commissioners

Dated: _____

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

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

SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: ITS

Receiving Department: ATTY

DATE: 1/10/2022

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

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

Dates of absence: Beginning: Through: 11-17-2021 Through 2-14-2022

Anticipated return: 2 - 14 - 2022.

From: 531733
Employee Number

To: 607064
Employee Number


Department Head Approval


Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

☒ Currently an FMLA Qualifying Leave

☐ Was an FMLA Qualifying Leave

Re, 2/13/21

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

For Commission Office Use Only:

Approved _____ Disapproved _____

Chairman, Board of County Commissioners

Dated: _____

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

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

SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: ITS

Receiving Department: ATTY

DATE: 1/17/2022

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

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

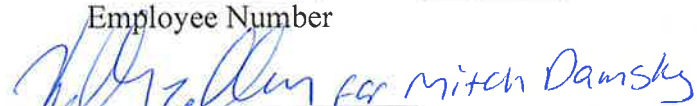
Dates of absence: Beginning: Through: 11-17-2021 Through 2-14-2022

Anticipated return: 2 - 14 - 2022.

From: 531733
Employee Number

To: 607064
Employee Number

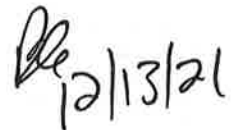

Department Head Approval


Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

☒ Currently an FMLA Qualifying Leave

☐ Was an FMLA Qualifying Leave


12/13/21

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

For Commission Office Use Only:

Approved _____ Disapproved _____

Chairman, Board of County Commissioners

Dated: _____

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

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

SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: ITS

Receiving Department: ATTY

DATE: 1/24/2022

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

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

Dates of absence: Beginning: Through: 11-17-2021 Through 2-14-2022

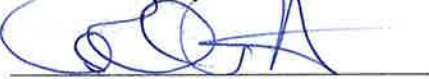
Anticipated return: 2 - 14 - 2022.

From: 531733

To: 607064

Employee Number

Employee Number



Department Head Approval


for Mitch Damsky

Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

☒ Currently an FMLA Qualifying Leave

☐ Was an FMLA Qualifying Leave

HB 12/13/21

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

For Commission Office Use Only:

Approved _____ Disapproved _____

Chairman, Board of County Commissioners

Dated: _____

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

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

SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: ITS

Receiving Department: ATTY

DATE: 1/31/2022

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

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

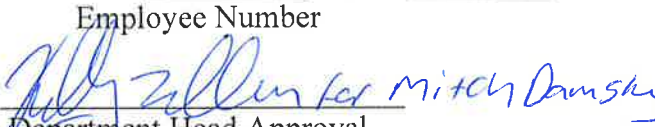
Dates of absence: Beginning: Through: 11-17-2021 Through 2-14-2022

Anticipated return: 2 - 14 - 2022.

From: 531733
Employee Number

To: 607064
Employee Number


Department Head Approval


Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

☒ Currently an FMLA Qualifying Leave

☐ Was an FMLA Qualifying Leave

Pls
12/13/2021

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

For Commission Office Use Only:

Approved _____ Disapproved _____

Chairman, Board of County Commissioners

Dated: _____

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

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

SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: ITS

Receiving Department: ATTY

DATE: 2/7/2022

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

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

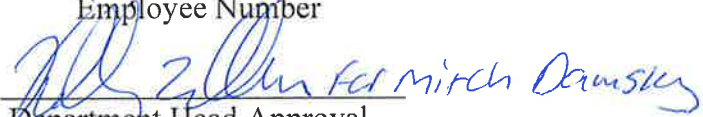
Dates of absence: Beginning: Through: 11-17-2021 Through 2-14-2022

Anticipated return: 2 - 14 - 2022.

From: 531733
Employee Number


Department Head Approval

To: 607064
Employee Number


Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

☒ Currently an FMLA Qualifying Leave

☐ Was an FMLA Qualifying Leave

Pl
12/13/21

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

For Commission Office Use Only:

Approved _____ Disapproved _____

Chairman, Board of County Commissioners

Dated: _____

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

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

The following page(s) contain the backup material for Agenda Item: [9:05 Airport Rescue Grant Agreement](#)

**OFFICE**

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

Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

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

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: Airport Rescue Grant-Grant Agreement

DATE: 12/10/2021

Attached please find the Airport Rescue Grant- Grant Agreement. On September 21, 2021, an application was approved for submission to the Federal Aviation Administration (FAA) to replace the HVAC system at the Northeast Wyoming Regional Airport. The application was approved by the (FAA).

The attached Grant Agreement is for \$1,145,381 for the above-mentioned project. These funds are federal funds (CFDA 20.106) and no match is required by the Airport. The Airport has four years to utilize these funds.

HR/RISK, County Attorney and Grants have reviewed the enclosed document, an no revisions were requested.

A representative from Airport will present this contract.

Thank you!



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date November 15, 2021

Airport/Planning Area Northeast Wyoming Regional Airport

Airport Rescue Grant No. 3-56-0012-051-2022 [Contract No. DOT-FA22NM-K1058]

Unique Entity Identifier 07-141-3140

TO: County of Campbell, Wyoming and Northeast Wyoming Regional Airport Board

(herein called the "Sponsor") (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated September 21, 2021, for a grant of Federal funds at or associated with Northeast Wyoming Regional Airport, which is included as part of this Airport Rescue Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Northeast Wyoming Regional Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

This Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

The purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Northeast Wyoming Regional Airport incurred no earlier than January 20, 2020. Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March

11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,145,381, allocated as follows:

\$1,145,381 ARPA KV2022

2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before December 31, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.**13. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.**14. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.**15. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.**16. Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB

Guidelines to Agencies on Government-wide Debarment and Suspension
(Nonprocurement),”as implemented by the FAA at 2 CFR Part 1200.

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).

6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
23. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

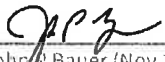
- a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated November 15, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


John P. Bauer (Nov 15, 2021 12:43 MST)
(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated _____

COUNTY OF CAMPBELL, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Recue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this

NORTHEAST WYOMING REGIONAL AIRPORT BOARD

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020 or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹

- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal

financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.
- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or

off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The County of Campbell, Wyoming and the Northeast Wyoming Regional Airport Board, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C.

§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of September 21, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

**Current FAA Advisory Circulars Required for Use in AIP Funded and PFC
Approved Projects**

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

The following page(s) contain the backup material for Agenda Item: [9:10 CMAQ Project Agreement, FY2022](#)

**OFFICE**

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www.ccgov.net

Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

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

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: Congestion Mitigation Air Quality Project Agreement CM22405

DATE: 12/14/2021

Attached you will find a Subrecipient Agreement for the Congestion Mitigation Air Quality Program. Road and Bridge presented an application on May 4, 2021. The project would allow Campbell County Road and Bridge the funding to purchase and place dust suppression chemicals to 41.80 miles of road in Campbell County (Cosner Road, Keeline Road, Lawver Road and Mills Road). The application was approved and submitted.

The attached document is the Subrecipient Agreement between Wyoming Department of Transportation and Campbell County. These funds are federal funds (CFDA 20.205). The total grant amount is for \$263,250, which includes \$210,600 in CMAQ funding and \$52,650 in local cash match funding.

The document was reviewed by HR/Risk, County Attorney and Grants. No revisions were requested to be made to the Agreement.

A representative from Road and Bridge will present this Agreement.

Thank you!



Mark Gordon
Governor

WYOMING Department of Transportation

"Provide a safe and effective transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



K. Luke Reiner
Director

December 9, 2021

Campbell County
Attention: Kevin Geis
500 South Gillette Avenue
Gillette, WY 82716

**RE: Agreement - FY2022 Congestion Mitigation Air Quality (CMAQ) Project
CM22405**

Dear Kevin,

Enclosed you will find two copies of the Agreement for the Fiscal Year 2022 Campbell County Dust Suppression project. Please have the Chairman, along with an attest, sign both copies and mail them back to our office for processing. **The agreements must be originals and can not be emailed.** Once the agreement is fully executed, we will mail you an original for your records.

This letter is NOT your Notice to Proceed and any costs incurred prior to receipt of the Notice to Proceed will not be considered for reimbursement.

Thank you in advance for your assistance, I look forward to working with you throughout the entirety of the project. If you have any questions throughout this process, please feel free to contact me at 307-777-4862 or david.herdt@wyo.gov.

Sincerely,

David M. Herdt
Local Programs Coordinator

Enclosures



FY2022
Congestion Mitigation Air Quality Program
SUBRECIPIENT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND
CAMPBELL COUNTY

Federal Award Information - Required by 2 CFR § 200.332

Subrecipient Name: Campbell County	Subrecipient DUNS: 071413140
Federal Award Identification Number (FAIN): To be provided via agreement update letter	Federal Award Date: To be provided via agreement update letter
Period of Performance Start and End Date: Term Start Date through December 31, 2024	Budget Period Start and End Date: Term Start Date through September 30, 2025
Federal Award this Agreement: \$210,600.00	Total Federal Award to Subrecipient: \$210,600.00
Total Federal Award: \$263,250.00	
Awarding Federal Agency: Federal Highway Administration	Federal Highway Administration: Wyoming Division Office Telephone: (307) 772-2101 Email: HDAWY@dot.gov
Pass-through Agency: Wyoming Department of Transportation (WYDOT)	WYDOT Program Mgr.: David Herdt Telephone: 307-777-4862 Email: david.herdt@wyo.gov
Subrecipient Contact: Kevin Geis Phone: 307-682-4411 Email: kfg14@ccgov.net	WYDOT Contact for Confirmation of Funds: Telephone: (307) 777-4434 Email: dotrevenue@wyo.gov
Assistance Listing No.: 20.205	Assistance Listing Title: Highway Planning and Construction
Research and Development: No	Indirect Cost Rate (ICAP): N/A
Project Name: FY22 Campbell County Dust Suppression	Recipient County: Campbell
Agreement No.: CD 0.00 CM22405	Project No.: CM22405

- Parties.** The parties to this Agreement are the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and Campbell County (Subrecipient), whose address is: 500 South Gillette Avenue, Gillette, Wyoming 82716.



2. **Purpose.** This is a subaward of federal financial assistance from WYDOT to the Subrecipient. The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Subrecipient and WYDOT in the administration of the Wyoming Congestion Mitigation Air Quality Program. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).
3. **Term of the Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from January 1, 2022 or the Effective Date, whichever is later (Term Start Date), through September 30, 2025. The Subrecipient's Budget Period is from the Term Start Date, through September 30, 2025. The Period of Performance is from the Term Start Date through December 31, 2024.
4. **In consideration of the mutual covenants herein set forth, WYDOT and the Subrecipient agree as to the following General Conditions:**
- A. **Project Scope.** The Subrecipient shall undertake and complete the Project as described and set forth below and in the "Project Description" section of Attachment A, the project Subrecipient's CMAQ application, dated August 16, 2021, which is attached to and incorporated into this Agreement by this reference, and in accordance with terms and conditions of this Agreement.
- (i) **Project Description.** CMAQ funds for the chemical dust suppression of various county roads at the locations shown on Attachment B, Map, which is attached to and incorporated into this Agreement by this reference.
- (ii) **Responsibility of Subrecipient.** Subrecipient shall:
- (a) Complete all administrative requirements, including having at least one Local Project Administration (LPA) Certified staff member;
 - (b) Select consultants based on qualifications, utilizing WYDOT's help if needed;
 - (c) Submit Plans, Specifications and Estimates along with bid documents to WYDOT Local Government Coordination (LGC) Office for review and concurrence prior to project advertisement;
 - (d) Submit bid tabulations to WYDOT LGC Office for review and concurrence prior to awarding project;
 - (e) Monitor project progress and submit reimbursement requests to WYDOT's LGC Office at least once per quarter; and
 - (f) After final bill is paid, submit it for reimbursement to WYDOT LGC Office with Completion and Acceptance Certificate;
 - (g) Undertake and complete the project as described and set forth in Attachment A.
- (iii) **Responsibility of WYDOT.** WYDOT will:



- (a) Assist with consultant selection process;
- (b) Review plans and specifications for compliance prior to advertisement;
- (c) Review bid tabulations prior to project being awarded;
- (d) Provide ongoing support through construction, including possible site inspections and reimbursement processing; and
- (e) Ensure project acceptance and completion and process final reimbursement

B. Period of Performance. The Period of Performance shall be from the Term Start Date through December 31, 2024 and shall allow ninety (90) days for project closeout beyond completion of physical work on the project. The Subrecipient shall commence and complete the project in a professional, economical and efficient manner. Project work shall commence upon receipt of a Notice to Proceed. Costs incurred prior to the Notice to Proceed and after the Budget Period will not be eligible for reimbursement. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed, and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the Subrecipient may submit a request to WYDOT for an extension of time to complete the project. The request shall be in writing to WYDOT's LGC Office. Failure of the Subrecipient to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the project is terminated, the Subrecipient shall return to WYDOT any and all federal funds that have been paid to the project Subrecipient.

C. Design Review and Approval and Consultant Selection. All project designs to include engineering, architectural and landscape architectural plans, specifications and required federal provisions (Contract Documents) shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or the Transportation Act Sec. 4(f) review and mitigation statement shall be submitted to the WYDOT LGC. A Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the Subrecipient's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services. The WYDOT LGC Office shall receive a copy of such plans and project Contract Documents and review and approve the same prior to the Subrecipient's proceeding with construction bidding, contracting or other construction authorization under this Agreement. Contract procedures shall be compliant with 23 Code of Federal Regulations (CFR) 635 Subpart A. The consultant selection process shall comply with the Brooks Act, 40 United States Code (U.S.C.) 1101 *et seq.* with guidance included in WYDOT Operating Policy 40-1.



D. Federal and State Required Contract Provision. The Subrecipient shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:

- (i) **Environmental Documentation:** Contract Documents shall include the appropriate level of environmental review and analysis in accordance to 23 CFR 771, to include mitigation assessment where required.
- (ii) **National Historic Preservation Act (106 process):** for projects involving historic or archaeological sites, the Contract Documents shall include the appropriate review and mitigation assessment.
- (iii) **Design Exceptions:** Contract Documents must note any design exceptions; no exceptions are available for compliance with the American with Disabilities Act (ADA).
- (iv) **Buy America Provisions:** requires the use of American steel and iron products, when specified in accordance to 23 CFR 635.410.
- (v) **Disadvantage Business Enterprises (DBE):** DBE efforts shall be included in the project file, using the Form "E-91LPA" to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof of compliance to this request should be available when requested.
- (vi) **Required Federal Contract Provisions:** Attachment C, FHWA Form1273 provisions, which are attached to and incorporated into this Agreement by this reference, shall apply to all work performed under this Agreement, including work performed by subcontract. All Contract Documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower tier subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.
- (vii) **Contractor and subcontractor Certification for Suspension and Debarment.**
- (viii) **Manual of Uniform Traffic Control Devices (MUTCD):** signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during the construction stage. Permanent safety signing should be identified on a separate plan sheet in the Contract Documents.
- (ix) **Labor Rates:** Contract Documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.
- (x) **Equipment/Materials/Labor Cost Determination:** unless supported by appropriate cost effectiveness determination, the use of public owned



equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.

- (xi) **Domestic Preferences for Procurement:** Requires a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) in accordance to 2 CFR 200.322.
- (xii) **Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment:** Prohibits procuring, obtaining, extending, renewing or entering into contracts for equipment or services from manufacturers listed in 2 CFR 200.216.
- (xiii) **Never Contract with the Enemy:** Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants, and cooperative agreements that are expected to exceed fifty thousand dollars (\$50,000.00) within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities in accordance to 2 CFR 200.215.

E. Prohibited Interest. No member, officer or employee of the Subrecipient during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

F. Project Abandonment. Should the Subrecipient abandon the project prior to completion, or if the project is not let to construction within two (2) years of the completion of the design due to the delay or actions by the Subrecipient, the Subrecipient shall reimburse WYDOT for the entire cost, including any Federal Aid portion of the work completed at the time of abandonment.

G. Project Administration. Project administration must be performed by a public employee to be in responsible charge. The Subrecipient shall appoint a public employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT LPA Certification Program. Any costs incurred as a result of the work completed by the project administrator, or supplies and other related costs, shall be included as overhead to the Subrecipient and are not reimbursable under this award, unless the Subrecipient has a WYDOT approved Indirect Cost rate.

Project administration costs incurred on activities related directly to any professional services to include Architectural/Engineering (A/E) contracts entered into for this individual award are eligible for reimbursement under this program on an eighty to twenty (80/20) percent matching ratio and must remain within the total project cost. Reimbursements for the federal portion of the project— eighty percent (80%)—



shall be submitted on WYDOT LPA Cost Reimbursement Form, signed by the authorized Subrecipient representatives and approved by the WYDOT LGC Office.

- H. Project Contracting and Construction.** Project work shall be performed by individuals, partnerships, corporations or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses and permits required by applicable state laws, county regulations, and city ordinances. Upon notification of WYDOT approval of the project design documents, issuance of a Categorical Exclusion (if applicable), and a written Notice to Proceed, the Subrecipient may proceed with open, public competitive bidding for project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising and be compliant with 23 CFR 635 Subpart A. Since federal funds are involved in the project, no in-State preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. Once this analysis is completed, the Subrecipient shall make recommendation to WYDOT of low responsible and responsive bidder for WYDOT concurrence prior to contract award. WYDOT reserves the right to review all contract bids prior to contract award. Extra work and claims must be within the scope of contract.
- I. Project and Final Inspections.** Project inspections shall be conducted by the Subrecipient or authorized representatives. WYDOT representatives may inspect the project at their discretion. The Subrecipient shall notify WYDOT of final inspection and a WYDOT representative may accompany the Subrecipient's representative on the final inspection. Prior to the final payment (normally the final ten (10) percent), the Subrecipient shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116—Final Settlement and Payment. Additionally, the Subrecipient shall complete WYDOT Acceptance Certificate and Final Completion Form, which shall accompany the final reimbursement payment request.
- J. Project Funding.** Federal funding for this project shall not exceed two hundred ten thousand six hundred dollars (\$210,600.00). In accordance with WYDOT's policies, a program match requirement of eighty percent (80%) of federal and twenty percent (20%) local share of the project costs shall apply. Project total cost exceeding project estimate of two hundred sixty-three thousand two hundred fifty dollars (\$263,250.00) (including local match) shall be borne by the Subrecipient.

CMAQ is funded on a reimbursement basis. No funds shall be paid by WYDOT prior to being paid first by the Subrecipient. All requests for payment must be submitted to WYDOT's LGC Office on the LPA Cost Reimbursement Form that will be supplied to the Subrecipient. Reimbursement requests must also include all applicable supporting documentation including: copies of invoices to be reimbursed and proof of payment by the Subrecipient. The Cost Principles found in 2 CFR 200



– Subpart E apply to this award. WYDOT will make payment to the Subrecipient within thirty (30) days of receipt of a complete and approved reimbursement request.

Reimbursement requests will be accepted on a monthly basis and must be submitted no less frequently than once every three (3) months in order for the project to remain active and to avoid the risk of federal funds being rescinded. If no financial activity occurs in a given quarter, the Subrecipient shall notify WYDOT's LGC Office in writing of the status and schedule of the project.

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsr.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

and

<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

The Subrecipient may elect to use land, either wholly owned or donated, as part match for the project. The land must become part of the project, and would fulfill part/all of the match requirements of the Subrecipient. If the land is to be donated, that action must take place after execution of this Agreement, must be from a private donor and must be for exclusive use of the Project noted above in Section 4(A) of this Agreement. If the Subrecipient accepts the donation of land, the land value used to offset the match may not exceed the twenty percent (20%) match requirement, regardless of the appraised value of the land. The donation of land must be supported by a formal land appraisal completed by a professional land appraiser certified by the Wyoming State Appraiser Board. A copy of the executed deed with the land description must be included with the appraisal.

K. Project Maintenance. Project maintenance and perpetual care shall be the responsibility of the Subrecipient. The Subrecipient shall be responsible for the cost of removal and replacement of any or all encroachments within WYDOT's right-of-way if the right-of-way is needed for highway purposes, including any highway reconstruction or maintenance activity that impacts the encroachment.

L. Public Interest Finding. If the Subrecipient elects to use force account work (materials and/or labor) as its local match or a portion of its local match, such a



determination requires the Subrecipient to make a finding in the public interest. In inquiry into the public interest finding cannot exceed fifty thousand dollars (\$50,000.00). Requests for Force Account Work shall be evaluated in accordance to 23 CFR 635 Subpart B. Prior to the use of Force Account Work, the Subrecipient must complete a Public Interest Finding on WYDOT Form LGC-PIF (included in Subrecipient's Project Packet). WYDOT Form LGC-PIF must be submitted by the Subrecipient for approval by the WYDOT LGC Office.

M. Records Retention. The Subrecipient shall keep records and audit reports on file for three (3) years after the project is complete.

N. Restrictions, Prohibitions, Controls and Labor Provisions

- (i) **Equal Employment Opportunity.** In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The Subrecipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (ii) **Disadvantaged Business Enterprise Requirements.**
 - (a) **Policy.** It is the policy of WYDOT that Disadvantaged Business Enterprises (DBE), defined as minority business enterprises and woman business enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
 - (b) **DBE Obligation.** The Subrecipient or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Subrecipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The Subrecipient and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.
- (iii) **Title VI Civil Rights Act of 1964.** The Subrecipient shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation



(DOT) issued there under, 49 CFR Part 21, and the Assurance by the Subrecipient pursuant thereto.

- (iv) **Compliance with Elderly and Disabled Regulations.** The Subrecipient shall comply with applicable regulations regarding transportation for Elderly and Disabled persons, set forth in 49 CFR Part 27 and the Americans with Disabilities Act of 1990.

- O. **Right-of-Way and Utilities.** Prior to proceeding with project bidding, the Subrecipient must submit to the WYDOT LGC Office a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-Way and Utility Clearance is the Subrecipient's responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with: Wyo. Stat. § 1-26-501, *et seq.*—the Wyoming Eminent Domain Act; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646; and the regulations of 49 CFR Part 24.

5. 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. WYDOT shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Subrecipient must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
- C. **Environmental Policy Acts.** The 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.
- D. **Human Trafficking:** As required by 22 U.S.C. § 7104(g) and 2 CFR 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.



- E. Kickbacks.** The 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 the Subrecipient breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The Subrecipient shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

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

The Subrecipient and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

- G. Mandatory Disclosures.** Per 2 CFR 200.113, the Subrecipient must disclose, in a timely manner, in writing to WYDOT all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

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

- I. 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.

Federal law requires the Subrecipient to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- J. 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.
- K. Publicity.** Any publicity given to the projects, program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.
- L. Suspension and Debarment.** By signing this Agreement, the 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 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Subrecipient agrees to notify WYDOT 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.
- M. Administration of Federal Funds.** The Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR 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 WYDOT.
- N. Copyright License and Patent Rights.** The Subrecipient acknowledges that federal grantor, the State of Wyoming, and WYDOT 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 the Subrecipient purchases ownership using funds awarded under this Agreement. The Subrecipient must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.



- O. Federal Audit Requirements.** The 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. The Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, the Subrecipient shall provide one (1) copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.
- P. Non-Supplanting Certification.** The 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. The 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.
- Q. Program Income.** The Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.

6. 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 WYDOT.
- D. Audit and Access to Records.** WYDOT 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 WYDOT, 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 WYDOT.

- E. Availability of Funds.** Each payment obligation of WYDOT 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 WYDOT at the end of the period for which the funds are available. WYDOT 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 WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The Subrecipient shall cooperate fully with other contractors and WYDOT 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 Contract shall be kept confidential by the Subrecipient unless written permission is granted by WYDOT for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- I. Entirety of Agreement.** This Agreement, consisting of twenty (20) pages; Attachment A, Project Description, consisting of one (1) page(s); Attachment B, Map, consisting of three (3) page(s); Attachment C, Form FHWA-1273, consisting of fourteen (14) 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.** The 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 the 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 WYDOT 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 WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The Subrecipient agrees that no health/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. Insurance Requirements.**



- (i) During the term of this Agreement, the Subrecipient shall obtain and maintain, and ensure that each contractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Subrecipient or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Subrecipient shall provide Certificates of Insurance to WYDOT verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to WYDOT. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, WYDOT may, at WYDOT's option, obtain and maintain, at the expense of the Subrecipient, such insurance in the name of the Subrecipient, or its contractor, as WYDOT may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Subrecipient under this Agreement.
- (vi) All policies required by this Agreement shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) WYDOT reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

P. Insurance Coverage. The Subrecipient shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence;
 - (b) \$1,000,000.00 personal injury and advertising injury;



- (c) \$2,000,000.00 general aggregate; and
- (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Agreement shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Subrecipient's home state to perform work under this Agreement shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Subrecipient shall provide WYDOT with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Agreement, if such coverage is required by law. If workers' compensation coverage is obtained by the Subrecipient through the Wyoming Department of Workforce Services' workers' compensation program, the Subrecipient shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Agreement, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.

- (iii) Unemployment Insurance. The Subrecipient shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Subrecipient shall supply WYDOT with a Certificate of Good Standing or other proof of unemployment insurance coverage.

- (iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.

- (v) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Subrecipient's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Agreement, with minimum limits as follows:



- (a) \$1,000,000.00 each occurrence; and
- (b) \$1,000,000.00 general aggregate.

The policy shall have an extended reporting period of two (2) years.

- Q. 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.
- R. Ownership and Return of Documents and Information.** WYDOT 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, the Subrecipient agrees to return all such original and derivative information and documents to WYDOT 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. Upon WYDOT's verified receipt of such information, the Subrecipient agrees to physically and electronically destroy any residual WYDOT-owned data, regardless of format, and any other storage media or areas containing such information. The Subrecipient agrees to provide written notice to WYDOT confirming the destruction of any such residual WYDOT-owned data.
- S. 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 subcontractors will violate any such restriction. The Subrecipient shall defend and indemnify WYDOT for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- T. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this 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).
- U. 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.
- V. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT 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.

- W. 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.
- X. Termination of Agreement.** This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or certified mail. This Agreement may be terminated by WYDOT immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- Y. 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.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- BB. 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.
- CC. 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 WYDOT. The Subrecipient's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to WYDOT within five (5) business days shall be considered a material breach and may result in immediate termination of the Agreement by WYDOT.



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7. **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.

ATTEST:

Campbell County:

Name

By: _____
Robert Maul, Chairman

Title

Date

(SEAL)

ATTEST:

**WYOMING DEPARTMENT OF
TRANSPORTATION:**

By: _____
Caitlin Casner, Secretary

By: _____
Keith R. Fulton, P.E., Assistant Chief
Engineer - Planning and Engineering

Transportation Commission of Wyoming

(SEAL)

Date

Approved as to form:

By: *Alysia Goldman* #28029
Alysia Goldman
Assistant Attorney General
State of Wyoming
12/6/21

Date agreement prepared: November 1, 2021



Project Description:

Telephone calls to our office and the Commissioners regarding the levels of dust help to bring the need to a personal level. The Cosner Rd has been impacted by energy development for years and will continue to be for the future. The other roads have had varying levels of development, but are currently in a development area. With the continued exploration for natural resources along with the production of existing fields, the need for dust suppression is very evident. The roads for suppression are mostly open range so livestock can pass freely and be right in the middle of the dust. Not only is this a health hazard for them, but with the limited visibility at times it creates additional hazard for them and motorists. On attachment B, the map and road list show a total road length mileage of ~42 miles. We are requesting funding for 26 miles because conditions change, drilling plans and traffic patterns change and we need the flexibility to adjust to these needs. Traffic counts on the Cosner Road have historically been high with heavy truck traffic. Keeline Rd is the most significantly impacted of the other 3 in the application, with Mills and Lawver Roads receiving spillover and cut across traffic when drilling and fracking are occurring. Current traffic counts indicate the routine traffic and trucks with counts spiking when additional activities occur. With CMAQ projects and our own dust mitigation efforts, we continue to look to improve our roads to help deal with the heavy impacts. Price per mile is anticipated to be slightly higher this year with increased fuel and material costs.

CAMPBELL COUNTY GOVERNMENT

Attachment "B"

- Page 1 of 3

PROPOSED ROADWAYS:

Common Road Name	ML Road Number	Functional Classification of Roadway	Reference Marker From: (Beginning Mile Post)	Reference Marker To: (Ending Mile Post)	Length (miles)
Cosner	ML5339B	Local Road	0	9.7	9.7
Keeline	ML5375B	Local Road	0	9.0	9.0
Lawver	ML5378B	Local Road	0	18	4.3
Mills	ML5379B	Local Road	0	5.1	3.0
		Local Road	0		
		Local Road			
		Local Road			

Total

26.0

Complete Roadways

Cosner
Keeline

Partial Sections of Roadways

Lawver
Mills



Asset	Head Name	Length	Location
1	Alfred	19.05	945.77%
2	Alfred	0.51	945.77%
3	Alfred	1.52	945.77%
4	Alfred	1.52	945.77%
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100	Alfred	1.52	945.77%

A = Cosner Rd
B = Keeline Rd
C = Lawver Rd
D = Mills Rd

CMAQ FY22 application

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**SUPPLEMENTARY DOCUMENT
FOR
FHWA-1273 – REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

Title 46 - Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381 .7- Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J- MISCELLANEOUS. PART 381- CARGO PREFERENCE-U.S.- FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381 .3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) *Agreement Clauses.* "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. "(2) Within 20 days following the date of loading for shipments

originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

The following page(s) contain the backup material for Agenda Item: [9:15 Joint Emergency Operations Plan](#)

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**Emergency Management
Agency****COORDINATOR**

David King

david.king@campbellcountyyw.gov

To: Board of County Commissioners

From: David King

Re: Joint Emergency Operations Plan

December 10th, 2021

Please find attached the final copy of the latest revision to the Joint Emergency Operations Plan for Campbell County, the City of Gillette and Town of Wright.

I am asking the board to approve this document as the latest update to the plan and am concurrently seeking approval from the City and Town.

The Wyoming Office of Homeland Security requires our plan to be updated every two years for our jurisdictions to remain eligible for Homeland Security Grants and having a plan for each jurisdiction is a requirement of Wyoming Statute 19-13-108.

This document contains four major changes from the plan adopted in 2019.

1. Inclusion of the 14 NIMS Implementation Objectives

NIMS Implementation Objectives were issued by FEMA in May of 2018 and are included on pages 12-13. These objectives help clarify what is "NIMS Compliance" which has been a requirement on all Homeland Security grant recipients ever since NIMS was first implemented as national policy in 2004. However, until the release of these objectives in 2018 the definition of what "in compliance" would be has been somewhat nebulous and open to wide interpretation.

It is quite important that our agencies and jurisdictions work cooperatively to meet these 14 objectives.

2. ERCC Operations

The 2019 update had renamed the county's Emergency Operations Center as the Emergency Response Coordination Center. This was done to better describe the function of the center in times of emergency.

Building on lessons from our EOC exercises, severe weather events and the pandemic, this EOP utilizes a "virtual" coordination concept for most incidents rather than a "ya'll come on one big meeting location." (ERCC Operations, beginning on page 42 and Multi-Agency Coordination Group on pages 53-54.)

The one-location option is still a capability under the plan. However, internet connectivity and communication systems have been demonstrated in the past two years as a viable way to coordinate between entities and this plan anticipates the use of virtual meeting programs such as MS Teams, Zoom,

etc. along with our existing WebEOC® system to link the county's ERCC with agency and jurisdiction EOC's and command centers/personnel.

3. Baseline Training (NIMS)

Since its inception, NIMS has required "appropriate" training for the various personnel involved in emergency responses, but NIMS has not identified which responders/policy levels should have what position-based specific training. In recent years the two Incident Command Classes *ICS 100* and *ICS 200* as well as FEMA's *IS-700 National Incident Management System, An Introduction* have been identified as "baseline" training for all personnel. At the same time, additional training requirements for supervisory, command and policy level personnel were not distinctly identified.

In May of 2020, FEMA released its NIMS Training Program, describing it as a path for developing and maintaining NIMS compliance and providing guidance for Authorities Having Jurisdiction (AHJ) in developing their training plans. That guidance has been incorporated into this EOP beginning on page 60 and it breaks the training levels down into four "focus areas."

1. ICS (Incident Command System), those responsible for tactical activities on-scene.
2. Those in the EOC, responsible for operational and strategic coordination, resource acquisition, and information gathering, analysis, and sharing.
3. Public Information Officers (PIO) operating within the Joint Information System (JIS) responsible for outreach and communication to the media and public.
4. The MAC (Multi-Agency Coordination) Group, elected officials, agency administrators or organizational executives or their designees responsible for policy guidance and senior-level decision-making.

This EOP incorporates the NIMS Training Program concepts beginning on page 60.

4. Acronyms/Abbreviations

As common for emergency plans, this document is peppered with numerous acronyms. Annex XV has been added on page 164 to help decipher the alphabet soup.

CAMPBELL COUNTY CITY OF GILLETTE TOWN OF WRIGHT WYOMING

JOINT EMERGENCY OPERATIONS PLAN (Joint EOP)

December 2021



Supersession

Upon adoption by the Campbell County Commissioners, Gillette City Council and Wright Town Council, this plan replaces all previous Emergency Operating Plans and Joint Response Frameworks.

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Campbell County, the City of Gillette and Town of Wright Joint Emergency Operations Plan

I. INTRODUCTION

A. General

Presidential Homeland Security Directives 5 and 8, enacted in 2004, require the State and Local governments to adopt the fundamental principles, language and operational concepts embedded in the National Incident Management System (NIMS) and the National Response Plan (NRP) as a condition for receiving certain categories of federal support for Emergency Management. To meet these requirements, Campbell County, the City of Gillette and Town of Wright passed Joint Resolution #1567 on September 6th, 2006 designating the National Incident Management System (NIMS) as the basis for all incident management in Campbell County, Wyoming.

As on-going compliance with the requirements of NIMS, Campbell County, the City of Gillette and Town of Wright created, adopted and maintain this Joint Emergency Operations Plan (EOP) in accordance with the requirements of Wyoming Statute 19-13-108.

The revised Campbell County, the City of Gillette and Town of Wright Joint EOP is the product of a planning process that 1) fully incorporates the NIMS concepts, principles, practice and language 2) capitalizes on the lessons learned from recent disasters and exercises, 3) incorporates plans, programs and policies that have emerged since the last revision of the Joint EOP. The Joint EOP establishes a framework through which the Jurisdictions may prepare for; respond to; recover from; and mitigate to prevent the impacts of a wide variety of disasters that could adversely affect the health, safety and/or general welfare of the residents and emergency workers of Campbell County, the City of Gillette and Town of Wright. The Joint EOP provides guidance to Campbell County, the City of Gillette and Town of Wright officials of procedures, organization and responsibilities which will prevent, minimize and/or relieve personnel hardship and property damage associated with disasters or the imminent threat thereof. This plan also provides for an integrated and coordinated county, municipal, state and federal response.

The Joint EOP describes the basic strategies, assumptions and mechanics through which the Jurisdictions will mobilize resources and conduct activities to guide and support Emergency Management efforts through prevention, preparedness, response, recovery and mitigation. To facilitate inter-government operations, the Joint EOP adopts a functional approach that groups the type of assistance to be provided under each ESF. Each ESF has designated primary and support agencies which are involved within that functional area. The ESF's serve as the primary operational mechanism through which local assistance is managed.

To ensure that the revised Joint EOP was strictly aligned with the State and National preparedness guidance, the State and Federal Laws and Wyoming Office of Homeland Security and National Department of Homeland Security publications were consulted. A full list is contained within Section XII REFERENCES AND AUTHORITIES.

B. Purpose

The purpose of the Campbell County, City of Gillette and Town of Wright Joint Emergency Operations Plan is to establish a framework which can be used by government, the private sector, non-profit organizations and residents to address prevention, preparation, response, recovery and mitigation of the effects of emergencies and disasters.

C. Scope

This plan identifies when and under what conditions the application, activation or revision of this plan is necessary.

The plan establishes fundamental policies, strategies and assumptions for a program guided by the principles of the National Incident Management System. This Joint EOP provides the following benefits to Campbell County, the City of Gillette and Town of Wright:

- Creating a plan which addresses all hazards, all phases of emergency management, all impacts, and extends an opportunity to partner with all stakeholders.
- The Joint EOP establishes a Concept of Operations spanning the direction and control of an emergency from initial monitoring through post disaster response, recovery and mitigation.
- The Joint EOP defines inter-agency and inter-government coordination mechanisms to facilitate delivery of immediate response and recovery assistance.
- The Joint EOP assigns specific functions to appropriate County and municipal agencies and organizations as well as outlines methods to coordinate with the private sector, volunteer organizations, citizens and state and federal counterparts.
- The Joint EOP identifies actions local response and recovery organizations will take in coordination with municipal, state and federal counterparts as appropriate, regardless of the magnitude of the disaster.

D. Methodology

The Campbell County, the City of Gillette and Town of Wright Joint EOP was developed by the Campbell County Emergency Management Agency and approved by the governing bodies of Campbell County, the City of Gillette and Town of Wright.

Each jurisdiction, agency and organization involved is expected to have its own procedures to implement the concept of operations.

- The Campbell County, City of Gillette and Town of Wright Joint EOP is adopted by governing bodies and by resolution, which serves as the promulgation letter for the Joint EOP.
- A master copy of the Joint EOP is maintained in the Campbell County Emergency Management Agency.

Planning Process

The Joint EOP is based on the best information available. To this end the planning process is based on the following planning principles:

- Planning should represent the whole community and their needs
- When possible, planning should include participation from all stakeholders in the community
- Planning uses a logical and analytical problem-solving process to help address the complexity and uncertainty inherent in potential hazards
- Planning considers all identified hazards and threats
- Planning should be flexible enough to address both traditional and catastrophic incidents
- Time, uncertainty, risk and experience all influence planning
- Effective plans tell those with operational responsibilities what to do and why to do it
- Planning is fundamentally a process to manage risk
- Planning is one of the key components of the preparedness cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective actions

Implementation of NIMS

The Campbell County, the City of Gillette and Town of Wright Joint EOP implements NIMS by:

- Using ICS and the multi-agency coordination system to manage and support all incidents
- Integrating all response agencies and entities into a single, seamless system
- Establishing a public information plan dealing with dissemination of information.
- Identifying and characterizing resources according to established standards and types

- Requiring all personnel to be trained properly for the job they perform
- Ensuring interoperability, accessibility and redundancy of communications

In accordance with NIMS Implementation Objectives, the jurisdictions:

1. Adopt the National Incident Management System (NIMS) for management and support in prevention, protection, mitigation, and respond to and recovery from incidents.
2. Designate the Campbell County Emergency Management Coordinator, the Emergency Management Coordinator for the City of Gillette, and the Director of the Wright Preparedness Advisory Council as the Point of Contacts (POC) for their respective jurisdictions, serving as the principal coordinator for the implementation of NIMS including the overall coordination and development of NIMS-related activities and documents for their jurisdiction.
3. Direct the agencies and organizations within each jurisdiction to ensure incident personnel receive pertinent NIMS training in alignment with the NIMS Training Program. This alignment is contained in Section IV, U. Training and Exercise.
4. Will identify and inventory deployable incident resources consistent with national NIMS resource typing definitions and job titles/position qualifications available through the Resource Typing Library Tool. <https://rtlt.preptoolkit.fema.gov/>
5. Adopt NIMS terminology for the qualification, certification, and credentialing of incident personnel.
6. Use the NIMS Resource Management Process during incidents (i.e.: Identify requirements, order and acquire, mobilize, track and report, demobilize, reimburse and restock).
7. As appropriate develop, maintain, and implement mutual aid agreements, including agreements with the private sector and nongovernmental organizations.
8. Apply ICS as the standard approach to the on-scene command, control, and coordination of incidents.
9. Implement JIS for the dissemination of incident information to the public, incident personnel, traditional and social media, and other stakeholders.
10. Use MAC Groups/Policy Groups during incidents to enable decision making among elected and appointed officials and support resource prioritization and allocation.
11. Organize and manage EOCs and EOC teams (Response Coordination Centers) consistent with pertinent NIMS guidance.
12. Apply plain language and clear text communications standards.
13. Work to ensure interoperable and secure communications exist within and across jurisdictions and organizations.

14. Develop, maintain, and implement procedures for data collection, analysis, and dissemination to meet organizational needs for situational awareness.

II. SITUATION

This section of the plan summarizes the hazards that could potentially affect Campbell County, the City of Gillette and Town of Wright. The hazards and risk analysis addresses the major hazards to which the County is vulnerable; provides a summary of the County's vulnerable population; outlines the assumptions that were considered in the planning process; and defines disaster magnitude classifications that will trigger County response under the NIMS.

A comprehensive hazard and risk assessment is contained in the Wyoming Region 1 Regional Hazard Mitigation Plan, Campbell, Crook, Johnson, Sheridan and Weston Counties, adopted in September 2018 by Campbell County, City of Gillette and Town of Wright. The plan is kept under separate cover and can be accessed by contacting Campbell County Emergency Management Agency.

A. Hazard Analysis

Hazard and Vulnerability Assessment Summary

Campbell County, the City of Gillette and Town of Wright are vulnerable to a wide range of hazards that threaten its communities, businesses and environment. To determine the hazards that pose the greatest threat, Campbell County, the City of Gillette and Town of Wright has prepared a hazard mitigation plan which identifies and assesses the risk of hazards affecting our jurisdictions. The major findings are summarized below. The assessment was developed from historical data of events that have occurred, and specifically examines:

1. Probability (frequency) of event
2. Magnitude of event
3. Expected warning time before event
4. Expected duration of event

For emergency management planning purposes, the critical analysis that must be undertaken is an assessment of the consequences of each hazard, including potential area of impact, population exposed and impacted, duration of the hazard, and potential economic consequences. These rankings utilize criteria which weights them proportionally through historic data as well as future projections based on economic, demographic, the critical infrastructure information.

Three levels of risk have been identified: High, Moderate and Low.

High - High probability of occurrence; at least 50 percent or more of population at risk from hazard; significant to catastrophic physical impacts to buildings and infrastructure; major loss or potential loss of functionality to all essential facilities (hospital, police, fire, ERCC and shelters).

Moderate - Less than 50 percent of population at risk from hazard; moderate physical impacts to buildings and infrastructure; moderate potential for loss of functionality to essential facilities.

Low - Low probability of occurrence or low threat to population; minor physical impacts.

Hazard Profile Summary for Joint Emergency Operations Plan						
Hazard	Probability	Magnitude	Warning Time	Duration	CPRI	Planning Significance
Severe Winter Storms	4	3	2	3	3.3	High
Tornadoes	4	3	4	4	3.7	High
Wildland Fires	4	4	4	3	3.9	High
Hazardous Materials	3	3	4	3	3.15	High
Toxic Gas Seeps	2	2	1	4	2.05	Moderate
Floods	4	3	4	4	3.7	High
Microbursts	4	3	4	4	3.7	High
Drought	2	4	1	4	2.65	Moderate
Earthquakes	2	3	4	4	2.8	Moderate
Landslides	3	3	4	4	3.25	High
Terrorism	2	3	4	4	2.8	Moderate

Source: Campbell County THIRA, September 2017

Critical Infrastructure/Facilities

Child Care

As of September 2021 the Wyoming Department of Family Services lists 46 childcare facilities within Gillette and Wright, with a total capacity of 1,729 children.

Community	Number of Facilities	Maximum Number of Children
Gillette	51	1,690
Wright	2	39
Total	46	1,729

Source: Wyoming Department of Family Services September 2021

Senior Citizens

The following facilities provide live-in care for senior citizens and disabled residents or serve as congregate meeting areas for seniors. For purposes of this document, a “senior citizen” is anyone over age 65.

- Beehive Home
- Lasting Legacy Center
- Sol-Domus
- Primrose Retirement Center
- Campbell County Senior Citizens Center (Lunchtime)

Senior Citizens (65+)

Age Range	Number of Citizens 2010 Census	Number of Citizens 2020
65-69	995	2,137
70-74	626	1,288
75-79	463	727
80-84	317	423
85+	215	394

Source: http://eadv.state.wy.us/Wy_facts/Campbell2020.htm and United States Census

Children (0-19)

Age Range	Number of Citizens 2010 Census	Number of Citizens 2020
Under 5	4,063	3,348
5-9	3,550	3,490
10-14	3,414	3,743
15-19	3,200	3,123

Source: http://eadv.state.wy.us/Wy_facts/Campbell2020.htm and United States Census

Schools

School	Grades	Town	Enrollment	Staff	Total
Buffalo Ridge	K-6	Gillette	424	67	491
Conestoga	K-6	Gillette	375	59	434
Cottonwood	K-6	Wright	196	45	241
Hillcrest	K-6	Gillette	386	80	466
Lakeview	K-6	Gillette	399	83	482
Meadowlark	K-6	Gillette	209	50	259
Paintbrush	K-6	Gillette	319	58	377
Prairie Wind	K-6	Gillette	315	61	376
Pronghorn	K-6	Gillette	359	59	418
Rawhide	K-6	Gillette	324	54	378
Rozet	K-6	Rozet	262	50	312
Stocktrail	K-6	Gillette	389	57	446
Sunflower	K-6	Gillette	302	54	356
Wagonwheel	K-6	Gillette	231	54	285
Little Powder	K-8	Rural	23	9	32

Recluse	K-8	Rural	14	8	22
4-J	K-8	Rural	43	7	50
Sage Valley	7-8	Gillette	699	98	797
Twin Spruce	7-8	Gillette	687	91	778
Wright Jr/Sr	7-12	Wright	196	42	238
CCHS	9-12	Gillette	1,155	146	1301
Thunder Basin	9-12	Gillette	1,178	137	1315
Westwood	9-12	Gillette	145	25	170
Yes House	7-12	Gillette	16	3	19
CC Virtual School	K-6	All	25	2	27
Total	K-12	All	8,671	1,399	10,070

Source: Campbell County School Enrollment, September 1, 2021

School		Enrollment	Staff	Total
Home School	150 "Homes"	297	N/A	297
John Paul II Catholic School	Grades K-12	155	30	185
Heritage Christian School	Grades K-12	57	13	70

Sources: Wyoming Dept of Education, John Paul II School, Heritage School September 1, 2021

Facilities

Madison Pipeline (42 miles)	Moorcroft to Gillette
City of Gillette Water System	Gillette
City of Gillette Water Mains	Gillette
City of Gillette Wastewater System	Gillette
City of Gillette Sewer Mains	Gillette
City of Gillette Streets (258 miles)	Gillette
City of Gillette Electrical Utility System	Gillette
Gillette City Hall/Police Department	Gillette
City West	Gillette
City of Gillette Warehouse	Gillette
City of Gillette PT Building	Gillette
City of Gillette Equipment Storage Building	Gillette
City of Gillette Electrical Storage Building	Gillette
City of Gillette Animal Shelter	Gillette
City of Gillette Parks/Streets Shop	Gillette
Agriculture Complex	Wright
Animal Shelter	Wright
Southern Campbell Co Medical Clinic	Wright
Public Safety Building	Wright
Wright Multi-Purpose Building	Wright
Wright Recreation Center	Wright
Wright Town Hall	Wright
Wright Maintenance Shop	Wright
Town of Wright Streets	Wright

Visitor Center	Wright
Wright Water/Wastewater Systems	Wright
Fire Station #9	Wright
Fire Station #1	Gillette
Fire Station #2	Northeast Gillette
Fire Station #3	South Gillette
Fire Station #4	Southwest Gillette
Fire Station #7	CamPlex
Fire Station #10	Nickelson Little Farms Subdivision
Fire Station #11	Sleepy Hollow Subdivision
Fire Station #12	Rozet
Fire Station #13	Freedom Hills Subdivision
Northeast Wyoming Regional Airport	Gillette
Campbell County Public Health	Gillette
Campbell County Courthouse	Gillette
Campbell County Sheriff's Office/Detention Center	Gillette
Campbell County Road and Bridge	Gillette
Campbell County Roads (810 miles, 190 paved)	County-wide
Campbell County Bridges (14 major bridges)	County-wide
Campbell County Children's Center	Gillette
Campbell County Recreation Center	Gillette
Campbell County Transfer Station (Landfill)	Gillette
Campbell County Landfill	North of Gillette
Legacy Manor	Gillette
Campbell County Health (Hospital)	Gillette
Gillette College	Gillette
Gillette College – Student Housing	Gillette
CamPlex Multi-Events Center	Gillette
Keyhole Broadcasting – KQOL 105.3 FM	Gillette
Keyhole Broadcasting – KOAL 106.1 FM	Gillette
Basin Radio – KGWY 100.7 FM	Gillette
Basin Radio – KAML 97.3 FM	Gillette
Basin Radio – 106.7 FM	Gillette
Basin Radio – KDDV 101.5 FM	Gillette
Basin Radio – KAML 1270 AM	Gillette
University of Wyoming – KUWG 90.9	Gillette
Calvary Chapel – KLWD 91.9 FM	Gillette
American Family Association – KGLL 88.1 FM	Gillette
First Presbyterian Church – KCOV-LP 95.7 FM	Gillette

Source: CCEMA – November 2019

Disaster Magnitude Class

This is an all-hazards Joint EOP and addresses minor, major and catastrophic disasters. These levels of disaster are defined as:

Catastrophic Disaster: A disaster that will require massive State and Federal assistance, including immediate military involvement. Federal assistance will involve response as well as recovery assets.

Major Disaster: A disaster that will likely exceed local capability and require a broad range of State and Federal assistance. The Federal Emergency Management Agency (FEMA) will be notified and potential Federal assistance will be predominantly recovery oriented.

Minor Disaster: A disaster that will likely be within the response capability of local government and will result in only a minimal need for State or Federal assistance.

B. Capability Assessment

Currently capability assessments are performed by local homeland security programs and their stakeholders in Wyoming. The results of the capability assessment, or Community Preparedness Report (CPR), will guide future investments in planning, training, exercising and resources. The local capability assessment is classified as “For Official Use Only” or FOUO and is available to appropriate parties under separate cover and can be accessed by contacting Campbell County Emergency Management Agency.

Capability Targets are developed in accordance with THIRA guidelines, resulting in comprehensive Capability Estimation rankings.

C. Economic Profile

The economy of Campbell County, WY employs 23,242 people.

The largest industries in Campbell County, WY are:

- Mining, Quarrying, & Oil & Gas Extraction (5,897 people)
- Government (4,810) *includes public education and hospitals*
- Retail Trade (2,339 people)
- Leisure & Hospitality (2,362)
- Construction (1,992)
- Professional & Business Services (1,623)
- Educational & Health Services (1,105 people).

The highest paying Sectors (Average Annual Wage) are:

- Utilities (\$103,456)

- Mining, Quarrying, & Oil & Gas Extraction (\$90,074)
- Wholesale Trade (\$81,655)
- Manufacturing (\$73,305)

Source: http://easdiv.state.wy.us/Wy_facts/Campbell2020.htm

In 2017, the USDA Census of Agriculture listed 643 Farms and Ranches in Campbell County, covering 2.9 million acres, with an average size of 4,512 acres per Farm/Ranch. 5,110 acres were under irrigation, and the market value of all products sold was \$69,897,000. Of that, \$2,557,000 was from crops (of which \$2,044,000 was Hay) and \$67,340,000 was from Livestock, Poultry and Products. 66,838 acres were listed as producing Forage, 3,422 acres produced Wheat for grain, 509 acres produced Barley for grain and 172 acres produced Oats for grain.

For livestock, in 2017 Campbell County was home to 75,310 head of Cattle and Calves, 28,194 head of Sheep and Lambs, and 3,121 Horses and Ponies.

Campbell County has 1,155 total producers, 692 were male, 463 were female. 718 were listed as being 35-64 years of age, 364 as 65 or older. 324 were listed as New and Beginning Farmers.

Source: https://www.nass.usda.gov/Publications/AgCensus/2017/Online_Resources/County_Profiles/Wyoming/cp56005.pdf

Median household income in Campbell County, WY is \$82,659. Males in Campbell County, WY have an average income of \$72,043. The average income of females (\$41,241). The per capita personal income in Campbell County is \$55,348.

Source: http://easdiv.state.wy.us/Wy_facts/Campbell2020.htm

U.S. Census data indicates 7.7% of Campbell County's population are in poverty.

Source: *U.S. Census QuickFacts, September 2021*

The latest figures available from the U.S. Census Bureau lists data from the year 2019 and shows A total of 1,482 business establishments in Campbell County with 19,814 paid employees. The annual payroll is \$1,261,303,000.

The mean travel time to work for employees 16 and older is 21 minutes.

Source: *U.S. Census QuickFacts, September 2021*

4,910 Campbell County Residents commute from Campbell County to another county for work. 6,546 workers commute into Campbell County for work.

Source: http://easdiv.state.wy.us/Wy_facts/Campbell2020.htm

The economy of Campbell County is primarily based on energy extraction. Coal, oil, gas and uranium are all produced in the County.

Mineral resources in the County include coal, oil, natural gas, uranium, and sand and gravel. The first open pit coal mine in Wyoming, Wyodak Resources' mine east of Gillette, opened in 1925. The coal reserves of Campbell County make a significant contribution to meeting the

nation's energy needs and coal from the County is burned in generation facilities in approximately half of the states in the country.

Commercial oil and gas activity in the County began in the late 1940s and continues today. Since the late 1980s coal bed methane gas exploration and production has occurred in the central areas of the County.

Transportation

Roads – The primary vehicle corridor crossing the County is Interstate 90, which crosses the center of the County passing through Gillette in an east-west direction.

State Highways 14 and 16 run generally northwest/southeast in the north half of the County turning due east at Gillette.

State Highway 59 runs north-south through the County linking Gillette and Wright with Douglas to the south. Highway 59 is the most heavily traveled state highway in Wyoming.

State Highway 50 runs southwest from Gillette in the southern half of the County.

State Highway 387 runs south and west from Wright linking it with Casper, which is south of the Town of Wright.

Highway 450 runs south and east to the Weston County line continuing to the east, to Newcastle.

The road network in the County also includes approximately 1,000 miles of County roads (190 miles paved, 810 miles gravel), 14 major County bridges, roads providing access to energy development, and private roads and drives that access rural residences, subdivisions, and ranches.

Railroads – Burlington Northern Santa Fe (BNSF) Railroad has two main rail lines in the County. One line crosses the County in a northwest to southeast direction as far as Gillette, then continues in an easterly direction parallel to Interstate 90. Approximately 10 miles east of Gillette, the line intersects at the "Donkey Creek Junction." A rail spur serves the large coal mines north and east of Gillette and ties in at Donkey Creek. The second line running to the south continues to Douglas while serving the mines in the southern half of the County. The Union Pacific Railroad also operates some coal-shipping trains into and out of the County.

Airport – North East Wyoming Regional Airport (GCC) Airport is located 4 miles north of the city of Gillette on Wyoming State Highway 14/16. The airport sits at an elevation of 4,363 feet above sea level and is attended from 0600 to 2300 hours and encompasses approximately 900 acres.

The airport is owned by the County of Campbell and is operated by a five-member Airport Board of Trustees appointed by the County Commissioners.

The airport is classified as a Category IV security index.

North East Wyoming Regional Airport is served by United Express/SkyWest Airlines with three daily direct flights to Denver, Colorado. Passenger enplanements in 2020 and 2021 dropped to approximately 19,000 annually due to COVID and economic restrictions but are projected to return to approximately 30,000 annually in 2022. The airport is also served by Alpine Air which delivers freight six days per week.

D. Spatial Profile

Campbell County is located on the high plains of Northeastern Wyoming. Much of the County can be characterized as rolling prairie although there are areas of hills and timber, and the Pumpkin Buttes in the southeastern part.

The County measures 50 miles east-west by 100 miles north-south and encompasses approximately 5,000 square miles.

Campbell County is situated in northeast Wyoming in the Powder River Basin, surrounded by Johnson County to the west, Sheridan to the northwest, Weston County to the southeast, Crook County to the northeast, Converse County to the south, and Powder River County, Montana to the north.

Elevations range from a low of 4,100 feet above sea level in the northwest corner of the County to 6,052 feet on the top of the north Pumpkin Butte. The elevation is 4,544 at Gillette and 5,010 at Wright.

The County is drained by three river basins. The southern and extreme eastern part of the County drains to the south into the Cheyenne River. The central portion of the County is drained by the Belle Fourche which begins in Campbell County and flows northeasterly into Crook County. The northwestern area of the County is drained by the Powder River of which only 7 miles crosses the northwest tip of the County flowing to the north and east.

The Belle Fourche, Little Powder, and Powder Rivers are perennial streams. Donkey, Stonepile, and Caballo Creeks are perennial, but this may be only because of point source discharges into them.

Population Demographics

The 2020 U.S. Census placed Campbell County's population at 47,026.

Source: U.S. Census QuickFacts, September 2021

Campbell County – Based on the 2020 numbers, Campbell County has 13,704 residents 19 or younger, 13,047 residents between 20 and 39 years of age, 11,413 between 40 and 59 years of age, and 5,345 over 60, 2,015 are between 70 and 79, and 817 are 80 years old or older. 49.2% of Campbell County's population is Female.

The County's Median Age is 35.1 years old.

Gillette – The City of Gillette's population in the 2020 Census was 33,403. Of the 2020 population, 8.6% were under 5 years of age, 29.7% were under 18 years of age, and 8.2% were 65 or over. 49.6% of Gillette's population is Female.

Wright – The Town of Wright's population in the 2020 Census was 1,644. Of the 2020 population, 5.4% were under 5 years of age, 76.2% were under 18 years of age, and 9.7% were 65 or over. 46.6% of Wright's population is Female.

The 2020 Census estimates as of April 1, 2020 lists 94.7% of Campbell County's population identified as being white, 8.9% Hispanic or Latino, 1.6% American Indian or Alaska Native, 0.8% Asian and 0.7% Black or African American. 2.2% of the population listed themselves as being of two or more races.

The 2020 Census states 23% of Campbell County's residents have a German ancestry, 9% Irish, 8% English, 5.4% Norwegian, 2.1% French (except Basque), 1.8% Italian, 1.5% Scottish, 1.2% Polish.

83.5% of the population reported living in the same house for one year or longer, 3.1% were foreign born, 6% reported a language other than English was what was spoken in their home, 92.9% percent were high school graduates, 18.9% had a bachelor's degree or higher, 3,485 were veterans.

Source: U.S. Census QuickFacts, September 2021

Climate

Gillette, Wyoming has a cold semi-arid steppe climate. The area within 25 miles of the North East Wyoming Regional Airport (GCC) is covered by shrub lands (91%) and grasslands (9%).

Temperatures

The annual high temperature in Gillette is 59.3 degrees Fahrenheit, and the annual low is 33 F degrees, making an average temperature of 46.15 F degrees. Over the course of a year, the temperature typically varies from 15°F to 89°F and is rarely below -2°F or above 97°F. The warm season lasts from June 21 to September 8 with an average daily high temperature above 78 degrees F. The hottest day of the year (on average) is July 22nd, with an average high of 89 F degrees and a low of 59 F degrees. The cold season lasts from November 17 to March 12 with an average daily high temperature below 46 F degrees. The coldest day of the year (on average) is December 14th, with an average low of 15 F degrees and a high of 35 F.

Precipitation

Annual precipitation is 16.93 inches of rain, with an annual snowfall of 59 inches. The probability that precipitation will be observed in Gillette varies throughout the year. On average, precipitation is most likely around May 13, occurring in 42% of days. Precipitation is least likely around September 7, occurring in 23% of days. There are typically 40 days of snowfall during the year.

Over the entire year, the most common forms of precipitation are light snow and light rain. Light snow is most likely to fall on average around February 1st, when it is observed during 34% of all days. Of days with precipitation during the year, 46% of those days are light snow. The likelihood of significant snow falling is highest around January 31, occurring in 37% of days. The season in which it is relatively likely for snow to fall spans October 16 to May 7. The months of March and April are the two largest months for snowfall, 11 and 10 inches respectively. On the average, snow is recorded every month except for June, July and August. Light rain is observed during 26% of those days with precipitation, and on average, is most likely around June 2nd when it is observed during 19% of all days.

Sunlight

The length of the day varies significantly over the course of the year and changes a few minutes within the county from north to south. Using Gillette as a central point in the county, in 2015 the shortest day is December 18th with 8:51 hours of daylight; the longest day is June 21 with 15:32 hours of daylight. The earliest sunrise was at 4:17 a.m. on June 14th and the latest sunset is at 8:50 p.m. on June 21st. The latest sunrise was at 7:38 a.m. on December 30th and the earliest sunset was at 4:23 p.m. on December 4th. Daylight Saving Time (DST) is observed, beginning on June 21st and ending November 1st in 2015.

Winds

Over the course of the year, typical wind speeds vary from 0-21 mph (calm to fresh breeze), rarely exceeding 30 mph. The Highest average wind speed of 12 mph occurs around April 5th, at which time the average daily maximum wind speed is 20 mph. The lowest average wind speed of 9 mph occurs around July 18, at which time the average daily maximum wind speed is 18 mph. The wind is most often out of the south (19% of the time), north west (14% of the time), south west (14% of the time), west (12% of the time), and north (12% of the time). The wind is least often out of the east (3% of the time) and north east (3% of the time).

School Districts / Higher Education

Primary and Secondary education is offered by the **Campbell County School District**, which as of the 2021-22 school year has 17 elementary schools, three Junior High Schools and four High Schools. There are ten elementary schools within the Gillette city limits, one within Wright, and six located in the county outside of Gillette and Wright. The school district also operates a Virtual School, the Lakeway Learning Center, the Educational Services Center where the districts administration is located, and the district's Aquatic Center in Gillette.

In September of the 2021-2022 school year, the district has 1,399 employees and the enrollment is 4,570 elementary students and 4,076 secondary students. The district's transportation department fields a total of 170 buses.

(Source: CCSD, September 2021)

There are two private schools operating in Gillette

The **John Paul II Catholic School** serves students pre-school through Sixth Grade and is located at 1000 Butler-Spaeth Road in Gillette. For the 2021-22 school year they had a total of 155 students preschool through 6th grade and 30 employees.

(Source: John Paul II Catholic School, September 2021)

Heritage Christian School includes preschool classes for 4-year old's, along with Kindergarten through 12th Grade. The school is located at 510 Wall Street Court in Gillette, and for the 2021-22 school year, they had a total student population (including preschool) of 57 students and 13 employees.

(Source: Heritage Christian School, September 2021)

Gillette Community College District, in partnership with the Northern Wyoming Community College District, offers Associate of Arts, Associate of Science and Associate of Applied Science Degrees at their campus in Gillette located at 300 West Sinclair. The College also offers concurrent enrollment programs at all four high schools in Campbell County.

The Gillette College facilities include the main facility at 300 West Sinclair which opened in 2003, the 96,000-square foot Technical Education Center to the north at 3251 South 4-J Road, and the Nursing program located at the Herb & Dorothy Carter Health Sciences Center to the south, along with the 100 student Tanner Village residence hall complex. In 2016 the college opened a new 52,000-square foot Education and Activity Center southeast of the Health Sciences Education Center known as the "Pronghorn Center." In the fall of 2019, a new collegiate outdoor soccer field with artificial turf was inaugurated on the south side of the Pronghorn Center. Inspiration Hall, a 175-bed dormitory, was opened in 2017, but is currently closed and used on a limited basis. The Rodeo/Ag Arena, a 52,000 square foot rodeo arena is located at 5660 E Boxelder Road.

Fall 2020 student enrollment shows the College served 2,047 students, of which 483 were classified as full-time. The full-time equivalent (FTE) student count was 1,177. Student housing is offered but currently limited to Tanner Village.

The Campus is also the site of the UW Outreach program, offering some distance learning University of Wyoming courses. The Campus houses the MSHA (Mine Safety and Health Administration) training program in Gillette and Adult Basic Education Program.

(Source: Gillette College, September 2021)

Vulnerable Populations

Campbell County, the City of Gillette and Town of Wright recognize consideration must be made to reasonably accommodate vulnerable populations during emergencies. Campbell County, the City of Gillette and Town of Wright work to prepare plans and conduct necessary operations which attempt to accommodate the needs of those most vulnerable during an emergency event.

Campbell County Vulnerable Populations	
County Population (2020) ¹	46,341
Number of Households (2020) ¹	17,547
Children Age 19 and Under (2020) ¹	13,704
Seniors Age 65-84 (2020) ¹	4,575
Seniors Age 85+ (2020) ¹	394
Number of Births by Mothers County of Residence (2020) ²	597
Campbell County School District #1 Enrollment (August 30, 2021) ³	8,787
Childcare Facilities / Capacity (October 1, 2021) ⁴	47 / 1,764
Persons who speak English less than "very well" (2019) ⁵	831
Persons Living Below Poverty Level (2020) ¹	5,674
Children (under 18) Living Below Poverty Level (2020) ¹	2,130
Persons with Food Insecurity (2017) ⁶	5,390
K-12 Students Experiencing Homelessness (2019) ⁷	366
Adults Experiencing Homelessness (2019) ⁸	11
Households with No Access to a Vehicle (2019) ⁵	647
Food Stamp Recipients (SNAP) ⁵	3,505
WIC Participants (2021) ⁹	804
Wyoming Medicaid Enrollees (2020) ¹	5,660
Deaf and Hard of Hearing (2019) ¹⁰	1,607
Persons a Vision Difficulty (2020) ¹¹	751
Persons with a Cognitive Disability (2020) ¹¹	1,271
Persons with an Ambulatory Difficulty (2020) ¹¹	996
Persons with a Self-Care Difficulty (2020) ¹¹	595
Persons with an Independent Living Difficulty (2020) ¹¹	797
Persons with Alzheimer's Diagnosis (2018) ¹²	464
Persons with Any Mental Illness (2017) ¹³	6,313
Persons with Serious Mental Illness (2017) ¹³	1,503
Persons with a Chronic Medical Condition (2017) ¹³	19,782
Binge Drinking Among Adults Aged 18+ (2018) ¹⁴	7,217
Obesity Among Adults Aged 18+ (2018) ¹⁴	11,950
Current Smoking Among Adults 18+ (2018) ¹⁴	7,217
Medicare Recipients (August 2019) ¹⁵	5,082
All Electrically Dependent Medicare Recipients (August 2019) ¹⁵	584
Medicare Dialysis Patients - Facility/At-Home (August 2019) ¹⁵	33 / 22
Oxygen Tank Dependent Medicare Recipients (August 2019) ¹⁵	171
Oxygen Concentrator Dependent Medicare Recipients (August 2019) ¹⁵	555
Medicare Recipients who are Ventilator Dependent (August 2019) ¹⁵	37
Medicare Recipients who Require Home Healthcare (August 2019) ¹⁵	50
Data Sources	
¹ http://eadiv.state.wy.us/demog_data/County_Profile.html	

² https://datacenter.kidscount.org/data/tables/3516-total-births?loc=52&loct=5#detailed/5/7113-7135/false/574,1729,37,871,870,573,869,36,868,867/any/7236
³ Campbell County School District #1
⁴ Wyoming Department of Family Services
⁵ https://www2.census.gov/programs-surveys/saipe/datasets/2019/2019-state-and-county/est19-wy.txt ACSDPSY2019.DP02
⁶ Map the Meal Gap: Feeding America (2017)
⁷ Wyoming Department of Education Data (2017-2019)
⁸ PIT Count WY DFS (January 2019)
⁹ Campbell County Public Health Department (2021)
¹⁰ https://data.census.gov/cedsci/table?q=persons%20with%20hearing%20difficulties&t=Disability&g=0500000US56005&tid=ACSDT5Y2019.B18102
¹¹ https://data.census.gov/cedsci/table?q=persons%20with%20vision%20difficulties&t=Disability&g=0500000US56005&tid=ACSST5Y2019.S1810
¹² www.akz.ircg *10% of 2018 population age > 65
¹³ www.nimh.nih.gov
¹⁴ https://chronicdata.cdc.gov/500-Cities-Places/PLACES-Local-Data-for-Better-Health-County-Data-20/swc5-untb
¹⁵ HHS emPower Data (August 2019)

ESF's within this plan outline or identify guidance to better assist supporting vulnerable needs populations. While Campbell County, the City of Gillette and Town of Wright believe our citizenry must take individual responsibility for being prepared for emergencies resulting from any hazards, we acknowledge there will be times it is beyond the capabilities of both our citizens and local government and it may become necessary to request assistance from regional and/or state partners. Specifically, the following will be addressed in this Joint EOP:

- Identification of Vulnerable populations: Basic Plan, Vulnerable Needs Planning System, ADA criteria in Authorities and References.
- Notification: ESF 2
- Evacuation and Transportation: ESF 1
- Sheltering: ESF 6
- First aid and medical care: ESF 8
- Temporary lodging and housing: ESF 6
- Transition back to the community: ESF 14
- Recovery: ESF 14

Pets and Service Animals

This plan takes into consideration the needs of individuals with disabilities relying on service animals. The Americans with Disabilities Act (ADA) protects the rights of all individuals with disabilities and requires that State and local governments comply with Title II of the ADA in the emergency and disaster-related programs, services, and activities they provide.

The sheltering and protection of companion animals are the primary responsibility of their owners. When owners are unable to provide for the care and needs of their household pets and service animals, the local jurisdictions will provide assistance as outlined in the Pets Evacuation and Transportation Standards Act of 2006 (PETS) and FEMA DAP 9523.19. The Pets Evacuation and Transportation Standards Act of 2006 requires that local governments plan for sheltering and care of household pets and service animals during emergencies where shelters are established. Campbell County, the City of Gillette and Town of Wright have included pet sheltering as part of ESF 6: Mass Sheltering Annex. The following is specifically addressed in ESF 6:

- Pre-event planning
- Animal sheltering operations
- Animal registration and return
- Coordination with human shelters

FEMA Disaster Assistance Policy 9523.19

The Policy identifies the expenses related to state and local governments' emergency pet evacuation and sheltering activities that are eligible for reimbursement following a major disaster declaration under Category B, Emergency Protective Measures, and provisions of the Public Assistance Program. The terms household pet, service animal, and congregate household pet shelters are defined. The policy details eligible reimbursements related to shelter facilities, supplies and commodities, eligible labor, equipment, emergency veterinary services, transportation, shelter safety and security, cleaning, reunification, and restoration, and the removal and disposal of animal carcasses.

E. Planning Assumptions

The preparation of the Joint EOP was guided by several assumptions that address a range of issues that potentially impact response and recovery capabilities and the concept of operations. These assumptions include:

- Incidents are best managed at the lowest possible geographic, organizational and jurisdictional level.
- A disaster may occur with little or no warning and may escalate more rapidly than the ability of our jurisdictions to effectively respond.
- Achieving and maintaining effective citizen and community preparedness reduces the immediate demands on response organizations. This level of preparedness requires continued public awareness and education programs to ensure citizens will take

appropriate advance actions to reduce their vulnerability, especially during the initial days (first 72-120 hours) after disaster impact.

- Disasters may involve multiple jurisdictions simultaneously.
- Disasters will require significant information sharing across jurisdictions and between the public/private sector.
- Campbell County, the City of Gillette and Town of Wright will utilize available resources fully before requesting state and/or federal assistance.
- Mutual Aid Agreements (MAA's) will be implemented in those instances when locally available resources are depleted or need augmentation and MAA's will be of use.
- To the extent possible, the jurisdictions will coordinate all public information activities during an emergency.
- Disasters may attract a sizeable influx of spontaneous volunteers and donations.
- Widespread damage to commercial telecommunications facilities may occur and the ability of governmental response and emergency response agencies to communicate may be impaired.
- Homes, public buildings and other critical facilities and equipment may be destroyed or severely damaged.
- Debris may make streets and highways impassable, seriously impeding the movement of emergency supplies and resources.
- Public utilities may be damaged and may be either fully or partially inoperable.
- Many emergency personnel may themselves become victims of the emergency, preventing them from performing their assigned emergency duties.
- Numerous separate hazardous conditions and other emergencies could result from the major event, further complicating the response efforts.
- People may be forced from their homes and large numbers of people may be killed or injured.
- Many victims may be in life-threatening situations requiring immediate rescue and medical care.
- There may be shortages of a wide variety of supplies necessary for emergency survival.

- Our hospital, nursing homes, pharmacies and other health/medical facilities may be severely damaged or destroyed; and the number of victims requiring medical attention may overwhelm those that do remain in operation.
- Normal food processing and distribution capabilities may be severely damaged or destroyed.
- Damage to fixed facilities that generate, produce, use, store or dispose of hazardous materials could result in the release of hazardous materials into the environment.
- Near-total disruption of energy sources and prolonged outages may occur.
- Initially, emergency response will focus on lifesaving activities. Local officials will work toward restoring order and control in the disaster area.
- In major and catastrophic disasters, the Campbell County Emergency Response Coordination Center (ERCC) may become the central coordination point for response and recovery activities.
- Where possible, the emergency response will be coordinated through Emergency Support Functions (ESF's). The coordinating agency for each support function is responsible for coordinating the planning and response activities for all the agencies of the function and will coordinate with the Emergency Response Coordination Center (ERCC).
- The County will coordinate as needed with State and Federal personnel to expedite recovery.
- Damage assessments will be conducted as soon the situation permits.
- The jurisdictions will work to reduce their vulnerabilities and risk to hazards through proactive mitigation actions and activities.
- All levels of government share the responsibility for working together in mitigating, preparing for, responding to, and recovering from disasters. Emergency plans and procedures established by the jurisdictions are to be exercised on a regular basis.
- Those individuals and organizations with responsibilities identified in the Joint EOP (or in plans that support of the Joint EOP) are to be sufficiently trained and prepared to perform their respective responsibilities.

III. ROLES AND RESPONSIBILITIES

A. Federal Government

The federal government is responsible for:

- Preventing terrorist attacks within the United States through the Department of Homeland Security; reducing the vulnerability of the nation to terrorism, natural disasters, and other emergencies; and minimizing the damage and assisting in the recovery from emergencies.
- Providing emergency response on federally owned or controlled property, such as military installations and federal prisons.
- Providing federal assistance as directed by the President of the United States under the coordination of the United States Department of Homeland Security, Federal Emergency Management Agency and in accordance with National Response plans.
- Identifying and coordinating provision of assistance under other federal statutory authorities.
- Aiding the State and local governments for response to and recovery from a commercial radiological incident consistent with guidelines as established in the current Federal Radiological Emergency Response Plan and the National Response Plan.
- Managing and resolving all issues pertaining to the influx of illegal immigrants.
- Providing repatriation assistance to U.S. citizens (including noncombatants of the U.S. Department of Defense) evacuated from overseas areas. The U.S. Department of Health and Human Services (DHHS), in coordination with other designated federal departments and agencies, is responsible for providing such assistance.

B. State Government

As a State's Chief Executive, the Governor is responsible for the public safety and welfare of the people of Wyoming. The Governor:

- Is responsible for coordinating State resources to address the full spectrum of actions to prevent, prepare for, respond to, and recover from incidents in an all-hazards context to include terrorism, natural disasters, accidents, and other contingencies.
- Has power to make, amend, and rescind orders and regulations under a Governor's emergency declaration.

- Provides leadership and plays a key role in communicating to the public and in helping people, businesses, and organizations cope with the consequences of any type of declared emergency within Wyoming.
- Encourages participation in mutual aid and implements authorities for the State to enter into mutual aid agreements with other States, tribes, and territories to facilitate resource-sharing.
- Is the Commander-in-Chief of State military forces (National Guard when in State Active Duty or Title 32 Status and serves as the authorized State militia.)
- Requests Federal assistance when it becomes clear that State or tribal capabilities will be insufficient or have been exceeded or exhausted.

The Wyoming Office of Homeland Security is responsible on behalf of the State for implementing all policy decisions relating to emergency management. These decisions are then relayed to the tasked state agencies. Emergencies relating to local matters will be coordinated with local emergency management coordinators.

C. County Government

County governments are responsible for:

- Maintaining an emergency management program at the county level involving all government, private and volunteer organizations which have responsibilities in the comprehensive emergency management system within the county.
- Coordinating the emergency management needs of all municipalities within the county and working to establish intra-county Mutual Aid Agreements as needed to render emergency assistance.
- Implementing public awareness, education and information programs designed to reach all citizens of the county including those needing special media formats, who are non-English speaking (including persons who do not use English as their first language), and those with hearing impairment or loss or those with access or functional needs.
- Coordinating mutual aid activities within the jurisdictions to ensure the provision of supplemental emergency aid and assistance.
- Maintaining an emergency management program designed to avoid, reduce and mitigate the effects of hazards through the enforcement of policies, standards and regulations.
- Maintaining cost and expenditure reports associated with disasters, including resources mobilized as a result of Mutual Aid Agreements.

- Coordinating public information activities during disasters.
- Developing and maintaining systems to coordinate the provision of shelters and mass care to those displaced by disasters.

Departments and agencies of Campbell County, the City of Gillette and the Town of Wright have specific responsibilities during disasters and/or during Emergency Response Coordination Center (ERCC) activations. The everyday organizational structure of Campbell County, the City of Gillette and Town of Wright's governments remain in effect during disaster situations, however certain functions of various departments may be modified or suspended to meet the needs of the disaster situation.

D. Municipal Government

Municipalities are responsible for ensuring the safety and well-being of their citizens, as well as providing initial response, within their capabilities, in the case of emergency/disaster events. At a minimum, they should establish emergency response policies and procedures for their jurisdiction. Specific responsibilities could include:

- Appoint and support a qualified person to serve as the City or Town Emergency Management Coordinator as required by Wyoming Statute 19-13-108. This position may serve as the primary emergency management point of contact between the City and the County and actively participates in the emergency management system.
- Coordinate and integrate emergency management activities of the jurisdiction with county emergency management through all phases of emergency management (mitigation, preparedness, response, and recovery).
- Provide Campbell County Emergency Management Agency with current copies of any city or town EOP's, Emergency Operating Guides or Standard Operating Procedures, emergency contact information, and lists of critical resources.
- Ensure incident management activities will be initiated and conducted using the concepts and principles identified by the National Incident Management System (NIMS).
- Ensure all responders have the appropriate level of NIMS and hazardous materials training.
- Work with Campbell County Emergency Management to coordinate efforts among the jurisdictions for establishing an overall damage assessment process.
- Ensure that Campbell County Emergency Management Agency is kept informed of situations that require (or may potentially require) coordination and/or the activation of the Campbell County Emergency Response Coordination Center (ERCC).

- Ensure that during a disaster, response activities (including requests for assistance and public information efforts) are coordinated among the jurisdictions and situation reports, damage assessments, and requests for County, State and/or Federal assistance are channeled through the County and to the State.

E. Special Districts

Special districts (such as Soil and Water Conservation, Water Management, Joint Powers Boards and Schools) should establish liaisons with the Jurisdictions and Campbell County Emergency Management to support emergency management capabilities. Special districts that involve inter-jurisdictional authority can provide resources and services to support other functionally related systems in times of disaster.

F. Private Sector

Members of the Private Sector are encouraged to:

1. Coordinate with government agencies to ensure a broad and comprehensive coverage of assistance during emergencies.
2. Provide and coordinate relief not provided by government on a complimentary and supplementary basis.
3. Certain organizations are required by existing law and regulation to bear the cost of planning and response to incidents, regardless of cause.
4. Unless the response role is inherently governmental (e.g., law enforcement, etc.), private-sector organizations are encouraged to develop and maintain capabilities to respond to and manage a complete spectrum of incidents and emergencies.
5. Develop Mutual Aid Agreements and Memorandums of Understanding for actions performed during emergencies.

G. Non-Government and Volunteer Organizations

- Coordinate with government agencies to ensure broad and comprehensive coverage of assistance and relief during emergencies.
- Provide and coordinate relief not provided by government on a complementary and supplementary basis.
- Develop Mutual Aid Agreements and Memorandums of Understanding of duties and areas of responsibilities to be performed during an emergency.

H. Hospitals, Nursing Facilities and Assisted Living Facilities

These facilities are responsible for the safety and well-being of visitors and tenants to their facilities. They have a state mandate to maintain an emergency operation plan and should coordinate those plans with the Campbell County Emergency Management Agency.

In September of 2016, a final rule “Emergency Preparedness Requirements for Medicare and Medicaid Participating Providers and Suppliers” with the purpose of “*Establishing national emergency preparedness requirements to ensure adequate planning for both natural and man-made disasters, and coordination with federal, state, tribal, regional and local emergency preparedness systems*” was published in the Federal Register, establishing a compliance/implementation date of November 15th, 2017.

The Emergency Preparedness Requirements for Medicare and Medicaid Participating Providers and Suppliers regulation outlines four core elements which are applicable to all 17 provider types, with a degree of variation based on inpatient versus outpatient, long-term care versus non-long-term care.

Medicare/Medicaid - Four Core Elements of Emergency Preparedness

1. Risk Assessment and Emergency Planning (Include but not limited to):
 - Hazards likely in geographic area
 - Care-related emergencies
 - Equipment and Power failures
 - Interruption in Communications, including cyber attacks
 - Loss of all/portion of facility
 - Loss of all/portion of supplies
 - Plan is to be reviewed and updated at least annually
2. Communication Plan
 - Complies with Federal and State laws
 - System to Contact Staff, including patients’ physicians, other necessary persons
 - Well-coordinated within the facility, across health care providers, and with state and local public health departments and emergency management agencies.
3. Policies and Procedures
 - Complies with Federal and State laws
4. Training and Testing
 - Complies with Federal and State laws
 - Maintain and at a minimum update annually

I. School Districts

School districts are responsible for the safety and well-being of students, staff and visitors to their facilities. Emergency plans should be developed which address those hazards to which

schools might reasonably be exposed. The districts are encouraged to be proactive in developing and implementing these plans.

J. Legal Affairs

Legal advice and guidance should be provided by the appropriate offices or departments to emergency management and the jurisdictions for all emergency management issues and concerns. These offices or departments are responsible for supporting requests about actions that require a legal opinion regarding jurisdictional policy and authority by ordinances, statutes and under state and federal laws (e.g., evacuations, quarantines, etc.).

K. Citizen Involvement

Campbell County, the City of Gillette and Town of Wright believe our citizenry must take individual responsibility for being prepared for emergencies resulting from any hazards,

The public is responsible for preparing for disasters just as the various levels of government do.

Specifically, individual, family and/or business plans need to be developed and maintained to ensure the appropriate level of preparedness.

Strong partnerships with citizen groups and organizations provide support for incident management prevention, preparedness, response, recovery, and mitigation.

Campbell County, the City of Gillette and Town of Wright work to provide our citizens opportunities for training and education on appropriate individual preparedness to deal with emergencies.

Vulnerable needs population citizens are encouraged to register their information with the Campbell County Emergency Management Agency for disaster planning and response purposes.

IV. METHODS OF OPERATION

Campbell County, the City of Gillette and Town of Wright use the nearest appropriate responder concept when responding to any threat, event or disaster. In most situations' agencies of Campbell County, the City of Gillette or Town of Wright will be the first and primary responders and will be required to exceed their abilities or deplete their resources before requesting state assistance. Under some circumstances, state or federal agencies may have the primary jurisdiction for the overall response effort. However, resources of Campbell County, the City of Gillette and the Town of Wright will normally provide the first response for all incidents impacting the jurisdictions.

A. Non-Disaster Daily Operations

Absent of a declaration of State or Local Disaster Emergency, day-to-day operations for Campbell County, the City of Gillette and Town of Wright are under the authority of the local governing body.

A proactive day-to-day disaster planning process is in place within the Emergency Management Agencies of the jurisdictions.

It is the responsibility of Campbell County, the City of Gillette and the Town of Wright to protect life and property from the effects of hazardous events. This plan is based on the concept that emergency functions of responding agencies will generally parallel their normal, day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases. Day-to-day functions that do not contribute directly to the emergency operation may be suspended for the duration of any emergency. Efforts which would normally be required of those functions may be re-directed to accomplish the emergency task assigned.

This plan aids in day-to-day operations by providing each agency information about their potential responsibilities during an emergency. This allows agencies to construct programs, strategies and methods which allow day-to-day responsibilities to compliment emergency operations.

Additionally, a Local Emergency Planning Committee (LEPC) has been established.

- The Local Emergency Planning Committee prepares county-wide hazardous materials emergency plans for facilities that use, produce or store hazardous substances present in the jurisdictions.

The Campbell County LEPC serves as the repository for reports filed in accordance with Title III of the Emergency Planning and Community Right-To-Know Act of 1986 (EPCRA). The LEPC directs Title III implementation activities and performs associated outreach functions to increase awareness and understanding of, and compliance with the EPCRA program.

In addition to its hazardous materials planning function, the Campbell County LEPC serves as an “All-Hazards” networking opportunity for local jurisdictions, non-governmental entities and the private sector.

In accordance with EPCRA, the Campbell County LEPC’s membership should consist of representatives of:

- Elected state and local officials
- Law enforcement
- Fire fighting
- Hazmat
- Medical
- Owners and operators of covered facilities
- Local environmental groups
- Hospital
- Transportation
- Media
- Community groups
- Health
- Emergency management

In Wyoming, LEPC’s are the county-level representatives of the State Emergency Response Commission, which has statewide responsibility for the provisions of EPCRA.

B. Emergency Operations

The governing body(ies) of any or all three jurisdictions (Campbell County Board of Commissioners, Mayors and Councils of the City of Gillette and Town of Wright) may declare a state of local disaster emergency within their jurisdiction(s).

The jurisdictions will work with emergency management to prepare disaster declarations. A declaration of a state of local disaster emergency shall implement the response and recovery elements of this plan and any applicable emergency operations plans. Subject to Wyoming statutes, the jurisdictions may issue any order deemed necessary for the efficient and effective management of protection of life or property or for the health and welfare of the general public.

The provisions of the Campbell County, City of Gillette and Town of Wright Joint EOP may be activated by the following positions:

1. The Campbell County Emergency Management Agency
2. The Campbell County Commissioners, Mayor and/or Council of the City of Gillette and/or Town of Wright or their designees.

3. The Campbell County Emergency Council.

Any response to emergencies or disasters not already the responsibility of emergency response entities within the jurisdictions is to be coordinated by the Campbell County Emergency Management Agency and the County Emergency Management Coordinator is the overall coordination authority for the incident. As defined in this plan, the ESF structure operates through the Campbell County Emergency Response Coordination Center (ERCC) and supports the Campbell County Emergency Management Agency.

C. ERCC Activations/Event Levels

The expected or actual severity of an incident or event is key in determining the level of activation of the ERCC. The Emergency Management Coordinator or his designee has the responsibility for determining whether the ERCC should be activated, at what level, if the level should increase or be decreased, or the ERCC should be deactivated. The purpose of the ERCC is to support response entities and centralize recovery decisions, plans and operational activities to maximize the efficiency, quality and quantity of resources under the Incident Command System. Multiple levels of activation allow for a scaled response, delivery of needed resources, and a level of coordination appropriate to the incident.

Physical and/or Virtual ERCC Activation

Campbell County maintains a physical Emergency Response Coordination Center (ERCC) at the Campbell County Sheriff's Office, 600 West Boxelder in Gillette, Wyoming. The Campbell County Emergency Management Agency also administers a virtual Emergency Response Coordination Center (ERCC) utilizing software known as WebEOC® which provides many of the same functions as a physical ERCC but provides distributed interoperability by allowing authorized users/agencies to access and provide information to other users via the virtual platform. Additional Emergency Response Coordination Centers (ERCCs) or Emergency Operation Centers (EOC's) may be established by the jurisdictions or their departments/agencies, and those centers and their operations should be coordinated as appropriate with the Campbell County Emergency Response Coordination Center (ERCC). Activations will involve either or both physical and virtual ERCC's in various combinations as event circumstances dictate.

Considerations for Determining Event Levels

The following factors are among those considered in determining the response level for the event and subsequent CCERCC activation:

- Anticipated timespan of event response and recovery
- Number of Operational Periods for the Event
- Need for additional manpower, call-backs
- Need for outside resources for the event
- Multi-agency or multi-jurisdictional response
- Issuance of Tornado or Severe Storm Warning(s)

- Issuance of Winter Storm or Blizzard Warnings
- Predicted rate of rain or snowfall
- Potential for Road Closures
- Threat of flooding
- Evacuations
- Potential requirement of emergency feeding or sheltering services
- Events which cause significant disruption to community activities
- Events which affect public safety
- Events which may cause business, school or other closures or alterations of normal operating schedules
- Potential or actual impacts on critical facilities
- Resource requests or need for involvement of multiple local or state agencies
- Area Affected
- Population Affected
- Transportation and infrastructure affected
- Ability of staff to respond to ERCC
- Potential for power outages
- Timing of the event (holidays, large public gatherings, on-going special events, etc.)

D. Campbell County ERCC Activation Levels

NIMS Activation Levels

The National Incident Management System, Third Edition, released in October 2017, proposes three ERCC Activation Levels.

Normal Operations or Steady State

During normal operations (steady state), emergency management personnel maintain operational readiness by monitoring and assessing potential threats and hazards; conducting routine and ongoing coordination with other departments and agencies; developing and executing plans, training, and exercises; and maintaining facilities and equipment.

Activation Levels

The level of activity within an ERCC often grows as the size, scope, and complexity of the incident grow. If the incident management efforts require additional support and coordination, the ERCC director may activate additional staff to involve more disciplines, mobile additional resources, inform the public, address media inquiries, involve senior elected and appointed officials, and request outside assistance.

Emergency operations plans often specify levels of activation for their ERCC, including which organizations and/or personnel will be in the ERCC for specific hazards and activation levels. ERCC personnel should use the standard NIMS activation level titles listed in the Table below for communication outside their jurisdiction/organization.

Additionally, some organizations may opt to use number or color designations of activation levels for internal communications. When numbers are used, the numbers should reflect the standard NIMS approach of descending numbers meaning higher levels of activation (e.g., full activation should be Level 1).

NIMS Third Edition – Activation Levels	
Activation Level	Description
3. Normal Operations/ Steady State	- Activities that are normal for the ERCC when no incident or specific risk or hazard has been identified - Routine watch and warning activities if the ERCC normally houses this function
2 Enhanced Steady-State/ Partial Activation	Certain ERCC team members/organizations are activated to monitor a credible threat, risk, or hazard and/or to support the response to a new and potentially evolving incident
1 Full Activation	ERCC team is activated, including personnel from all assisting agencies, to support the response to a major incident or credible threat.

Source: NIMS Third Edition October 2017

Campbell County Activation Levels

Level 3.5

Duty Officer Status

The Emergency Management Coordinator or his designee is on-call 24 hours a day, seven days a week and has the responsibility to monitor and follow-up on any threat, unusual event or situation that has the potential to impact Campbell County or its municipalities. It should be noted that although the County constantly monitors events, the ERCC is not considered to be activated during day-to-day operations.

Special Event

- Normal activation of the ERCC for use in support or command and control of special events. ERCC operation and organization structure may be uniquely configured for the specific event and may utilize some or all the typical ERCC positions and/or functions.

Monitoring Watch

- Conditions exist which could have adverse impacts on Campbell County or its municipalities or an occurring incident which could possibly escalate into a larger event.
- Typically, this is a monitoring and assessment watch where a specific threat, unusual event or situation is actively monitored through an internal process involving little, if any, inter-agency coordination.

- The threat, unusual event or situation simply warrants observation, verification of appropriate action and follow-up by Emergency Management or preparation for activation of the ERCC. WebEOC® may be active during this level.
- Events or incidents during this watch can generally be resolved in a brief period by a very small number of resources and does not require significant alterations of day-to-day operations or management structure by any involved entities.

Level 3 Activation

- A small event has or may be about to occur, typically involving only one site and two or more agencies.
- Appropriate agencies may be alerted and advised of the situation. Briefings or meetings may be held but no Incident Action Plan (IAP) is developed or distributed.
- No cycle of Operational Periods is established for the ERCC and staffing is likely to primarily consist of Emergency Management personnel.
- WebEOC® is active and updated as necessary.
- Other local EOC's or ERCC's may be activated and working in coordination with the Campbell County ERCC.
- Public notifications, advisories or warnings may be prepared and as appropriate, might be issued.

Level 2.5 Activation

- One or more events have or may be about to occur and may involve more than one site and three or more agencies.
- Staffing is likely to primarily consist of Emergency Management and Communications personnel.
- A cycle of Operational Periods may be established for the ERCC.
- Appropriate ESF's and agencies are alerted and advised of the situation, briefings and meetings may be held and an Incident Action Plan (IAP) may be developed and distributed.
- WebEOC® is active and updated as necessary. Updates are being provided as necessary to the state's WebEOC® and the State Duty Officer has been notified.
- Other local EOC's or ERCC's may be activated and working in coordination with the Campbell County ERCC.
- The Campbell County Emergency Council may be notified of the situation and provided updates as warranted.
- Unified Command may be established to provide direction to the ERCC and field operations.
- Public notifications, advisories or warnings are likely to be prepared and issued.

Level 2 Activation

- One or more events have or may be about to occur and involve multiple agencies.
- A disaster declaration may be sought, and mutual aid may, or is, being requested.
- Campbell County Emergency Management is staffing and managing the ERCC operation.

- Staffing is expanded and includes activated ESF's, agency representatives and appropriate ERCC functions.
- Other local EOC's or ERCC's are activated and working in coordination with the Campbell County ERCC.
- A cycle of Operational Periods has been implemented for the ERCC.
- Briefings and meetings are being held, Situational Reports (SitReps) are being generated along with Incident Action Plans (IAP's).
- WebEOC® is active and being updated regularly
- The Campbell County Emergency Council has been activated and is being provided regular updates and a meeting schedule has been established.
- Incident or Unified Command is established and providing direction to the ERCC and field operations.
- Public notifications, advisories or warnings are being issued.
- Liaison has been established with the State Response Coordination Center (SRCC) and state agencies may have representatives at the ERCC or monitoring Campbell County's WebEOC®.

Level 1 Activation

- The ERCC is activated on a 24-hour schedule due to an imminent threat or occurrence of a disaster. Emergency conditions are having a serious effect on the public and/or governmental functions.
- A disaster declaration has been issued or is being sought.
- Local resources are fully committed, and mutual aid may, or is, being requested.
- The Campbell County Emergency Council has convened and is and is providing guidance and direction.
- Incident or Unified Command is established and providing direction to the ERCC and field operations.
- Campbell County Emergency Management is managing the ERCC operations.
- Staffing is expanded and includes activated ESF's, agency representatives and appropriate ERCC functions.
- Briefings and meetings are being held, Situational Reports (SitReps) are being generated along with Incident Action Plans (IAP's).
- A cycle of Operational Periods has been implemented for the ERCC.
 - WebEOC® is active and being updated regularly
 - Other local EOC's or ERCC's are activated and working in coordination with the Campbell County ERCC.
- Public notifications, advisories or warnings are being issued.
- Liaison has been established with the State Response Coordination Center (SRCC) and state and federal agencies may have representatives at the ERCC or monitoring Campbell County's WebEOC®.
- Response and recovery operations are expected to last for an extended period.

E. ERCC Operations

The activated ERCC serves as the coordination center for Campbell County, the City of Gillette and Town of Wright during emergencies and disasters and may also fulfill command and control functions if deemed necessary by Incident or Unified Command.

The Emergency Response Coordination Center integrates with the operations and functions of field operations, guided by the principles embedded in the Incident Command System. In most cases, emergencies are handled by local fire departments, law enforcement agencies, medical service agencies, and communication/dispatch centers; but in larger emergencies or disasters, additional coordination support is required. In these situations, entities such as ERCCs have critical roles.

As a multi-agency coordination entity, the Campbell County Emergency Response Coordination Center (ERCC) will:

- Work with each agency involved in incident management activities to ensure appropriate situational awareness and resource status information is coordinated and available to the appropriate entities.
- Work to establish priorities between incidents and/or Area Commands in concert with the Incident Command or Unified Command involved
- Acquire and allocate resources required by incident management personnel in coordination with the priorities established by the IC or UC
- Anticipate and identify future resource requirements
- Coordinate and work to resolve policy issues arising from the incident(s)
- Provide strategic coordination as required
- Coordinate briefings, message tracking, situational reports, and establish a common operating picture

Following an incident, plans, procedures, communications, staffing and other capabilities necessary for improved incident management are coordinated through the Campbell County Emergency Management Agency with a focus on the ability to perform four core functions:

- Coordination
- Communications (that are reliable and contain built-in redundancies)
- Resource dispatch and tracking
- Information collection, analysis, and dissemination

Conceptually, for most activations the ERCC will work virtually with other local EOC's or ERCC's if they are activated and will utilize WebEOC® as a documentation and communication tool. The ERCC will coordinate between the other EOC's, ERCC's and any Incident Commands which may have been established. The ERCC will work to fulfil any resource requests which may be put forward by its partners and agencies which may individually or collectively be fulfilling some of the functions of the Campbell County ERCC or this plan's ESF's. The ERCC will also coordinate with the Joint Information Center should it be activated.

This Joint EOP anticipates operation under the ESF concept. Each ESF contained in this plan identifies the coordinating, primary and support agencies required to carry out the responsibilities of the ESF. These agencies are responsible for preparing additional operating guides, checklists, staffing patterns or resource requirements needed to complete their assignments. Each agency is responsible for carrying out the tasks assigned by this EOP, with the coordinating agency having primary responsibility for coordinating that effort. If an ESF is activated, the coordinating agency will be responsible for providing staffing for that ESF within the ERCC's operation. A comprehensive list of ESF's and their responsibilities can be found as attachments to this plan.

During activation, the Campbell County Emergency Response Coordination Center (ERCC) will work to ensure the core emergency functions of coordination, communication, resource dispatch and tracking; information collection, analysis and dissemination; multi-agency coordination and joint information coordination. The ERCC may also fulfill command and control functions if deemed necessary by Incident or Unified Command. Field Operations will be managed through the Incident Command System (ICS).

The ERCC staffing level and composition is contingent on the specific requirements of an incident and may be a physical or virtual presence, depending upon the levels of activation or situational needs. The organizational structure of the ERCC is modular, extending to incorporate all elements necessary for the type, size, scope, and complexity of a given incident. While any configuration of functional units may be used in the ERCC, the core organizational structure of the ERCC is expected to be organized by Sections and ESF teams. The various functional elements are activated based on need. The organizational structure can be condensed, expanded, or reconfigured as needed and should follow the principles of span of control.

Other local EOC's or ERCC's which are activated are to work in close coordination with the Campbell County ERCC and may individually or collectively be fulfilling some of the functions of the Campbell County ERCC or this plan's ESF's.

1. ERCC Positions

- **ERCC Director:** This position is responsible for the overall disaster policy and coordination. Specific functions include oversight of the ERCC and coordination of public information with ESF 15. ERCC Management is led by the ERCC Director. By default, this position is staffed by Emergency Management personnel unless otherwise assigned.

- **Operations Coordination Section:** The purpose of this section is to support field operations and coordinate countywide response activities and implementation of the Incident Action Plan (IAP) as appropriate. This section is led by the Operations Section Coordinator, and the majority of activated ESF Coordinating functions will fall within this Section.
- **Planning Coordination Section:** The purpose of this section is to collect, evaluate, process, and disseminate information for use in the ERCC. This section is responsible for development of the Incident Action Plan (IAP) in coordination with Command and is led by the Planning Section Coordinator.
- **Logistics Coordination Section:** This section supports operational activities through the provision of supplies, equipment, facilities, personnel, mutual aid, and other support and services necessary for disaster response and recovery. This section is led by the Logistic Sections Coordinator.
- **Finance / Administration Coordination Section:** This section is responsible for the coordination of the financial planning, operations, and reporting services. This section is led by the Finance Section Coordinator.

Additionally, the ERCC may include:

- **Public Information Officer:** The PIO interfaces with the public, media, and/or with other agencies with incident-related information needs. The PIO gathers, verifies, coordinates, and disseminates accessible, meaningful, and timely information on the incident for both internal and external audiences. The PIO also monitors the media and other sources of public information to collect relevant information and transmits this information to the appropriate components of the incident management organization. In incidents that involve PIOs from different agencies, the Incident Commander or Unified Command designates one as the lead PIO. All PIOs should work in a unified manner, speaking with one voice, and ensure that all messaging is consistent. The Incident Commander or Unified Command approves the release of incident-related information. In large-scale incidents, the PIO participates in or leads the Joint Information Center (JIC).
- **Safety Officer:** The Safety Officer monitors incident operations and advises the Incident Commander or Unified Command on matters relating to the health and safety of incident personnel. The Safety Officer is responsible to the Incident Commander or Unified Command for establishing the systems and procedures necessary to assess, communicate, and mitigate hazardous environments. This includes developing and maintaining the incident Safety Plan, coordinating multiagency safety efforts, and implementing measures to promote the safety of incident personnel and incident sites. The Safety Officer stops and/or prevents unsafe acts during the incident. Agencies, organizations, or jurisdictions that contribute to joint safety management efforts do not lose their individual responsibilities or authorities for their own programs, policies, and

personnel. Rather, each contributes to the overall effort to protect all personnel involved in the incident.

- **Liaison Coordination Officer**: The Liaison Officer is the incident command's point of contact for representatives of governmental agencies, jurisdictions, NGOs, and private sector organizations that are not included in the Unified Command. Through the Liaison Officer, these representatives provide input on their agency, organization, or jurisdiction's policies, resource availability, and other incident-related matters. Under either a single Incident Commander or a Unified Command structure, representatives from assisting or cooperating jurisdictions and organizations coordinate through the Liaison Officer. The Liaison Officer may have assistants.

2. ERCC Incident Action Plan

Upon activation, the ERCC will develop an operational planning cycle which will include development of an Incident Action Plan for the ERCC which will coordinate with any IAP's promulgated by the Incident or Unified Command(s). The IAP is the vehicle by which leaders communicate their expectations and provide clear guidance to those managing the incident.

The IAP:

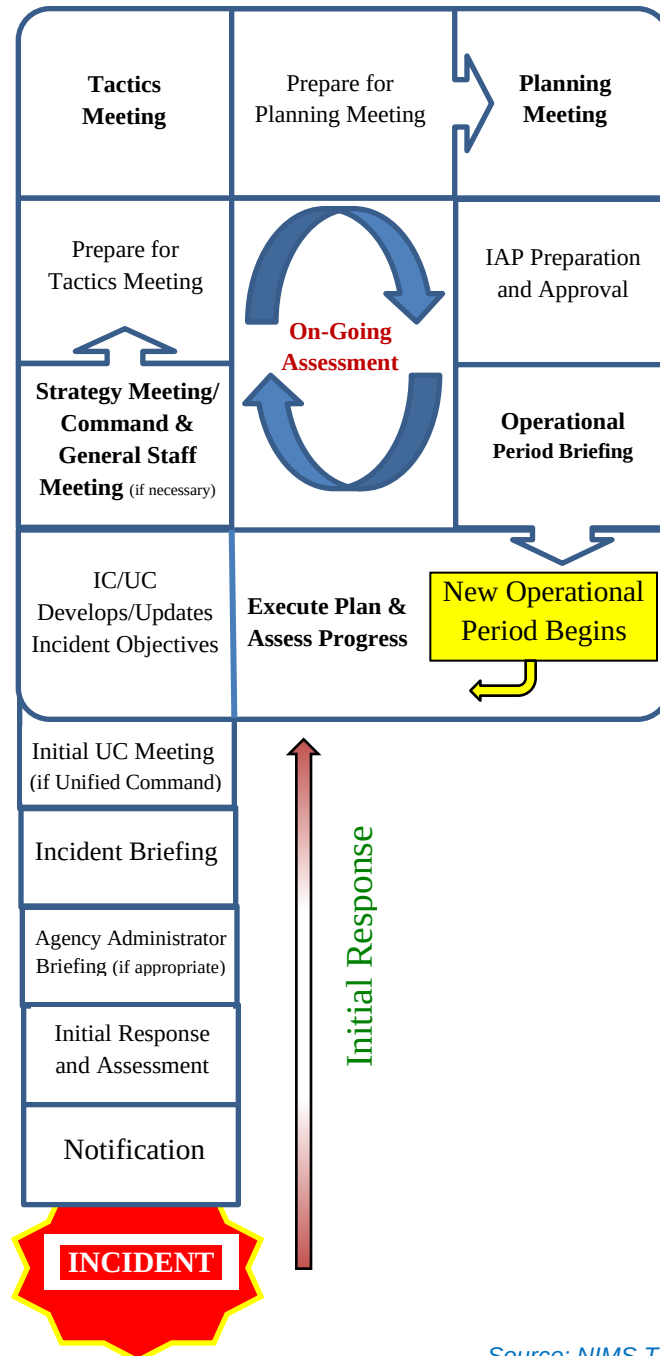
- Informs incident personnel of the incident objectives for the operational period, the specific resources which will be applied, actions to be taken during the operational period to achieve the objectives, and other operational information such as weather, constraints, limitations, etc.
- Informs partners, ERCC staff, and MAC Group members regarding the objectives and operational activities planned for the coming operational period.
- Identifies work assignments and provides a roadmap of operations during the operational period to help individuals understand how their efforts affect the success of the operation.
- Shows how specific supervisory personnel and various operational elements fit into the organization; and
- Often provides a schedule of the key meetings and briefings during the operational period.

The development of IAPs is a cyclical process, and personnel repeat the planning steps every operational period. Personnel develop the IAP using the best information available at the time of the Planning Meeting. Personnel should not delay planning meetings in anticipation of future information.

During the initial state of incident management, the ERCC Director or Incident Commander typically develops a simple plan and communicates the plan through oral, written or electronic

briefings. This initial plan is often developed quickly in the beginning of an incident with incomplete information about the situation. As the effort evolves, additional lead time, staff, information systems and technologies enable more detailed planning and cataloging of events and lessons learned.

Should the response to an incident require it, a formal planning cycle with established meetings and deliverables may be utilized to mark progress through the process and enable coordination of all involved.



Source: NIMS Third Edition October 2017

3. Initial Response and Assessment

The responder(s) who is first to arrive at the incident scene conducts the initial assessment and takes whatever immediate response actions are appropriate and possible. The initial or rapid assessment is essential to gaining and maintaining situational awareness. It enables the Incident Commander to request additional resources and/or support, develop, and implement initial tactics. Jurisdiction officials might decide to activate an ERCC based on the initial assessment.

4. Agency Administrator Briefing

The Agency Administrator Briefing is a presentation to the personnel who will be managing or supporting the incident by the administrator or other senior official of the jurisdiction, agency, or organization affected by the incident. This briefing occurs when the Incident Commander or Unified Command are assuming duties outside their normal responsibilities or are from an entity or jurisdictional area that does not possess authority to manage the incident they are being assigned. In such cases, the briefing provides supporting details to the delegation of authority or other document that the jurisdiction, agency, or organization typically provides to the Incident Commander or Unified Command.

During the briefing, the agency administrator or a designee provides information, guidance, and direction—including priorities and constraints—necessary for the successful management of the incident. The briefing is intended to ensure a common understanding between the jurisdiction, agency, or organization and the incident personnel regarding such things as the environmental, social, political, economic, and cultural issues relevant to the incident and its location.

5. Incident Briefing

The incident briefing marks the transition from reactive to proactive incident management. The initial responder(s) typically delivers the briefing to the incoming Incident Commander or Unified Command. This meeting enables the incoming Incident Commander or Unified Command to initiate planning for the next operational period.

6. Initial Unified Command Meeting

If a Unified Command is managing the incident, the Initial Unified Command Meeting allows members of the Unified Command to meet in private to discuss each jurisdiction or organization's priorities and objectives as well as any limitations, concerns, and restrictions. During the Initial Unified Command Meeting, members of the Unified Command generally accomplish the next step by developing the initial joint incident objectives.

7. Objectives Development/Update

The Incident Commander or Unified Command establishes the incident objectives for the initial operational period. After the initial operational period, the Incident Commander or Unified Command reviews the incident objectives and may validate them, modify them, or develop new objectives.

Incident objectives are based on incident priorities and other requirements. Clearly communicated priorities and objectives support unity of effort among incident personnel and

enable the development of appropriate strategies and tactics. When the members of the team clearly understand the intent behind their instructions, they are better equipped to act decisively and make good decisions.

8. Strategy Meeting/Command and General Staff Meeting

After developing or revising the incident objectives, the Incident Commander or Unified Command typically meets with the Command and General Staff, and sometimes others, to discuss the incident objectives and provide direction. This meeting may be called the Strategy Meeting or the Command and General Staff Meeting and is held as needed to determine how best to meet the incident objectives.

The initial Strategy Meeting, which is held the first time through the planning cycle, is particularly important, because it allows team members to share information and jointly determine the initial approach to response operations. The initial Strategy Meeting may include the initial Incident Commander and a representative from the Agency Administrator.

9. Preparing for the Tactics Meeting

Once the approach to achieving or working toward achieving the incident objectives is determined, the Operations Section Chief and staff prepare for the Tactics Meeting by developing tactics and determining the resources that will be applied during the operational period.

10. Tactics Meeting

The Tactics Meeting is a forum for key players to review the proposed tactics developed by the Operations Section staff and to conduct planning for resource assignments. The Operations Section Chief leads the Tactics Meeting, and key participants include the Logistics Section Chief, Safety Officer, a representative from the Planning Section—typically, the Resources Unit Leader—and other technical specialists or team members invited by the Operations Section Chief, Logistics Section Chief, or Safety Officer. The team uses ICS Forms 215 and 215A, the Operational Planning Worksheet and the Incident Action Plan Safety Analysis, to facilitate and document decisions they make during the meeting.

11. Preparing for the Planning Meeting

Following the Tactics Meeting, preparations begin for the Planning Meeting. Team members collaborate between the Tactics Meeting and the Planning Meeting to identify support needs and assign specific operational resources to accomplish the operational plan.

12. Planning Meeting

The Planning Meeting serves as a final review and approval of operational plans and resource assignments developed during and after the Tactics Meeting. Ideally, the Planning Meeting involves no surprises and simply serves as a review of a plan that the Command and General Staff have collaboratively developed and agreed upon. At the end of the Planning Meeting, Command and General Staff, and any agency officials involved, confirm that they can support the plan.

13. IAP Preparation and Approval

Based on concurrence from all elements at the end of the Planning Meeting, the Incident Commander or Unified Command approves the plan. After this final approval, the Planning

Section staff assemble the plan and ensure that it is ready for use during the Operational Period Briefing.

A written IAP is composed of a series of standard forms and supporting documents that convey the intent of the Incident Commander or Unified Command, as well as the Operations Section Chief for the operational period. The Incident Commander or Unified Command determines which ICS forms and attachments to include in the IAP; the Planning Section Chief ensures that staff in the appropriate sections, branches, or units prepare the forms and attachments. The Incident Commander or Unified Command gives final approval of the written IAP before Planning Section staff reproduce and disseminate it. IAPs may be distributed electronically, in hard copy, or both.

14. Operational Period Briefing

Each operational period starts with an Operational Period Briefing. Incident supervisory and tactical personnel receive the IAP during the briefing. During this briefing, various members of the Command and General Staff present the incident objectives, review the current situation, and share information related to communications or safety. Following the Operational Period Briefing, supervisors brief their assigned personnel on their respective assignments as documented in the IAP. During longer operational periods, shift change briefings may be conducted within an operational period.

15. The IAP and Typical Attachments

Component	Normally Prepared By ICS
Incident Objectives (ICS Form 202)	Incident Commander or Unified Command (ERCC Director)
Organization Assignment List or Chart (ICS Forms 203, 207)	Resources Unit (Planning Coordination Section)
Assignment List (ICS Form 204)	Resources Unit (Planning Coordination Section)
Incident Radio Communications Plan (ICS Form 205) Or Communications List (ICS Form 205A)	Communications Unit (Logistics Coordination Section)
Medical Plan (ICS Form 206)	Medical Unit (Logistics Coordination Section)
Incident Maps	Situation Unit (Planning Coordination Section)
General Safety Message/Site Safety Plan (ICS Form 208)	Safety Officer (ERCC Director)
Other Potential Components (Incident Dependent)	
Air Operations Summary	Air Operations (Planning Coordination Section)
Traffic Plan	Ground Support Unit (Logistics Coordination Section)
Decontamination Plan	Technical Specialist
Waste Management or Disposal Plan	Technical Specialist
Demobilization/Deactivation Plan	Demobilization Unit
Site Security Plan	Law Enforcement, Technical Specialist, or Security Manager
Investigative Plan	Intelligence/Investigations Function
Evacuation Plan	As Needed (Planning Coordination Section)
Meeting Schedule (ICS Form 230)	Situation Unit

	(Planning Coordination Section)
Sheltering/Mass Care Plan	As Needed (Planning Coordination Section)
Other (as Needed)	As Needed

Source: NIMS Third Edition October 2017

16. ICS Forms List

Not all ICS forms are included in the IAP; some support the planning process or incident operations in other ways. The IAP normally consists of the Incident Objectives (ICS Form 202), Organization Assignment List (ICS Form 203), an Assignment List (ICS Form 204) for each division/group on the incident, and a map of the incident area. Larger incidents necessitate additional supporting attachments, such as a separate Incident Radio Communications Plan (ICS Form 205), a Medical Plan (ICS Form 206), a Meeting Schedule (ICS Form 230), and possibly a Traffic Plan.

The following section provides brief descriptions of selected ICS forms. This list is not all-inclusive; other forms are available online, commercially, and in a variety of formats.

- **ICS Form 201—Incident Briefing:** The initial Incident Commander typically uses this form to capture vital incident information before implementing the formal planning process. The use of this four-section document (often produced as four pages) allows a concise and complete transition-of-command briefing to an incoming new Incident Commander. In addition, this form may serve as the full extent of incident command and control documentation if the initial response resources and organization resolve the situation. This form simplifies and supports the transfer of situation information to the members of the Command and General Staffs as they arrive and begin work. It is not included as a part of a written IAP.
- **ICS Form 202—Incident Objectives:** Serves as the opening section of a written IAP and includes incident information, a listing of the objectives for the operational period, pertinent weather information, a general safety message, and a table of contents for the plan. This form contains the signature block in which the Incident Commander or Unified Command approves the IAP.
- **ICS Form 203—Organization Assignment List:** Is typically the second section of the IAP and provides a full accounting of incident management and supervisory staff for that operational period.
- **ICS Form 204—Assignment List:** The incident IAP typically includes multiple ICS Form 204s, based on the organizational structure of the Operations Section for the operational period. Each division/group has its own page, listing the supervisor for the division/group (including the Branch Director if assigned) and the specific assigned resources with the leader's name and the number of personnel assigned to each resource. This document details the specific actions assigned to that division or group for the operational period, any special instructions, and pertinent elements of the Incident Radio Communications Plan (ICS Form 205).
- **ICS Form 205—Incident Radio Communications Plan:** Documents radio frequency assignments down to the division/group level.
- **ICS Form 205A—Communications List:** Documents non-radio contact information for incident personnel.
- **ICS Form 206—Medical Plan:** Presents the incident's plan to care for responder medical emergencies.

- **ICS Form 207—Incident Organization Chart:** Depicts an organization chart of the major elements and key staff in the ICS organization.
- **ICS Form 208—Safety Message/Plan:** Typically contains the safety message, expanded safety message, safety plan, and site safety plan.
- **ICS Form 209—Incident Status Summary:** The primary form for reporting situation information to incident coordination and support organizations and agency administrators/executives.
- **ICS Form 210—Resource Status Change:** Documents changes in the status of resources assigned to the incident; it can also be used as a worksheet to track resource arrival and departure.
- **ICS Form 211—Incident Check-In List:** Documents resources that check in to the incident.
- **ICS Form 213—General Message Form:** A general use form to communicate information among incident personnel or with other echelons of incident management.
- **ICS Form 214—Activity Log:** Used to record notable activities or events.
- **ICS Form 215—Operational Planning Worksheet:** Used to develop tactical assignments and identify resource needs for the coming operational period.
- **ICS Form 215A—IAP Safety Analysis:** Communicates the safety and health issues identified by the Safety Officer; it also identifies mitigation measures to address safety issues.
- **ICS Form 221—Demobilization Check-Out:** Documents details regarding the demobilization of incident resources.
- **ICS Form 230—Meeting Schedule:** Records information regarding meetings

F. The Emergency Council.

The Emergency Council acts as the Policy Group for the Emergency Response Coordination Center (ERCC) when activated.

The Emergency Council consists of the following officials (or their designees who have authority to act in their absence):

- Chair of the County Commissioners
- Mayor of Gillette
- Mayor of Wright

The Chair of the Emergency Council shall be the senior representative of the jurisdiction most affected by the event. A quorum of the council will consist of those members present either physically or in contact electronically, provided that best efforts to give notice to all members have been made.

The Emergency Council is responsible for:

- Working with the Incident or Unified Command to provide overall direction and support of emergency operations
- When activated, the Emergency Council has authority and the power to obligate monies
- Making decisions concerning expenditure of funds and requesting outside support after local resources are exhausted
- Responding to requests for emergency services from other entities not covered by this plan or mutual aid agreements

The Campbell County Emergency Management Coordinator or designee acts as the Emergency Council's staff coordinator and will coordinate with State, Federal and other outside agencies.

All local jurisdictional divisions, departments, agencies and entities along with non-governmental agencies and other organizations fall under the direction of the coordinating agency(s) as designated in the plan.

G. Incident Command System

Field Operations will be managed utilizing the Incident Command System (ICS).

ICS uses common terminology; is modular and scalable; incorporates measurable objectives; provides for a manageable span of control; and when appropriate, relies on the Incident Action Plan (IAP) as the principal tool for communicating and carrying out operational objectives in an incident. The incident may be controlled by local emergency responders or with other agencies through the mutual aid system. If the resources available at the field response level are not enough to mitigate the situation, the Incident Commander may request the Campbell County Emergency Response Coordination Center (ERCC) be activated to support the field operations.

H. Unified Command

Should an incident or event become complex, cross jurisdictional boundaries or require joint management direction through a common set of incident objectives, strategies and single Incident Action Plan (IAP), Unified Command will be established.

Each participating agency will maintain its individual authority, responsibility and accountability, but the Incident Commanders for each agency which comprise the Unified Command will make joint decisions. The individuals designated as members of the Unified Command must jointly determine objectives, strategies, plans, resource allocations and priorities, and work together to execute integrated incident operations and maximize the use of assigned resources.

The Unified Command will be responsible to the Emergency Council, and when activated, will work through the Campbell County ERCC.

The term "agency" is used to describe organizations that have a legal and functional responsibility at an incident and can include the private sector.

The initial membership of a Campbell County Unified Command will include:

- County Commissioners Administrative Director
- Gillette City Administrator
- Campbell County Sheriff
- Gillette Police Chief
- Campbell County Fire Chief
- Representatives of other agencies, private sector or NGO as necessary

I. Multi-Agency Coordination Group

A Multi-Agency Coordination (MAC) Group provides interagency planning, coordination, and operations leadership for incidents. This provides an essential management mechanism for strategic coordination to ensure incident resources are efficiently and appropriately managed in a cost-effective manner.

A Multi-Agency Coordination group is used to coordinate and support the response efforts as an incident becomes more complex. A MAC Group may be a combination of integrated facilities, equipment, personnel, procedures, and communications with responsibility for coordinating and supporting incident management activities. They often are much larger than a single facility and includes a network of elements all designed to support the Incident Command.

A MAC Group typically includes both command and coordination components. In a MAC System, direct tactical and operational responsibility for conducting incident management activities rests with the Incident Command or Area Command. The coordination components of the MAC System support the on-scene commanders by:

- Establishing incident management policies and priorities;
- Facilitating logistical support, resource prioritization and resource tracking;
- Making informed resource allocation decisions;
- Maintaining a common operating picture by coordinating incident-related information; and
 - Coordinating
 - Enables decision-making among elected and appointed officials and senior executives

MAC Groups are often comprised of:

- Elected officials
- Senior decision-makers
- Senior public safety officials
- High-level, subject-matter experts

MAC Groups apply priorities at policy level to:

- Save lives
- Protect property and environment

- Stabilize the incident
- Provide for basic human needs
- Restore essential utilities
- Restore essential program functions
- Coordinate among appropriate stakeholders
- Represent Political, Financial and Legal Concerns.

J. Joint Information System

A Joint Information System (JIS) provides a mechanism for integrating public information activities among Joint Information Centers (JIC), across jurisdictions, and with private-sector and non-governmental organizations.

Campbell County, the City of Gillette and Town of Wright have developed processes, procedures and plans for its JIC and can be referenced in the ESF 15.

When the Campbell County Emergency Response Coordination Center (ERCC) is activated the Joint Information System (JIS) may also be activated. When a JIC is in operation, it serves as the central point of public information collection and dissemination. The JIC functions as part of the Campbell County Emergency Response Coordination Center (ERCC) and will coordinate the release of non-operational information. Even with a JIC activation, agencies and jurisdictions will remain responsible for public information dissemination on behalf of their individual agencies or jurisdiction.

When a JIC is activated, the appropriate Public Information Officer or designee will notify media outlets.

More information on public awareness and education can be found in ESF 15, External Communications.

More information on communication plans and protocols can be found in ESF 2, Communications.

K. Coordination, Direction and Control

Information Collection and Dissemination

Initial notification of incidents at the local level are accomplished in a variety of ways including public safety radio, paging systems, television, broadcast radio, fax, emails, text messaging, telephone systems, etc.

Responsibility for notification of most incidents is accomplished through the Campbell County

Sheriff's Office or the Gillette Police Department's Communications Centers. The National Weather Service may also issue notifications.

Campbell County Emergency Management utilizes a "Duty Officer" concept, in which the Emergency Management Coordinator or his designee is on-call 24 hours a day, seven days a week and has the responsibility to monitor and follow-up on any threat, unusual event or situation that has the potential to impact Campbell County or its municipalities.

Some of the reasons to contact EMA might include:

- The local Notification, Advisory or Warning Systems need to be activated
- The ERCC needs activated
- Assistance is needed to contact the radio stations or media
- Road closures due to weather or major accidents
- Hazmat incidents
 - "Orange Cloud" (mine blast) Incidents
- Threatening or Severe Weather
 - Winter storms
 - Summer Storms (Tornadoes, etc.)
 - Flooding
 - Structural Damage
- Sheltering

Internal: Response agencies will be notified by their normal communication center(s) as required by the nature of the emergency or disaster.

External: It is the responsibility of Campbell County Emergency Management Agency to notify the appropriate agencies outside of the jurisdiction such as Wyoming Office of Homeland Security, State Emergency Response Commission (SERC), or appropriate Federal Agency.

The Campbell County Sheriff's Office or the Gillette Police Department's Communications Centers provide communications essential for local government to communicate with all government entities.

L. Public Warning and Notification Systems

The Campbell County Emergency Management Coordinator is responsible for establishing and maintaining public warning and communication systems for emergencies and disasters including the public warning siren system, the automated telephone notification system, IPAWS/WEA, and the local Emergency Alert System. The coordinator is also responsible for functioning as the primary point of contact for the National Weather Service warning coordination efforts within the county, including emergency notification and public educational efforts.

Public warning and notification systems within Campbell County include:

- Public warning sirens located in Gillette, Wright, and rural subdivisions
- Automated telephone, email, text notification system
- The Emergency Alert System (EAS)

Title 47 U.S.C. 151, 154(1) and (o), 303(r), 524(9) and 606; and 47 CFR. Part 11, FCC Rules and Regulations, Emergency Alert System (EAS) as pertains to day-to-day emergency operations. 47 CFR, Part 11, Subpart A, 11.18 (b), authorizes Local Emergency Management officials to utilize local EAS systems to issue emergency messages. The Wyoming EAS Plan (rev. 8/6/2012) lists the local ERCC or Emergency Management as authorized to initiate local-level emergency messages.

- The Integrated Public Alert and Warning System (IPAWS)

Campbell County was certified October 15th, 2012 for use of the IPAWS–OPEN Platform for Emergency networks in a Memorandum of Understanding executed between the County and the FEMA IPAWS Program Management Office.

- Amateur Radio

Campbell County Emergency Management is the “Certifying Civil Defense Organization” (CCDO) for Campbell County under the State of Wyoming RACES (Radio Amateur Civil Emergency Service) program as established by the Federal Communications Commission in Title 47 CFR Section 97.407.

The media assume a vital role in dispersing information to the public. Campbell County Emergency Management Agency and local jurisdiction Public Information Officers work closely with local media providers to ensure timely and accurate information is provided to the public.

Information collection needs and priorities will include:

1. Life safety
2. Incident security and stability
3. Property and environmental protection

M. Direction and Control

Impacted entities will coordinate the emergency response efforts within their political jurisdiction.

The Incident Command System (ICS) and National Incident Management System (NIMS) will be used to coordinate emergency response and recovery operations at the emergency or disaster scene(s). The ICS/NIMS organization will maintain communications and coordination with the Campbell County Emergency Response Coordination Center (ERCC) as necessary.

Campbell County Emergency Management Agency may activate Mutual Aid Agreements with neighboring jurisdictions. Campbell County Emergency Management Agency may also recommend the Campbell County Commissioners, the Mayor and Council of the City of Gillette or the Mayor and Council of the Town of Wright declare a local state of emergency and make a formal request for state assistance.

Per the procedures established by the Wyoming Office of Homeland Security, requests for resources to WOHS from the local jurisdictions are to be made by Campbell County, the City of Gillette or Town of Wright Emergency Management Coordinator(s) or their designees.

To request state assistance, Campbell County, the City of Gillette or Town of Wright must meet the following parameters:

1. Have exhausted or will likely exhaust local jurisdiction resources
2. Have exhausted or will likely exhaust mutual aid resources
3. Have exhausted or will likely exhaust contractual resources
4. The requested assistance is not available at the local level

When the ERCC is activated, the ERCC Director will work with Unified Command if established and may issue mission assignments to the ESF(s) to perform duties consistent with local jurisdiction policy. Mission assignments and mutual aid assistance is tracked at the Campbell County Emergency Response Coordination Center (ERCC).

Initial planning for recovery should begin before any emergency event impacts any of the jurisdictions. During response actions, a recovery section should be established to begin coordination and implementation of the recovery programs.

In the event state or federal assistance is required, Campbell County Emergency Management or its designee will coordinate with the State Coordinating Officer, who in turn will interface directly with representatives of the state and federal government.

N. ESF Coordinating Agencies

The Emergency Manager of Campbell County Emergency Management Agency designates the coordinating agencies for each emergency support function to coordinate the activities of that support function.

Upon activation of any ESF's, the designated ESF Coordinator for the activated functions will report to the Campbell County Emergency Response Coordination Center (ERCC) to coordinate activities. The coordinating agency determines which primary and support agencies are required to provide representatives at the ERCC.

O. Intergovernmental Mutual Aid

Mutual Aid Agreements and Memoranda of Understanding are essential components of emergency management planning, response, and recovery activities.

These agreements provide reciprocal emergency aid and assistance during an emergency or disaster. They can increase available resources and improve response and recovery efforts.

P. Communication

Campbell County, the City of Gillette and Town of Wright Warning Point

The Campbell County Sheriff's Office Communications Center serves as the Campbell County Warning Point. The Warning Point provides a single point of contact to be notified of events which may then require dissemination of information and warnings to government officials that a hazardous situation could threaten the general welfare, health and safety, and/or property of the population.

In turn, the Campbell County Sheriff's Office Communications Center then notifies the Emergency Management Duty Officer who will then be responsible for directing additional notifications, information dissemination or warnings to officials and/or the public.

The Warning Point is equipped with multiple communication networks and auxiliary power.

Q. Prevention

Campbell County, the City of Gillette and Town of Wright's prevention goals are to avoid an incident, intervene, or stop an incident from occurring. To accomplish the goal the following strategy will be used:

- Expand Regional Collaboration
- Implement the National Incident Management System and National Response Framework (NRF)
- Strengthen Information Sharing and Collaboration capabilities
- Strengthen Interoperable and Operable Communications capabilities
- Strengthen Medical Surge and Mass Prophylaxis capabilities
- Strengthen Planning and Citizen Preparedness Capabilities

R. Preparedness

The goal of Campbell County, the City of Gillette and Town of Wright's preparedness operations is to help ensure a timely and effective response to, recover from and mitigation of the impacts and consequences associated with an emergency/disaster situation. To accomplish the goal the following strategy will be used:

- Administer grant programs for mitigation, operational support and training activities
- Participate in capability assessments at the regional and county level
- Establish an inclusive planning process using the "Whole Community" concept.

S. Resource Management and Credentialing

Resource Management

Each agency tasked within this plan is responsible for developing and maintaining applicable resource lists. At a minimum, resource lists will be provided to Campbell County Emergency Management Agency. The resources being identified would include:

1. Vehicle inventories
2. Personnel with specialized training or skills
3. Equipment
4. Equipment operators
5. Suppliers/Contractors/Vendors

Credentialing

A credentialing system should be established to ensure that personnel resources requested to assist are adequately trained and skilled, to verify identity and qualifications and to allow access to an incident site. Use of a credentialing system can serve to prevent unauthorized (self-dispatched or unqualified personnel) access to an incident site.

T. Plan Maintenance

The Campbell County Emergency Management Agency will maintain the Campbell County, City of Gillette and Town of Wright Joint EOP and provide an updated Joint EOP to Wyoming Office of Homeland Security every two years as required by WOHS, FEMA and DHS, except for ESF 10 which must be updated annually as per federal law. However, the Joint EOP may be updated as often as needed during any year.

The Campbell County Emergency Management Agency is responsible for annual examination and review of the plan, ensuring it reflects changes in implementing procedures, improved emergency preparation capabilities, and deficiencies identified from corrective action planning.

The Campbell County Emergency Management Agency will revise the plan by using a process best suited for the jurisdictions. Whenever a change is made, the date and nature of the change will be recorded. Upon update, these changes will be incorporated into the plan and re-promulgated by the Campbell County Commissioners, Gillette City Council, Wright Town Council.

The coordinating, primary and support agencies/organizations of each ESF will be responsible for preparing and maintaining operating procedures for all responsibilities assigned them in the Joint EOP.

U. Training and Exercise

Campbell County Emergency Management is responsible for maintaining a Training and Exercise Plan for the jurisdictions. This plan will include all training related to emergency management, and may include preparedness, response, recovery, mitigation, hazardous materials, debris management, terrorism and other issues. Training may be offered to responders and the public and may be offered in coordination with the Wyoming Office of Homeland Security, FEMA, The Department of Homeland Security, The American Red Cross, the National Weather Service and other organizations.

Campbell County, the City of Gillette and Town of Wright require incident management organizations and personnel comply with NIMS training requirements. These include:

Baseline Training (NIMS)

Within the *NIMS Training Program*, State, local, tribal, territorial, Federal, and private sector stakeholders are responsible for the following:

- Developing and maintaining an organizational training plan, in coordination with local emergency management plans;
- Establishing guidance for additional training;
- Ensuring that personnel meet the minimum training standards;
- Identifying the appropriate personnel to receive NIMS training based on their level of incident responsibility, in coordination with local emergency management plans;
- Communicating NIMS training requirements to personnel;
- Maintaining training records;
- Ensuring that courses delivered meet FEMA's minimum standards;

- Encouraging partner organizations, including NGOs and private sector entities with roles in incident management, to participate in NIMS training

The *NIMS Training Program* provides customized training progressions for personnel in each of the four NIMS Command and Coordination systems:

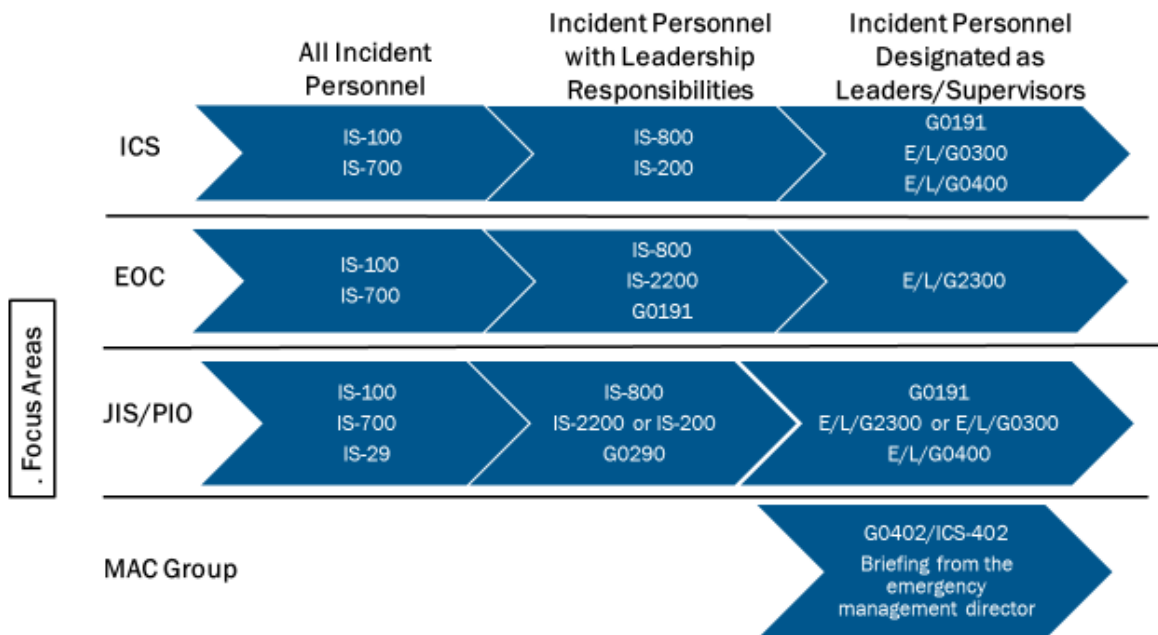
1. **ICS** – responsible for tactical activities on-scene
2. **EOC** – responsible for operational and strategic coordination, resource acquisition, and information gathering, analysis, and sharing
3. **Public Information Officers (PIO) operating within the Joint Information System (JIS)** – responsible for outreach and communication to the media and public
 - JIS ICS PIOs
 - JIS EOC PIOs
4. **MAC Group** – responsible for policy guidance and senior-level decision-making

Courses for these systems are organized into Focus Areas with training progressions which include baseline training for all personnel, multiple levels of supervisory training based on an individual's level of incident responsibility, and advanced training for individuals seeking advanced position qualifications.

Regardless of Focus Area, all NIMS training falls into three basic categories, which share many of the same foundational courses:

- **All Incident Personnel:** Associated courses provide the foundational knowledge to help nonsupervisory incident personnel understand where they fit in the overall incident structure. Many incident personnel never advance beyond these baseline courses.
- **Incident Personnel with Leadership Responsibilities:** Associated courses provide additional background on external incident management systems for mid-level incident personnel responsible for establishing the initial incident command or for those preparing for a future supervisory role.
- **Incident Personnel Designated as Leaders/Supervisors:** Courses provide enhanced knowledge and increased comfort in using NIMS structures and processes, for senior level incident personnel. Trainees are typically those designated as ICS or EOC leaders/supervisors for large or complex incidents that extend beyond a single operational period and generate an Incident Action Plan (IAP).

Baseline Training Requirements by Focus Area



Emergency Management Institute (EMI) course codes:

IS = independent study online

G = EMI-developed course delivered by state, local, tribal, and territorial instructors

E = EMI resident course delivered at EMI's campus

L = EMI resident course delivered offsite

K = EMI resident course delivered via Adobe Connect

V = EMI resident course delivered via video teleconference

NFA = National Fire Academy course

FEMA Training Catalog: <https://training.fema.gov/EMICourses/emicalog.aspx>

FEMA National Training and Education Division: <https://www.firstrespondertraining.gov/frts/>

Training Progressions by Focus Areas

ICS

All ICS Personnel: All incident personnel working within the ICS should complete the following courses for foundational knowledge of incident response:

- IS-100: Introduction to the Incident Command System, ICS 100 – This course introduces ICS and provides the foundation for higher-level ICS training.
- IS-700: National Incident Management System, An Introduction – This course introduces NIMS concepts and principles.

ICS Personnel with Leadership Responsibilities: Supervisory personnel working within the ICS should complete the following courses for additional background in incident management systems with leadership responsibilities:

- IS-800: National Response Framework, An Introduction – This course introduces participants to the concepts and principles of the National Response Framework (NRF).
- IS-200: Basic Incident Command System for Initial Response, ICS-200 – This course enables personnel to operate efficiently within the ICS during an incident or event.

ICS Personnel Designated as Leaders/Supervisors: Leaders who could be responsible in complex incidents should complete this level of training. These courses apply higher-level concepts, methods, and tools for larger, more complex incidents:

- G0191: Emergency Operations Center/Incident Command System Interface – This course provides an opportunity for emergency management and response personnel to begin developing an ICS/EOC interface for their communities.
- E/L/G0300: Intermediate Incident Command System for Expanding Incidents, ICS-300 – This course provides training for personnel who require advanced ICS knowledge. – FEMA recommends that students take the two-day classroom version of ICS-200 before attending ICS-300 to ensure they have the foundational knowledge necessary to be successful in ICS-300.
- E/L/G0400: Advanced Incident Command System for Command and General Staff–Complex Incidents, ICS-400 – This course provides training in managing large, complex incidents or events. – FEMA recommends that students not take ICS-400 immediately following ICS-300 but instead wait to take ICS-400 after gaining additional ICS experience.

EOC

All EOC Personnel: All incident personnel working within an EOC should complete the following courses for foundational knowledge of incident response:

- IS-100: Introduction to the Incident Command System, ICS 100 – This course introduces ICS and provides the foundation for higher-level ICS training.
- IS-700: National Incident Management System, An Introduction – This course introduces NIMS concepts and principles.

EOC Personnel with Leadership Responsibilities: Supervisory personnel working within an EOC should complete the following courses for additional background in incident management systems with leadership responsibilities:

- IS-800: National Response Framework, An Introduction – This course introduces participants to the concepts and principles of the NRF.

- IS-2200: Basic EOC Functions – This course prepares incident personnel working in an EOC to understand the role and functions of an EOC during incident response and the transition to recovery. – FEMA recommends that personnel with leadership responsibilities in an EOC complete IS- 2200 instead of IS-200.
- G0191: Emergency Operations Center/Incident Command System Interface – This course provides an opportunity for emergency management and response personnel to begin developing an ICS/EOC interface for their communities.

EOC Personnel Designated as Leaders/Supervisors: EOC leaders need enhanced knowledge. This course applies higher-level concepts, methods, and tools for larger, more complex incidents:

- E/L/G2300: Intermediate EOC Functions – This course describes the role, design, and function of EOCs as components of a Multiagency Coordination System (MACS).

JIS/PIO

All JIS/PIO Personnel: These courses provide baseline training for all incident JIS personnel. Some personnel assigned to JIS roles but not assigned as a PIO may not progress beyond these courses. For those who do, these courses provide the foundation upon which higher-level training builds:

- IS-100: Introduction to the Incident Command System, ICS 100 – This course introduces ICS and provides the foundation for higher-level ICS training.
- IS-700: National Incident Management System, An Introduction – This course introduces NIMS concepts and principles.
- IS-29: Public Information Officer Awareness – This course provides introductory information for JIS personnel.

JIS/PIO Personnel with Leadership Responsibilities: These courses provide basic training for JIS personnel with leadership responsibilities—not only individuals serving in designated leadership positions, but also personnel preparing for a future supervisory role:

- IS-800: National Response Framework, An Introduction – This course introduces participants to the concepts and principles of the NRF.
- IS-2200: Basic EOC Functions – This course prepares incident personnel working in an EOC to understand the role and functions of an EOC during incident response and the transition to recovery. – FEMA recommends that **EOC PIOs** complete IS-2200 instead of IS-200.

- IS-200: Basic Incident Command System for Initial Response, ICS-200 – This course enables personnel to operate efficiently within the ICS during an incident or event. – FEMA recommends that **ICS PIOs** complete IS-200 instead of IS-2200.
- G0290: Basic Public Information Officer – This course prepares participants to function as PIOs.

JIS/PIO Personnel Designated as Leaders/Supervisors: These courses, designed for JIS leaders and supervisors—such as EOC PIOs or PIOs rostered on an Incident Management Team (IMT)—apply higher-level concepts, methods, and tools for larger, more complex incidents:

- G0191: Emergency Operations Center/Incident Command System Interface – This course provides an opportunity for emergency management and response personnel to begin developing an ICS/EOC interface for their communities.
- E/L/G2300: Intermediate EOC Functions – This course describes the role, design, and function of EOCs as components of a MACS. – FEMA recommends that **EOC PIOs** complete E/L/G2300 instead of E/L/G0300.
- E/L/G0300: Intermediate ICS for Expanding Incidents, ICS-300 – This course provides training for personnel who require advanced ICS knowledge. – FEMA recommends that **ICS PIOs** complete E/L/G0300 instead of E/L/G2300. – FEMA recommends that students take the two-day classroom version of ICS-200 before attending ICS-300 to ensure they have the foundational knowledge necessary to be successful in ICS-300.
- E/L/G0400: Advanced Incident Command System for Command and General Staff—Complex Incidents, ICS-400 – This course provides training in managing large, complex incidents or events. – FEMA recommends that students not take ICS-400 immediately following ICS-300 but instead wait to take ICS-400 after gaining additional ICS experience.

MAC Group

All MAC Group Personnel: One course provides baseline training for senior officials. In addition, MAC Group personnel need a briefing from the emergency management director:

- G0402/ICS-402: ICS Overview for Senior Officials (Executives, Elected, and Appointed) – This course provides an orientation to NIMS components for senior officials.
- Briefing from the emergency management director – MAC Group members should meet with their emergency management director to understand the jurisdiction's threats and hazards, as well as their role in emergency response.

Exercises are a key component in improving all-hazards incident management capabilities. The Homeland Security Exercise Evaluation Program (HSEEP) will be used for developing, delivering and evaluating all exercises, including those funded by Department of Homeland Security/Office of Domestic Preparedness.

Incident Complexity Types

Type 1	• This type of incident is the most complex, requiring national resources for safe and effective management and operation. • All command and general staff positions are filled. • Operations personnel often exceed 500 per operational period and total personnel will usually exceed 1,000. • Branches need to be established. • A written incident action plan (IAP) is required for each operational period. • The agency administrator will have briefings and ensure that the complexity analysis and delegation of authority are updated. • Use of resource advisors at the incident base is recommended. • There is a high impact on the local jurisdiction, requiring additional staff for office administrative and support functions.
Type 2	• This type of incident extends beyond the capabilities for local control and is expected to go into multiple operational periods. A Type 2 incident may require the response of resources out of area, including regional and/or national resources, to effectively manage the operations, command, and general staffing. • Most or all the command and general staff positions are filled. • A written IAP is required for each operational period. • Many of the functional units are needed and staffed. • Operations personnel normally do not exceed 200 per operational period and total incident personnel do not exceed 500 (guidelines only). • The agency administrator is responsible for the incident complexity analysis, agency administration briefings, and the written delegation of authority.
Type 3	• When incident needs exceed capabilities, the appropriate ICS positions should be added to match the complexity of the incident. • Some or all the command and general staff positions may be activated, as well as division/group supervisor and/or unit leader level positions. • A Type 3 IMT or incident command organization manages initial action incidents with a significant number of resources, an extended attack incident until containment/control is achieved, or an expanding incident until transition to a Type 1 or 2 IMT. • The incident may extend into multiple operational periods. • A written IAP may be required for each operational period.
Type 4	• Command staff and general staff functions are activated only if needed. • Several resources are required to mitigate the incident, including a task force or strike team. • The incident is usually limited to one operational period in the control phase. • The agency administrator may have briefings and ensure the complexity analysis and delegation of authority is updated. • No written IAP is required but a documented operational briefing will be completed for all incoming resources. • The role of the agency administrator includes operational plans including objectives and priorities.

Type 5	• The incident can be handled with one or two single resources with up to six personnel. • Command and general staff positions (other than the incident commander) are not activated. • No written IAP is required. • The incident is contained within the first operational period and often within an hour to a few hours after resources arrive on scene. • Examples include a vehicle fire, an injured person, or a police traffic stop.
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Source: NIMS Training Program September 2011

After Action Reviews and Corrective Action Plans

After each exercise, the lead agency performing the exercise will conduct an evaluation of the effectiveness of the exercise. This information will be incorporated by the Campbell County Emergency Management Agency into future revisions and updates. This will be accomplished by drafting a corrective action plan which may include, but not limited to assigning the following actions:

- Change to plans/procedures
- Acquire new or replace outdated equipment/resources
- Train/Re-Train Personnel

The same process may be used following actual events and will be led by Campbell County Emergency Management Agency.

V. Response

Emergency responders in the jurisdictions must be prepared to respond quickly and effectively on a 24-hour basis to developing events. The primary goal of response operations is to ensure a timely and effective response to emergency/disaster situations. When an event or potential event is first detected, a series of actions will take place to ensure an effective and efficient response operation.

A. Local Emergency Response Coordination Center (ERCC)

The Campbell County Emergency Response Coordination Center (ERCC) is a facility used to coordinate a local response to any major emergency or disaster situation. The Campbell County Emergency Response Coordination Center (ERCC) is located at the Campbell County Sheriff's Office in Gillette. The facility serves as the coordination center for Campbell County, the City of Gillette and Town of Wright. In the event the Campbell County Emergency Response Coordination Center (ERCC) is threatened or another site would better serve the need, an alternate ERCC site may be activated.

Additional information on Campbell County Emergency Response Coordination Center (ERCC)

activation levels, communications, warning points, and field operations has been previously provided in this plan.

Alternate ERCC

Alternate Campbell County ERCC locations could include the basement of the Campbell County Public Health Department, Campbell County Fire Department's Station One in Gillette, Gillette City Hall, Wright Town Hall, Fire Station Nine in Wright or the Campbell County MCU.

Public Safety Enforcement Actions

In a large-scale incident law enforcement resources may quickly become overwhelmed and law enforcement officials may have to balance their resources and efforts between new responsibilities brought about by the incident and everyday service demands. The ESF 13 Coordinating Agency may find it necessary to initiate mutual aid assistance from law enforcement agencies outside the affected area. Additional information is provided in ESF 13.

VI. Recovery

In the aftermath of a disaster, local jurisdiction efforts turn to rebuilding the infrastructure and restoring the social and economic life of the community. Incorporation of mitigation measures should be as a major goal and to accomplish this, the following strategy is an option:

- Deployment of several specialized recovery teams (personnel) and facilities (centers) into a disaster area to help victims and support the Incident Commander
- Working closely with the Wyoming Office of Homeland Security and informing affected local governments, individuals and businesses of programs available to assist them in recovery efforts.
- Review of the goals and projects within the Multi-Jurisdiction Hazard Mitigation Plan for possible application during recovery.

Recovery Section	Roles and Responsibility
All ICS Recovery Section Departments	1. Coordinate community relations addressing unmet needs and providing emergency housing following a disaster. 2. Coordinate activities to address individual and community needs that remain after governmental assistance has been exhausted following a disaster. 3. Provide damage reports to the local ERCC.

	4. Provide food and water to field operations. 5. Coordinate all damage assessment for public infrastructure with assistance from local public works agencies. 6. Coordinate activities associated with the Public Assistance Program following a disaster. 7. Provide information and planning support for agencies involved in recovery operations. 8. Issue post-disaster permits, as necessary. 9. Serve as the lead agency for post-disaster debris management operations. 10. Identification of immediate personal and disaster relief needs for individuals affected by the event (Victim mass care requirements to include: food, water, clothing, shelter/housing, medical needs). 11. Coordinate for removal and disposal of all debris. 12. Identify proper disposal sites, both temporary and long term. 13. Provide assistance and information in coordination with Finance regarding Unemployment Compensation and Disaster Unemployment assistance.
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Recovery Field Operations

In the aftermath of a disaster, with or without a Presidential Declaration and upon request of the affected jurisdiction, the State may deploy several specialized recovery teams (personnel) and establish centers (facilities) into a disaster area.

Recovery Personnel

- Assessment Team - Teams of qualified personnel, including building inspectors, structural engineers and architects, who will gather information by performing an assessment of all structures and property in the disaster area; and teams of administrative personnel who will compile the gathered information to facilitate the application process for local, state and federal disaster assistance programs.
- Community Relations Team - Team is deployed to disseminate information and collect data to assist disaster-affected communities and eligible individuals in receiving assistance. The primary function of this team is to identify and report unmet human

needs and to inform disaster victims of the disaster assistance programs and registration process.

- Unmet Needs Committee - A committee that helps identify unmet needs and possible assistance. Such committees are comprised of volunteer agencies, private sector representatives, and governmental agencies.
- Human Needs Assessment Team - A team that is deployed immediately after a disaster and before the establishment of a JFO Office to help counties assess and report the immediate needs of disaster victims.
- Insurance Team - A team that is deployed to assist policy owners following a disaster.

Damage Assessment

Damage assessments include those actions that are undertaken to determine the nature and scope of damages to structures, facilities and infrastructure for the purpose of identifying and scaling the need for State and Federal disaster assistance in the recovery phase. Damage assessment will be closely coordinated with ESF 5, which has the lead for impact assessment and incident action planning during the response phase.

Operational assessment is the immediate, informal reporting of emergency conditions to size-up the damage that has occurred and to determine what personnel, equipment and facility resources the county has available for response. First indications of the scope and extent of damages will likely be provided by field personnel reporting to their dispatch centers or to the Campbell County Emergency Response Coordination Center (ERCC). These initial reports include hazard conditions, critical emergency needs and condition of surface routes, and are extremely important in allocating emergency responders and determining incident situation status.

The Campbell County Emergency Response Coordination Center (ERCC) may also receive damage assessment information from additional sources: ambulance crews, utility crews, employees traveling to or from work, media sources in the field, citizens, businesses, etc. The Campbell County Emergency Response Coordination Center (ERCC) may establish a process where the public can submit damage reports.

The Public Works or Engineering Departments for Campbell County, the City of Gillette or Town of Wright will typically serve as lead for the Damage Assessment Program. Responsibilities include: recruitment and training of team members and the overall management of damage assessment priorities in coordination with ESF 5.

The County Assessor's Office will be able to assist in providing estimates of loss and economic impact. The Chamber of Commerce and the insurance industry will be possible sources of information about losses to businesses.

Emergency Management will provide damage assessment information to jurisdictions and the Wyoming Office of Homeland Security as soon as possible, within a goal of within 12-36 hours.

Initial Safety and Damage Assessments

When appropriate, the County, City and/or Town will conduct an initial damage assessment to determine the overall extent of damages. The Public Works or Engineering Departments of the jurisdictions may be responsible for the Impact Assessment process and may use employees from other departments and agencies to assist. The goal of these assessments is to determine the magnitude and severity of damage to structures and infrastructure; and, in the event of a flood, determine the extent of damage. The American Red Cross may assist in conducting damage assessments for residential areas.

Collection of the impact assessment data provides a general overview of the most significantly impacted areas and assists in establishing priorities for deployment of damage assessment teams, resource allocation and disaster assistance.

Preliminary Damage Assessment

If the situation warrants, a formal Preliminary Damage Assessment will be requested and performed by local, State and Federal assessors. This will include assessments for both public and individual damages. Local representatives will accompany these teams during their assessments. The Wyoming Office of Homeland Security will then coordinate with the Federal Emergency Management Agency to determine if the County qualifies for public and/or individual assistance.

Capturing all costs associated with the emergency is essential because accurate damage assessments (Initial Damage Assessments and Preliminary Damage Assessments) document the need for state and/or federal assistance and are required to obtain a federal disaster declaration.

Habitability Assessments

Habitability assessors will determine the structural safety of residential buildings. This will likely be conducted through the coordinated efforts of the Public Works or Engineering Departments of the jurisdictions. When practical, this assessment will be coordinated with the American Red Cross or other relief agencies.

Campbell County, the City of Gillette and Town of Wright are responsible for all corresponding inspections, damage assessments and other disaster response and recovery functions and activities for their jurisdictional area.

Priorities of inspections include:

- Structures involved in response operations
- Critical transportation routes and infrastructure
- Essential facilities

When the Emergency Response Coordination Center (ERCC) is activated in response to an emergency/disaster, a recovery component should be activated as well. The purpose of this component is to initiate activities necessary to ensure a successful recovery effort. Activities include: condition monitoring, situation evaluation, damage assessment teams, mitigation assessment teams, deployment of damage assessment teams, liaisons, and mitigation assessment team.

Once the initial response operations have been completed, and it is appropriate for recovery activities to commence, the agencies identified as having recovery functions will initiate their activities. Many of the recovery functions run concurrent with the initial response functions and are managed by the same agencies.

VII. Disaster Declaration

Requests for federal disaster assistance will be predicated on the requirements outlined in the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended). After local government conducts the initial damage assessment and reports it to the State Emergency Response Coordination Center (SRCC), a joint local/State preliminary damage assessment may be scheduled that could include the Federal Emergency Management Agency. This damage assessment validates the local data and is the basis for requesting a Presidential Disaster Declaration. Other federal agencies that may participate in the assessment process include the Small Business Administration. This process is described in 44 CFR, Part 206, Subpart B - The Declaration Process and other federal and state policies and procedures.

Following a major or catastrophic disaster in which an emergency or major disaster declaration is granted by the President, federal assistance to disaster victims becomes available under three program areas: Individual Assistance, Public Assistance and Hazard Mitigation. The administration of these programs is coordinated through a joint Federal/State effort in a Joint Field Office, which is usually located in the impacted area

The Joint Field Office (JFO) is the primary field location for the coordination of federal and state recovery operations. The Federal Coordinating Officer (FCO) and the State Coordinating Officer (SCO) co-locate in the JFO, as well as other Federal and State personnel. Recovery and

mitigation operations, logistics, information and planning, financial management and general administration are coordinated at the JFO.

Public Assistance (PA) and Individual Assistance (IA) Activities

Declared Disasters – Public Assistance (PA)

The Public Assistance (PA) program provides program support to eligible local governmental entities following a disaster to assist in the recovery and restoration of buildings, infrastructure and the removal of debris that is on public property. The categories of Public Assistance include:

- Category A: Debris Removal
- Category B: Emergency Protective Actions
- Category C: Road Systems
- Category D: Water Control Facilities
- Category E: Buildings and Equipment
- Category F: Utilities
- Category G: Parks, Recreation, and Other

In the event of a declared disaster, Campbell County Emergency Management Agency will work closely with ESF 15 - External Communications to notify all eligible governments and private not-for-profit organizations of the availability of federal public assistance funds. They include all local government agencies and those quasi-governmental organizations that perform a governmental function. Notification will be given of scheduled briefings and Kick-Off Meetings for the Public Assistance (PA) program and the Hazard Mitigation Grant Program (HMGP). The Public Assistance applicant briefings include procedures for all aspects of financial management, personnel and record keeping required for the various Federal and State financial assistance programs. State and Federal recovery personnel will advise the Campbell County Emergency Management Agency of these briefings so local agencies can be notified. Key components of the Public Assistance program include:

- Project Worksheets are prepared for eligible emergency costs and eligible costs for restoration of damaged facilities.
- The federal share for reimbursement under most federal declarations is 75 percent. The 25 percent nonfederal share is normally provided from a combination of State and local sources in accordance with policies established by the Executive Office of the Governor and the Wyoming Legislature.

- The State serves as the Grantee and eligible applicants are Sub-grantees under the federal disaster assistance program.
- Contractual agreements with Wyoming Office of Homeland Security are executed with applicants with all reimbursements coming through Wyoming Office of Homeland Security.
- Documentation, record keeping, inspections, and final closeouts are overseen and approved by the Wyoming Office of Homeland Security.

Documentation is obtained by the local jurisdictions and provided as needed regarding damage sustained to:

- Roads
- Water control, treatment and distribution facilities
- Public building and related equipment
- Public utilities
- Facilities under construction
- Recreational and park facilities
- Educational institutions
- Certain private non-profit facilities

Declared Disasters – Individual Assistance (IA)

If the County is declared for Individual Assistance, eligible residents will be able to apply for the Individual Assistance Program. In some cases, FEMA will deploy habitability inspectors to verify the damages individual applicants are claiming. They will do this independent of the State or local assessors. Campbell County, the City of Gillette and Town of Wright will also perform inspections of damaged homes to determine safety and will be responsible for coordinating post-disaster habitability inspections.

Non-Declared Disasters

During the recovery stage, a disaster may not be declared at the federal level. It will then fall upon the jurisdictions to use local funds, available competitive grant funds, or any supplemental funding provided by the State of Wyoming to recover from the event.

Similar to a declared disaster, costs for response and recovery are to be monitored by all participating agencies. Each responding agency is responsible for the overall management of documentation of the costs of a non-declared disaster with reports submitted ultimately to the

Campbell County Commissioners, Gillette City Council, Wright Town Council for budget and expenditure approval.

Disaster Recovery Centers and Staging Areas

Centers may be established in a disaster area to provide information concerning the range of disaster assistance available. The responsibility for managing these centers is jointly shared by the State, the Federal Emergency Management Agency, and the County where the center is located.

A Disaster Recovery Center (DRC) is a facility established in, or in close proximity to, the community affected by the disaster where persons can meet face-to-face with represented Federal, State, local and volunteer agencies to:

- Discuss their disaster-related needs
- Obtain information about disaster assistance programs
- Tele-register for assistance
- Learn about measures for rebuilding that can eliminate or reduce the risk
- Request the status of their application for Assistance to Individuals and Households

The Campbell County Emergency Management Agency, the State of Wyoming and potentially FEMA, will assess the need to open Disaster Recovery Centers and Field Offices, based upon initial damage assessment and human services needs estimates and reports. Should the need be established, Campbell County Emergency Management Agency will make a formal request to the Wyoming Office of Homeland Security for a Disaster Recovery Center.

Once it has been determined that Disaster Recovery Centers and/or a Disaster Field Office will be opened, the State Emergency Response Coordination Center (SRCC) will take the lead and notify the Campbell County Emergency Response Coordination Center (ERCC). The State Emergency Response Coordination Center (SRCC) will advise if there are resources the local jurisdictions may need to supply include staffing. The DRC will be staffed with representatives from appropriate federal, state, local, private relief organizations, and other organizations capable of providing disaster related information to individuals and businesses.

Unmet Needs – VOAD

The Campbell County Emergency Management Agency will coordinate the unmet needs recovery function with the Campbell County Voluntary Organizations Active in Disaster (VOAD) and will contact the Wyoming Office of Homeland Security to obtain assistance through multiple agencies. A Local Coordinator may be named to serve as the Unmet Needs Coordinator following a disaster. The Coordinator or VOAD will be responsible for making contacts and establishing a relationship with community service providers, local churches, community

outreach programs and volunteer organizations to be called upon in the event that a disaster creates unmet needs in the community.

Once immediate life safety issues have been addressed in the end of the response phase and early in the recovery phase, the next task will be identifying any unmet needs. The Campbell County VOAD may function as the Unmet Needs Committee or a committee may be appointed, comprised of members from local religious, non-profit organizations, NGO's, emergency management, and the appropriate State and Federal agencies. The committee will address immediate human needs (food, water, clothing, etc.), immediate housing needs and issues involving special needs population. If not a function of the VOAD, the unmet needs committee will be formed on an as-needed basis for a given event.

VIII. Mitigation

In the aftermath of a disaster, the mitigation goal is to ensure mitigation efforts are designed to ensure that residents, visitors, and businesses in Campbell County, the City of Gillette and Town of Wright are safe and secure from future disasters. The strategies to complete this goal include:

- Complete and maintain a hazards and risk assessment
- Maintain a comprehensive list of mitigation goals, objectives and tasks
- Planning process and organizational framework for carrying out the mitigation goals and objectives
- Implement Pre and Post Hazard Mitigation Actions to reduce overall risk/vulnerability
- Evaluation of existing agencies, organizations, plans, programs and guidelines that impact mitigation.

Coordination of Mitigation Activities

The Campbell County Emergency Management Agency has been delegated as the lead agency to facilitate and coordinate the mitigation activities.

A comprehensive hazard and risk assessment is contained in the Wyoming Region 1 Regional Hazard Mitigation Plan, Campbell, Crook, Johnson, Sheridan and Weston Counties, adopted in September 2018 by Campbell County, City of Gillette and Town of Wright identifies the hazards to which the jurisdictions are vulnerable; assesses the facilities and structures that are most vulnerable to hazards; offers a prioritized list of mitigation projects to take advantage of available funding; and links mitigation projects to these sources of funding.

The Multi-Jurisdiction Hazard Mitigation Plan defines the mitigation goals, objectives and is

reviewed annually and fully updated every five years, although in the event of a disaster or if needed, the plan can be updated more frequently.

Mitigation Programs

Pre-Disaster Activities

- ***The National Flood Insurance Program (NFIP)*** –The Department of Agriculture, Division of Water Resources (DWR), provides technical assistance to the public and communities on the NFIP. The NFIP provides flood insurance to communities that agree to implement land use planning and construction requirements to reduce flood damage in their jurisdiction. These land use and construction requirements apply to all new construction and substantial improvements to existing structures in the community's Special Flood Hazard Areas (SFHAs).
- ***Community Rating System (CRS)*** - Additionally, DWR provides technical assistance to local communities on the Community Rating System (CRS). The CRS is an integral part of the NFIP. Through reduced flood insurance premiums, the CRS provides incentives to communities that go beyond the minimum flood plain management requirements established through the NFIP.
- ***Flood Mitigation Assistance (FMA) Program*** – Wyoming Office of Homeland Security administers the FMA. This program makes federal funds available pre-disaster to fund mitigation projects in communities participating in the NFIP. These funds have a 25 percent non-federal match requirement. The overall goal of the FMA is to fund cost effective measures that reduce or eliminate the long-term risk of flood damage to NFIP insurable structures. This is accomplished through the reduction of the number of repetitively or substantially damaged structures.
- ***Repetitive Flood Claims (RFC) Program*** - Wyoming Office of Homeland Security administers the RFC. The goal remains to reduce flood damages to individual properties for which one or more claim payments for losses have been made under flood insurance coverage and that will result in the greatest savings to the National Flood Insurance Fund (NFIF) in the shortest period.
- ***Severe Repetitive Loss (SRL) Program*** - Wyoming Office of Homeland Security administers the SRL. The goal remains to reduce flood damages to residential properties that have experienced severe repetitive losses under flood insurance coverage and that will result in the greatest savings to the National Flood Insurance Fund (NFIF) in the shortest period.
- ***Pre-Disaster Mitigation (PDM) Program*** - Wyoming Office of Homeland Security administers the PDM. The PDM is designed to assist States, Territories, Indian Tribal governments, and local communities to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from

future hazard events, while also reducing reliance on Federal funding from future major disaster declarations.

- **State Hazard Mitigation Planning** - The State Hazard Mitigation Plan is updated every three years or in the aftermath of a disaster at the direction of the State Hazard Mitigation Officer (SHMO) as necessary. Additionally, the mitigation staff continues to provide technical assistance to communities on the development, implementation, and maintenance of local mitigation strategies.

Post-Disaster Activities

- **Hazard Mitigation Grant Program (HGMP)** - Wyoming Office of Homeland Security administers the HGMP. HGMP is authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (the Stafford Act), Title 42, United States Code (U.S.C.) 5170c. The key purpose of HMGP is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster. HMGP is available when authorized under the Presidential major disaster declaration in the areas of the State requested by the Governor.
- **406 Mitigation** - Section 406 of the Stafford Act provides for direct federal assistance for repairs and improvements to eligible damaged public facilities. Mitigation measures (improvements) must be identified in the Project Worksheets (PW's). The award of Section 406 hazard mitigation projects is at the discretion of the FEMA Regional Director.

IX. ADMINISTRATION, FINANCE AND LOGISTICS

A. Documentation

Responding agencies should keep documentation on the ICS Activity Log (ICS Form 214) or another suitable log. The Campbell County Emergency Response Coordination Center (ERCC) will document activities through methods which could include an ICS form 214, situation reports, and/or some form of common operating pictures. Such documentation is crucial for the following reasons:

- Documentation is the key to recovering emergency response and recovery costs. Damage assessment documentation will be critical in establishing the basis for eligibility of disaster assistance programs.
- Documentation provides a legal account of the actions which took place before, during and after an emergency.
- Documentation provides for a historical record which could be used during after action reviews to improve response operations in the future.

Following a disaster, the Campbell County Emergency Management Agency or appropriate agencies should maintain an archive and ensure the archival documents are protected.

During after action review the documentation will be used to identify:

- Actions taken (or not taken)
- Resources expended
- Economic and human impacts
- Lessons learned and possible improvements
- Possible mitigation measures that could be taken
- Key impacts and damages

B. Finance

Funding

- During local state of emergency, the monetary support for logistical and administrative support will be funded out of each agency's budget. However, agencies may request reimbursement or additional funds that may be provided through the jurisdiction's general funds or other legal funding mechanisms available. The Governor's Office Emergency Disaster Fund is available to local jurisdictions if the incident is declared a state disaster by the Governor's Office. Application for those funds is made through the Wyoming Office of Homeland Security Disaster/Recovery Bureau.
- In the event of a federal declaration, some expenses and/or reimbursements are available to affected agencies through Public Assistance Grants.

Disaster Assistance

In a federal disaster declaration the county and its eligible jurisdictions/citizens may qualify for federal assistance. Such assistance has been previously described and will be further described in ESF 14. In the event of a federal declaration authorizing public assistance, applicant briefings will be conducted to educate responders and local officials about the cost recovery process.

The Campbell County Commissioners, Gillette City Council and Wright Town Council will manage and oversee the financial aspects of the Public Assistance Programs. The jurisdictions will need to identify available funds for the recovery effort, to include response, recovery and mitigation functions.

Tracking Local Disaster Costs

In the event of a federally declared disaster, Campbell County Emergency Management Agency may ask the jurisdiction's Financial Officer(s) to assign a special project number to track all disaster-related expenses.

Insurance and Cost Recovery

Insurance actions pertaining to government property will be coordinated by the normal risk management/insurance departments/personnel within the jurisdictions. Record keeping of those claims/payments resulting from the disaster will need to be identified and maintained separate from routine claims/payments not related to the event.

Pet Sheltering Costs: Disaster Assistance Policy (DAP) 9523.19

FEMA Disaster Assistance Policy (DAP) 9523.19 details eligible reimbursements related to pet sheltering including: shelter facilities, supplies and commodities, eligible labor, equipment, emergency veterinary services, transportation, shelter safety and security, cleaning and restoration, and the removal and disposal of animal carcasses.

ESF 6 provides the concept of operations for pet sheltering and documentation of costs.

X. Logistics

Requesting State Assistance

Coordination of Resource Needs:

- When local resources are committed, the Campbell County Emergency Management Agency will coordinate assistance to satisfy resource needs.
- If the County requires additional assistance, it will call mutual aid from adjacent counties and regional resources.
- Only the Campbell County Emergency Manager or his/her documented designee, is authorized to request resource support from the Wyoming Office of Homeland Security on behalf of the local jurisdictions.
- Wyoming Office of Homeland Security will turn to the Federal Emergency Management Agency (FEMA) for assistance in dealing with a major disaster that threatens to exceed the capabilities and resources of the state.

Key Logistics Facilities

Potential locations for Staging Areas, Points of Distribution sites (PODS) and Landing Zones should be identified annually by Campbell County Emergency Management Agency.

XI. CONTINUITY OF OPERATIONS / CONTINUITY OF GOVERNMENT

All Campbell County, the City of Gillette and Town of Wright government agencies are encouraged to develop and implement Continuity of Operations Plans (COOP) to ensure that a viable capability exists to continue their essential functions of government services. Planning and training efforts for COOP should be closely coordinated with the Joint EOP and actions. This serves to protect and preserve vital records/documents deemed essential for continuing government functions and conducting post-disaster operations.

Continuity of Government is also an essential function of Emergency Management and is vital during an emergency/disaster situation. Critical issues include Lines of Succession, Delegation of Emergency Authority, Emergency Actions, safeguarding essential records, and protection of government resources which adhere to the State of Wyoming constitution, statutes and administrative rules.

XII. REFERENCES AND AUTHORITIES

The following references and authorities may be consulted for further advice and guidance. Other than those references and authorities that have the inherent force and effect of law, this Joint EOP is not intended to incorporate them by reference.

Relationship to Other Plans

In addition to *the Campbell County, the City of Gillette and Town of Wright Joint EOP*, the following plans should be developed and maintained pursuant to state and federal requirements.

- Campbell County Warning Plan
- Hazardous Materials Plan
- Hazard Mitigation Plan (HMP)
- Local Mitigation Strategy
- Tactical Interoperable Communications Plan (TICP)

- Special/Functional Needs Plans
- Continuity of Operations / Continuity of Government (COOP/COG)
- Distribution Management Plan
- Terrorism Plans
- Other Plans as may be relevant or required

Mutual Aid Agreements (MAA)

- Wyoming Inter-County Mutual Aid Agreement, Signed by Campbell County on July 7th, 2015

References:

- National Incident Management System – Third Edition (October 2017)
- Comprehensive Preparedness Guide (CPG) 101 Ver 3.0, (September 2021)
- Threat and Hazard Identification Guide (THIRA) CPG 201, Third Edition, (May 2018)
- Emergency Management Assistance Compact (EMAC), (Pub. L. 104-321)
- National Planning Frameworks
 - National Prevention Framework, Second Edition (June 2016)
 - National Protection Framework, Second Edition (June 2016)
 - National Mitigation Framework, Second Edition (June 2016)
 - National Response Framework, Fourth Edition (October 2019)
 - National Disaster Recovery Framework, Second Edition (June 2016)
- National Preparedness Goal, Second Edition (September 2015)
 - Core Capabilities List, (February 2018) (Updated February 2021)
- Target Capabilities List (September 2007)
- Universal Task List (Ver. 2.1) (May 2005)
- NIMS Implementation Objectives (2018)

- NIMS Training Program (May 2020)
- NIMS National Qualification System (NQS) Guidelines (November 2017)
- National Emergency Communications Plan (NECP)
- National Wildfire Coordinating Group (NWCG)
- Federal Bureau of Investigation's Concept of Operations for Weapons of Mass Destruction
- Federal Radiological Emergency Response Plan

Authorities:

- Wyoming Statute 19-13-101 thru 414 – The Wyoming Homeland Security Act
- Homeland Security Act of 2002, (Pub. L. 107-296, November 25, 2002)
- Pet Evacuation and Transportation Standards Act (PETS Act) of 2006
- Post-Katrina Emergency Management Reform Act (PKEMRA) of 2006
- Robert T. Stafford Disaster Relief and Emergency Assistance Act Pub. L. 100-707 November 23, 1988 (as amended May 2019)
- Sandy Recovery Improvement Act of 2013
- Coastal Barrier Resources Act (16 U.S.C. 3501)
- 44 CFR 350 - Code of Federal Regulations.
- 44 CFR Part 10 - Environmental Considerations.
- Disaster Mitigation Act of 2000
- Defense Production Act (2018)
- Disaster Recovery Reform Act of 2018
- Uniform Administrative Requirements for Grants and Cooperative Agreements (44 CFR Part 13)
- Audits of State and Local Governments – (44 CFR Part 14)
- Federal Disaster Assistance for Disasters Declared after November 23, 1988 (44 CFR Part 206)

- National Flood Insurance Program (44 CFR Parts 59-76) - and related programs.
- 50 CFR, Title 10 - Code of Federal Regulations.
- National Flood Insurance Act of 1968, 42 U.S.C. 4101 - As amended by the National Flood Insurance Reform Act of 1994 (Title V of Public Law 103-325).
- Clean Air Act Amendments of 1990, (Pub. L. 101-549)
- Hazardous Materials Transportation Uniform Safety Act (HMTUSA), (Pub. L. 101-615)
- Disaster Mitigation Act 2000, (Pub. L.106-390)
- Public Law 107-296, 116 Stat. 2135 (2002) - (codified predominantly at 6 U.S.C. 101-557 and other sections of the U.S.C.)
- Amendment to the Atomic Energy Act of 1954, (Pub. L. 833-703)
- Flood Emergencies, (Pub. L. 84-99), 33 U.S.C. 701n
- Price-Anderson Act, (Pub. L. 85-256), 42 U.S.C. 2210
- National Historic Preservation Act, (Pub. L. 89-665),16 U.S.C. 470
- Food Stamp Act of 1964, (Pub. L. 91-671), in conjunction with Section 412 of the Stafford Act
- Flood Disaster Protection Act of 1973, (Pub. L. 93-234) - as amended by the Flood Insurance Reform Act of 1994, 42 U.S.C. 4001, et seq
- The Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, (Pub. L. 95-510), 42 U.S.C. 9601
- Superfund Amendments and Re-authorization Act of 1986, Part III (Pub. L. 99-499), The Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. 11001, et seq
- Regal Community Development and Regulatory Improvement Act of 1994.
- Stewart B. McKinney Homeless Assistance Act, 42 U.S.C. 11331-11352

XIII. EMERGENCY SUPPORT FUNCTION ANNEXES

Purpose

This section provides an overview of the Emergency Support Function (ESF) structure, common elements of each of the ESFs, and the basic content contained in each of the ESF Annexes.

Background

The ESFs provide the structure for coordinating support for emergencies or disasters. The ESF structure includes mechanisms used to provide local jurisdiction support, both for declared disasters and emergencies under the Stafford Act and for non-Stafford Act incidents. The following section includes a series of annexes describing the roles and responsibilities of County and local jurisdictions, Departments/Agencies, and the American Red Cross as ESF coordinators or as primary or support agencies.

The ESF structure provides mechanisms for interagency coordination during all phases of incident management. Some departments and agencies provide resources for response, support, and program implementation during the early stage of an event, while others are more prominent in the recovery phase.

ESF NOTIFICATION AND ACTIVATION

The Incident Commander or the Campbell County ERCC and Campbell County Emergency Management Agency, activates individual ESFs based on the scope and magnitude of the threat or incident.

ESF primary agencies are notified of the activation and time to report to the ERCC. Not all ESFs may be activated at any one time. It is also acknowledged that ERCC and ESF personnel may need to first check on and secure their families safety, therefore, the ERCC may not be immediately activated or fully staffed.

ESF primary agencies notify and activate support agencies as required for the threat or incident, to include support to specialized teams. Each ESF is required to develop standard operating procedures (SOPs) and notification protocols and to maintain current rosters and contact information.

ESF ROLES AND RESPONSIBILITIES

Each ESF Annex identifies the ESF coordinator(s) and the primary and support agencies pertinent to the ESF. Several of the ESFs incorporate multiple components, with primary agencies designated for each component to ensure seamless integration of and transition between preparedness, prevention, response, recovery, and mitigation activities. ESFs with multiple primary agencies designate an ESF coordinator for the purposes of pre-incident planning and coordination.

ESF Coordinator

The ESF coordinator has ongoing responsibilities throughout the prevention, preparedness, response, recovery, and mitigation phases of incident management. The role of the ESF coordinator is carried out through a “unified command” approach as agreed upon collectively by the designated primary agencies.

Responsibilities of the ESF coordinator include:

- Writing the ESF;
- Pre-incident planning and coordination;
- Maintaining ongoing contact with ESF primary and support agencies;
- Conducting periodic ESF meetings and conference calls;
- Coordinating efforts with corresponding private-sector organizations; and
- Coordinating ESF activities relating to catastrophic incident planning and critical infrastructure preparedness as appropriate.

Primary Agencies

An agency designated as **an ESF primary agency serves as the contact point to accomplish the ESF mission**. When an ESF is activated in response to an emergency or disaster or incident of significance, the primary agency is responsible for:

- Orchestrating support within their functional area for an affected area;
- Providing staff for the operations functions at fixed and field facilities;
- Notifying and requesting assistance from support agencies;
- Managing mission assignments and coordinating with support agencies, as well as appropriate State agencies;
- Working with appropriate private-sector organizations to maximize use of all available resources;
- Supporting and keeping other ESFs and organizational elements informed of ESF operational priorities and activities;
- Executing contracts and procuring goods and services as needed;
- Ensuring financial and property accountability for ESF activities;
- Planning for short-term and long-term incident management and recovery operations; and
- Maintaining trained personnel to support interagency emergency response and support teams

Support Agencies

When an ESF is activated in response to an emergency or disaster or incident of significance, support agencies are responsible for:

- Conducting operations, when requested by the IC or ERCC or the designated ESF primary agency, using their own authorities, subject-matter experts, capabilities, or resources;
- Participating in planning for short-term and long-term incident management and recovery operations and the development of supporting operational plans, SOPs, checklists, or other job aids, in concert with existing first-responder standards;
- Assisting in the conduct of situational assessments;
- Furnishing available personnel, equipment, or other resource support as requested by the IC, ERCC or the ESF primary agency;
- Providing input to periodic readiness assessments;
- Participating in training and exercises aimed at continuous improvement of prevention, response, and recovery capabilities;
- Identifying new equipment or capabilities required to prevent or respond to new or emerging threats and hazards, or to improve the ability to address existing threats;

- Nominating new technologies for review and evaluation that have the potential to improve performance within or across functional areas; and
- Providing information or intelligence regarding their agency's area of expertise.

ESF 1 – Transportation

ESF 2 – Communications

ESF 3 – Public Works and Engineering

ESF 4 – Fire

ESF 5 – Emergency Management

ESF 6 – Mass Care, Housing and Human Services

ESF 7 – Resource Support

ESF 8 – Public Health and Medical Services

ESF 9 – Search and Rescue

ESF 10 – Oil and Hazardous Materials Response

ESF 11 – Agriculture and Natural Resources

ESF 12 – Energy

ESF 13 – Public Safety and Security

ESF 14 – Long-Term Community Recovery and Mitigation

ESF 15 – External Affairs

ESF #1: Transportation Annex

Emergency Support Function (ESF) #1: Transportation

Coordinator: Campbell Co Public Works Director

Primary Agency(s): Campbell County Public Works
Road and Bridge
Northeast Wyoming Regional Airport
City of Gillette
Public Works
Town of Wright
Public Works

Secondary Agencies: All County Agencies
All City of Gillette Agencies
All Town of Wright Agencies
Burlington Northern Railroad

Note: The Wyoming Department of Transportation plays a vital role in Campbell County's transportation infrastructure and should be involved in operations and communications at the county level for all events involving transportation. As a state entity, WyDOT cannot be tasked directly by the County, City or Town, but instead must be requested through the Wyoming Office of Homeland Security and state WyDOT offices. Thus, WyDOT is not directly listed as a Primary or Secondary Agency within this ESF. Informal requests for services which fall within the normal scope of WyDOT's local operations can still be made directly to local WyDOT officials.

PURPOSE

Transportation provides support by assisting governmental entities, voluntary organizations, nongovernmental organizations, and the private sector in the management of transportation systems and infrastructure during emergencies, significant events or in response to incidents. ESF-1 entities may participate in prevention, preparedness, response, recovery, and mitigation activities. ESF-1 Entities carry out their statutory or delegated authorities to ensure the coordination of transportation systems, route repair and restoration of services and providing support for agencies requiring access to significant events.

SCOPE

Transportation provides expertise utilizing public/private sector stakeholder relationships to plan for and respond to local incident management activities. These may include:

- Monitoring and reporting status of/damage to the transportation system and infrastructure resulting from an incident.
- Identifying temporary alternative transportation solutions which can be implemented by others when systems or infrastructure are damaged, unavailable, or overwhelmed.
- Performing activities within statutory or delegated authorities relating to transportation.
- Coordinating the restoration and recovery of transportation systems and infrastructure.
- Coordinating and supporting prevention, preparedness, response, recovery, and mitigation activities among transportation stakeholders within their authorities and resource limitations.

The primary focus of ESF-1 is upon the transportation infrastructure. (Think highways, roads and streets, airports, rail lines.)

Movement of goods, equipment and people are covered within ESF 7 (Resources Support) or ESF 12 (Energy), movement of animals falls within ESF 11 (Agriculture and Natural Resources) and movement of people falls within ESF 6 (Mass Care, Emergency Assistance, Housing and Human Services.)

ALIGNMENT TO CORE CAPABILITIES

ESF #1 most directly supports the Core Capability: Critical Transportation in the Response Mission Area.

This capability is to *“Provide transportation (including infrastructure access and accessible transportation services) for response priority objectives, including the evacuation of people and animals, and the delivery of vital response personnel, equipment, and services into the affected areas.”*

Additional Core Capabilities which impact ESF #1 include:

- Supply Chain Integrity and Security (Protection Mission Area)
- Community Resilience (Protection Mission Area)
- Infrastructure Systems (Response and Recovery Mission Areas)
- Logistics and Supply Chain Management (Response Mission Area)
- Economic Recovery (Recovery Mission Area)

RESPONSIBILITIES

The Campbell County, City of Gillette and Town of Wright’s Joint Emergency Operations Plan guiding philosophy designates the jurisdiction with the greatest impact from an emergency, significant event or incident as the lead for the response and the other two jurisdictions assuming supporting roles.

This philosophy continues within the ESF’s where the responsibility of “Primary Agency” is placed upon the agency/jurisdiction experiencing with the greatest impact from an emergency, significant event or incident.

Primary Agency with Responsibility:

1. Campbell County Public Works
 - a. Provide emergency response coordinator in support of ESF-1
2. Damage assessment
 - a. Coordinate and report damage assessment of transportation infrastructure
 - b. Determine status of transportation corridors
3. Maintain traffic control and flow on essential highways, roads and streets
 - a. Limit and guide access to inbound and outbound routes as required
 - b. Maintain inbound emergency access routes during evacuation
 - c. Remove disabled vehicles during crises
 - d. Maintain probable evacuation route maps with associated evacuation traffic capacities
 - e. Identify locations suitable during evacuations for use as refueling, food distribution, and restroom sites
 - f. Coordinate and support traffic control and flow (signage and barriers)
4. Maintain and restore essential transportation infrastructure
 - a. Maintain functions of essential transportation routes in accordance to agency authorities, assigned responsibilities and operating plans/SOP's
 - b. Coordinate planning for detours and alternate routes
 - c. Coordinate planning the construction and reconstruction of roads

Campbell County Emergency Management Agency	Coordinate assistance and acquisition of support resources through activation of the Campbell County Emergency Response Coordination Center
City of Gillette Emergency Management	Work with Campbell County EMA to coordinate assistance and acquisition of support resources.
Town of Wright Emergency Management	Work with Campbell County EMA to coordinate assistance and acquisition of support resources.

ESF #2: Communications Annex

Coordinator: Campbell County Sheriff's Office
Gillette Police Department

Primary Agencies: City\County IT Departments

Support Agencies: Campbell County Commissioners
Gillette Mayor and Council
Wright Mayor and Council
Emergency Management
Regional Response Team #1
Campbell County Fire Department
City of Gillette Electrical Department
Public Information Officers

Purpose

Ensures the coordination and use of communication systems and is designed to support emergency response and recovery efforts.

Scope

ESF #2 coordinates local jurisdiction actions to provide for the restoration of the telecommunications interface for local government and agencies, and with outside organizations including the state and federal governments, private nonprofit organizations, and business/industry. This includes radio, telecommunications, broadcast cables, and electronic networks.

ALIGNMENT TO CORE CAPABILITIES

ESF #2 most directly supports the core capability of Operational Communications in the Response Mission Area. All ESFs, including ESF #2, support the core capabilities of Planning, Operational Coordination, and Public Information and Warning.

This capability is to *“Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impact area and all response forces.”*

Additional Core Capabilities which impact ESF #2 include:

- Intelligence and Information Sharing (Prevention and Protection Mission Areas)
- Screening, Search and Detection (Protection Mission Area)
- Cybersecurity (Protection Mission Area)
- Critical Transportation (Response Mission Area)
- Infrastructure Systems (Response and Recovery Mission Areas)

- Logistics and Supply Chain Management (Response Mission Area)
- Fire Management and Suppression (Response Mission Area)
- Mass Care Services (Response Mission Area)
- Mass Search and Rescue Operations (Response Mission Area)
- On-Scene Security, Protection and Law Enforcement (Response Mission Area)
- Public Health, Healthcare and Emergency Medical Services (Response Mission Area)
- Situational Assessment (Response Mission Area)
- Economic Recovery (Recovery Mission Area)

Responsibilities

Coordinate and report communications damage assessment of infrastructure (land lines, radio towers, fiber optics, satellite dishes, cell towers, etc....) to the ERCC

- Process and coordinate requests for communications (civil, local, state, or federal) and any alternate communication services.
- Coordinate and support the repair and restoration of local communication infrastructure.
- Coordinate and support RACES and ARES.
- Refer media and general public information requests to ESF #15 for response.

ESF #3: Public Works and Engineering Annex

Coordinator: Campbell County Public Works

Primary Agencies: Campbell County Public Works
City of Gillette Public Works/Engineering
Town of Wright Public Works/Engineering

Support Agencies: Campbell County Commissioners
Gillette Mayor and Council
Wright Mayor and Council
Emergency Management
Campbell County Road and Bridge
City of Gillette Street Department
City of Gillette Electrical Department
Public information Officers
City\County IT Departments

Purpose

The Public Works and Engineering Function ensures coordination for incident assessments as well as repair and restoration of essential facilities, utilities, and other public works.

Scope

ESF #3 is structured to provide public works and engineering-related support for the changing requirements of the emergency response and recovery efforts. Activities within the scope of this function include conducting incident assessments of public works and infrastructure; executing emergency contract support for lifesaving and life-sustaining services; coordinate technical assistance to include engineering expertise, construction management, contracting, and real estate services; coordinate providing emergency repair of damaged infrastructure and critical facilities.

ALIGNMENT TO CORE CAPABILITIES

ESF #3 most directly supports the core capability of Infrastructure Systems in the Response and Recovery Mission Areas.

This capability is to *“Stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community.”*

Additional Core Capabilities which impact ESF #3 include:

- Planning (All Mission Areas)
- Cybersecurity (Protection Mission Area)
- Physical Protective Measures (Protection Mission Area)

- Community Resilience (Mitigation Mission Area)
- Long-Term Vulnerability Reduction (Mitigation Mission Area)
- Risk and Disaster Resilience Assessment (Mitigation Mission Area)
- Threats and Hazards Identification (Mitigation Mission Area)
- Critical Transportation (Response Mission Area)
- Logistics and Supply Chain Management (Response Mission Area)
- Situational Assessment (Response Mission Area)
- Housing (Recovery Mission Area)
- Economic Recovery (Recovery Mission Area)

Responsibilities

- Coordinate and report public works and engineering damage assessment to the ERCC.
- Coordinate and support emergency infrastructure repair for lifesaving and life-sustaining services.
- Coordinate and support engineering and design of infrastructure during the response and recovery of an incident.
- Coordinate and support with physical debris removal and its associated labor.
- Coordinate and support public works equipment.
- Provide information and documentation for Rapid Assessment assistance.
- Refer media and general public information requests to ESF #15 for response.

ESF #4: Fire Annex

Coordinator: Campbell County Fire Department

Primary Agency: Campbell County Fire Department

Support Agencies: Emergency Management
Campbell County Sheriff's Office
Gillette Police Department
Regional Response Team #1
Campbell County Road and Bridge
City of Gillette Street Department
Northeast Wyoming Regional Airport
Public Information Officers
City\County ITS Departments

Purpose

The detection and suppression of wildland, rural, and urban fires. The function provides for a coordinated application of available resources and provides assistance to local governments.

Scope

Emergency Support Function #4 manages and coordinates firefighting activities, including the detection and suppression of fires, and provides personnel, equipment, and supplies in support of local entities involved in rural and urban firefighting operations. State and Federal departments may provide direct assistance in accordance with the provisions of active mutual aid agreements and annual operating plans.

ALIGNMENT TO CORE CAPABILITIES

ESF #4 most directly supports the core capability of Fire Management and Suppression in the Response Mission Area.

This capability is to *"Provide structural, wildland, and specialized firefighting capabilities to manage and suppress fires of all types, kinds, and complexities while protecting the lives, property, and the environment in the affected area."*

Additional Core Capabilities which impact ESF #4 include:

- Operational Coordination (All Mission Areas)
- Threats and Hazards Identification (Mitigation Mission Area))
- Critical Transportation (Response Mission Area)
- Environmental Response/Health and Safety (Response Mission Area)
- Fatality Management Services (Response Mission Area)
- Mass Search and Rescue Operations (Response Mission Area)
- Situational Assessment (Response Mission Area)

- Operational Communications (Response Mission Area)
- Public Health, Healthcare, and Emergency Medical Services (Response Mission Area)

Responsibilities

- Coordinate and report damage assessment from fires to the ERCC.
- Detection and suppression of fires.
- Provide and maintain fire service equipment, personnel, and supplies for fighting fires.
- Rescue / extrication services.
- Refer media and general public information requests to ESF #15 for response.

ESF #5: Emergency Management Annex

Coordinator: Campbell County Emergency Management Agency

Primary Agency: Campbell County Emergency Management Agency
City of Gillette Emergency Management
Town of Wright Emergency Management

Support Agencies: Campbell County Commissioners
Gillette Mayor and Council
Wright Mayor and Council
Campbell County Sheriff's Office
Gillette Police Department
Regional Response Team #1
Campbell County Fire Department
Campbell County Road and Bridge Department
City of Gillette Street Department
Northeast Wyoming Regional Airport
Campbell County Public Health
Campbell County Assessor's Office
Campbell County, City of Gillette, Town of Wright Animal Control
Campbell County Public Works
American Red Cross
City of Gillette Public Works\Engineering
Town of Wright Public Works\Engineering
City of Gillette Electrical Department
University of Wyoming Extension Office
Public information Officers
City\County IT Departments

Purpose

Emergency Management supports overall activities of local jurisdiction incident management. ESF #5 provides the core management and administrative functions in support of the Emergency Response Coordination Center (ERCC), Joint Information Center, and other agencies and departments.

Scope

ESF #5 serves as the support for all local governmental departments and agencies from response to recovery. ESF #5 facilitates information flow in the pre-incident prevention phase in order to place assets on alert or to pre-position assets for quick response. During the post-incident response phase, ESF #5 transitions and is responsible for support and planning functions. ESF #5 activities include those functions that are critical to support and facilitate multi-agency planning and coordination for operations. This includes training and public

education, alert and notification, deployment and staffing of emergency response teams, incident action planning, coordination of operations, logistics and material, direction and control, information management, facilitation of requests for State assistance, resource acquisition and management (to include allocation and tracking), worker safety and health, facilities management, financial management, and other support as required

ALIGNMENT TO CORE CAPABILITIES

ESF #5 most directly supports the core capability of Operational Coordination in All Mission Areas.

This capability is to *“Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.”*

Additional Core Capabilities which impact ESF #5 include:

- Planning (All Mission Areas)
- Public Information and Warning (All Mission Areas)
- Community Resilience (Mitigation Mission Area)
- Long-Term Vulnerability Reduction (Mitigation Mission Area)
- Risk and Disaster Resilience Assessment (Mitigation Mission Area)
- Threats and Hazards Identification (Mitigation Mission Area)
- Infrastructure Systems (Response and Recovery Mission Areas)
- Critical Transportation (Response Mission Area)
- Environmental Response/Health and Safety (Response Mission Area)
- Fatality Management Services (Response Mission Area)
- Fire Management and Suppression (Response Mission Area)
- Logistics and Supply Chain Management (Response Mission Area)
- Mass Care Services (Response Mission Area)
- Mass Search and Rescue Operations (Response Mission Area)
- Situational Assessment (Response Mission Area)
- Operational Communications (Response Mission Area)
- Public Health, Healthcare, and Emergency Medical Services (Response Mission Area)
- Economic Recovery (Recovery Mission Area)
- Health and Social Services (Recovery Mission Area)
- Housing (Recovery Mission Area)
- Natural and Cultural Resources (Recovery Mission Area)

Responsibilities

- Coordinate and report damage assessment to the ERCC.
- Coordinate and support all ESFs.
- Coordinate and support ERCC activities (command support, operations, planning, logistics, and finance/administration).
- Coordinate and support COOP and COG
- Coordinate and support Public Warning and notification.
- Coordinate with the National Weather Service and EAS broadcasts.

- Coordinate and support record documentation management.
- Provide administrative support to the Emergency Council, or other agencies/departments.
- Refer media and general public information requests to ESF #15 for response.

ESF #6: Mass Care, Housing, and Human Services Annex

Coordinator: American Red Cross

Primary Agency: Mass Care – American Red Cross
– Pets – Campbell County Sheriff/Animal Control

Housing – American Red Cross
YES House
Council of Community Services,
Wright Community Assistance

Human Services – Campbell County Public Health

Support Agencies: Emergency Management
Campbell County Senior Center
Campbell County Public Health
Campbell County Children's Center
University of Wyoming Extension Office – 4H
Public information Officers
Gillette Ministerial Association
Boys and Girls Club
CamPlex

PURPOSE

Mass Care, Housing, and Human Services support the efforts to address the non-medical mass care, housing, and human services needs of individuals and/or families impacted by disaster event(s).

SCOPE

ESF #6 promotes the delivery of services and the implementation of programs to assist individuals, households and families impacted by potential or actual incidents of state and local significance.

ESF #6 includes three primary functions:

1. Mass Care involves the coordination of non-medical mass care services to include sheltering of victims, organizing feeding operations, providing emergency first aid at designated sites, collecting and providing information on victims to family members, and coordinating bulk distribution of emergency relief items.
 - a. As a result of lessons-learned from Hurricane Katrina and the passage of the PETS Act, any Mass Care operation must include for the rescue, transportation,

- care, shelter, and essential needs of household pets and service animals.
2. Housing involves the provision of assistance for short- and long-term housing needs of victims.
 3. Human Services include providing victim-related recovery efforts such as counseling and identifying support for persons with special needs.

ALIGNMENT TO CORE CAPABILITIES

ESF #6 most directly supports the Core Capability: Mass Care Services in the Response Mission Area. This capability is to *“Provide life-sustaining and human services to the affected population, to include hydration, feeding, sheltering, temporary housing, evacuee support, reunification, and distribution of emergency supplies.”*

Additional Core Capabilities which impact ESF #6 include:

- Critical Transportation (Response Mission Area)
- Fatality Management Services (Response Mission Area)
- Mass Search and Rescue Operations (Response Mission Area)
- Public Health, Healthcare and Emergency Medical Services (Response Mission Area)
- Economic Recovery (Recovery Mission Area)
- Health and Social Services (Recovery Mission Area)
- Housing (Recovery Mission Area)

RELATIONSHIP TO WHOLE COMMUNITY

A basic premise of emergency management is that disaster response begins and ends at the community level. This is particularly true for the functions of ESF #6, as many disasters occur with little or no warning, thereby requiring that life-sustaining services be provided quickly to prevent additional suffering and loss of life. ESF #6 partner agencies and organizations rely on the whole community to meet the needs of disaster survivors.

Key elements of the whole community include individuals with disabilities and others with access and functional needs whose needs must be considered well in advance when preparing for disasters and emergencies, and who are important partners to support the delivery of core capabilities during incident response. People with disabilities and others with access and functional needs include individuals who do not read, have limited English proficiency, or are non-English speaking; people who have physical, sensory, behavioral, mental health, intellectual, developmental and cognitive disabilities; senior citizens with and without disabilities or other access and functional needs; children with and without disabilities or other access and functional needs and their parents and/or guardians; individuals who are economically or transportation-disadvantaged; women who are pregnant; individuals who have chronic medical conditions; and those with pharmacological dependency.

INDIVIDUALS/HOUSEHOLDS

Disaster response begins with individuals and households executing their personal disaster plans, which should include having sufficient food and water on hand; a plan for communication; pre-identified shelter locations; pre-identified evacuation routes; and a Go Kit that includes important documents, lists of medications, household pet or service animal vaccination records, and photo identification for all members of the household.

Individuals with disabilities or others with access and functional needs should implement their plan for accessible transportation and/or support resources, including service animals.

Households with animals should activate their plan for the evacuation, transportation, sheltering, and care of their animals.

ESF #7: Resource Support Annex

Primary Agency: Campbell County Emergency Management Agency

Coordinator: Campbell County Emergency Management Agency

Support Agencies: Campbell County Commissioners
Gillette Mayor and Council
Wright Mayor and Council
Campbell County Sheriff's Office
Gillette Police Department
Regional Response Team #1
Campbell County Fire Department
Campbell County Road and Bridge Department
City of Gillette Street Department
Northeast Wyoming Regional Airport
Campbell County Public Health
Campbell County Assessor's Office
Campbell County, City of Gillette, Town of Wright Animal Control
Campbell County Public Works
City of Gillette Public Works\Engineering
Town of Wright Public Works\Engineering
American Red Cross
City of Gillette Electrical Department
University of Wyoming Extension Office
Public information Officers
City\County IT Departments

Purpose

Emergency Support Function (ESF) #7 facilitates logistical and resource support (other than funds) to local emergency recovery efforts, including personnel, equipment, supplies, and similar items not included in other ESFs.

Scope

ESF #7 provides resource support to local government, consisting of facility space, office equipment and supplies, telecommunications, emergency relief supplies, personnel, transportation services (equipment, personnel, supplies), contracting services, and logistical support.

ALIGNMENT TO CORE CAPABILITIES

ESF #7 most directly supports the core capability of Logistics and Supply Chain Management in the Response Mission Area.

This capability is to *“Deliver essential commodities, equipment, and services in support of impacted communities and survivors, to include emergency power and fuel support, as well as the coordination of access to community staples. Synchronize logistics capabilities and enable the restoration of impacted supply chains.”*

Additional Core Capabilities which impact ESF #7 include:

- Planning (All Mission Areas)
- Public Information and Warning (All Mission Areas)
- Operational Coordination (All Mission Areas)
- Cybersecurity (Protection Mission Area)
- Supply Chain Integrity and Security (Protection Mission Area)
- Community Resilience (Mitigation Mission Area)
- Infrastructure Systems (Response and Recovery Mission Areas)
- Critical Transportation (Response Mission Area)
- Mass Care Services (Response Mission Area)
- Situational Assessment (Response Mission Area)
- Operational Communications (Response Mission Area)
- Economic Recovery (Recovery Mission Area)
- Health and Social Services (Recovery Mission Area)

Responsibilities

- Coordinate and support resources consisting of emergency relief supplies, facility space, office equipment, office supplies, telecommunications, or other resources to support immediate response activities.
- Coordinate and support other resources for items not identified in other ESFs.
- Refer media and general public information requests to ESF #15 for response.

ESF #8: Public Health and Medical Services Annex

Coordinator: Campbell County Public Health

Primary Agency: Campbell County Public Health

Support Agencies: Campbell County Commissioners
Emergency Management
Public information Officers

I. Purpose and Scope

A. Purpose

The purpose of ESF 8 is to provide health and medical coordination in support of emergency events in Campbell County, the City of Gillette and Town of Wright. It can provide the mechanism for personnel and resources to support prevention, preparedness, protection, response, recovery and mitigation in support of the primary emergency management objectives.

B. Scope

1. ESF 8 is a functional annex to *the Campbell County, the City of Gillette and Town of Wright Joint EOP* and this Annex describes the actions required to coordinate public health and medical services during a disaster. It addresses.
 - a. Local Health Department notification, coordination and response
 - b. Emergency Medical Services (EMS) activities
 - c. Coordination among community hospital partners
 - d. Mass fatality partnerships in planning
 - e. Community planning with other health care providers
 - f. Behavioral health (mental health) activities
2. Most of the agencies involved in public health and medical services activities have existing emergency plans and procedures. The ESF 8 Annex is not designed to take the place of these plans rather it is designed to complement, support and reference existing plans and procedures.

3. The ESF 8 Annex supports health and medical response during a biological incident within the community.
4. For this document, public health and medical services include: medical needs associated with behavioral health needs of victims and responders, medical needs of "at risk" populations, and environmental health concerns associated with activities outlined in other portions of *the Campbell County, the City of Gillette and Town of Wright Joint EOP*.

ALIGNMENT TO CORE CAPABILITIES

ESF #8 most directly supports the core capability of Public Health, Healthcare and Emergency Medical Services in the Response Mission Area.

This capability is to *"Provide lifesaving medical treatment via Emergency Medical Services and related operations and avoid additional disease and injury by providing targeted public health, medical, and behavioral health support, and products to all affected populations."*

Additional Core Capabilities which impact ESF #8 include:

- Planning (All Mission Areas)
- Public Information and Warning (All Mission Areas)
- Operational Coordination (All Mission Areas)
- Cybersecurity (Protection Mission Area)
- Supply Chain Integrity and Security (Protection Mission Area)
- Community Resilience (Mitigation Mission Area)
- Infrastructure Systems (Response and Recovery Mission Areas)
- Critical Transportation (Response Mission Area)
- Environmental Response/Health and Safety (Response Mission Area)
- Fatalities Management (Response Mission Area)
- Logistics and Supply Chain Management (Response Mission Area)
- Mass Care Services (Response Mission Area)
- Operational Communications (Response Mission Area)
- Health and Social Services (Recovery Mission Area)

II. Concept of Operations

A. General

1. Operational Overview
 - a. ESF 8 is organized to be consistent with the requirements of the National Response Framework, the National Incident Management System, and the Incident Command System (ICS). This structure and system support incident assessment, planning, procurement, deployment, and coordination and support operations to Campbell County, the City of Gillette and Town of Wright to provide a timely and appropriate response to an emergency or situation.

- b. Procedures, protocols and plans for disaster response activities are developed to govern staff operations at the Campbell County Emergency Response Coordination Center (ERCC) and in the field. These are in the form of Emergency Operations Plan (i.e., Base Plan) and corresponding appendices, annexes and standard operating guidelines, which describe capabilities. Periodic training and exercises are also conducted to enhance effectiveness.
- c. In a large event requiring local or State mutual aid assistance, this ESF will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of required assets.
- d. When an event is focused in scope to a specific type or response mode (i.e., hospital evacuation, biological threat, hazardous materials release, pandemic disease or radiological event) technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency with skills pertinent to the type of event, who will advise and/or direct operations within the context of the ICS structure.
- e. Throughout the response and recovery periods, Campbell County Emergency Response Coordination Center (ERCC) will evaluate and analyze information regarding medical, health and public health assistance requests for response, develop and update assessments of medical and public health status in the impact area and do contingency planning to meet anticipated demands.
- f. If additional support is necessary, the Campbell County Emergency Response Coordination Center (ERCC) will contact the supporting agencies and other EM's to request applicable support activities.

2. Continuity of Operations

- a. Continuity of Operations establishes policies and guidance to ensure the essential business functions of the healthcare system in the community are continued if a manmade, natural or technological emergency disrupts or threatens to disrupt normal business operations. The community hospital and county health department have established a Continuity of Operations Plan (COOP).
- b. Reconstitution is the process by which surviving and/or replacement health and medical personnel resume normal operations at the original or replacement facility. There are three tasks associated with reconstitution: transitioning, coordinating and planning, and outlining the procedures. The decision to reconstitute will be made by the Incident Commander and as outlined in internal plans. Operations may be resumed in phases with the essential functions being priority followed by other functions as resources and personnel allow.

3. Medical Surge

- a. In the event of a disaster, it is necessary to use surge capacity to provide emergency care and appropriate definitive management of patients. Bed counts alone do not determine surge capacity or the ability to care for patients. The hospital has internal policies, plans and procedures for patient surge within their facilities, including requesting medical material and pharmaceuticals and coordinating mass fatality.
- b. ESF 8 will maintain awareness of the availability of beds at hospitals within their jurisdiction and surrounding counties. Campbell County Health will be requested to update their bed availability at the time of a disaster or large-scale emergency and update the bed status as requested to assist with planning of patient transfers.
- c. The health and medical community have a decontamination plan and access to necessary equipment. The health and medical community also have trained individuals who can assist and perform decontamination activities for patients arriving from the scene of emergencies and disasters.
- d. Health and medical entities have processes and policies for medical surge capabilities, these internal plans provide details with internal patient tracking procedures. Patients seen as a result of an emergency will be tracked utilizing these procedures. The numbers of patients seen, disposition and status of these patients will be coordinated throughout the day by ESF 8. HIPAA regulations will be followed when reporting patient information. All participating health and medical organizations will assist in determining the health and medical impact of the emergency on the community.
- e. Health and medical entities protect the privacy of individually identifiable health information. ESF 8 follows standards to protect information and will utilize internal policies for reunification of patients with family. Staff will coordinate efforts, when possible, to gather missing persons information from participating health and medical partners and response organizations to cross reference with data received from ESF 6 – Mass Care, Housing, and Human Services. If staff recognize a patient identified as missing on the American Red Cross's Safe and Well or another missing person data system provided by another mass care, housing, and human service agency, staff will verify to the extent possible the validity of their reunification need and, if acceptable, provide the current location of the patient to the requesting family member.
- f. In the event individuals need additional transportation to health and medical facilities, ESF 8 will coordinate with ESF 1 - Transportation.

- g. During a large-scale emergency, the emergency room, treatment centers, and other medical facilities across the community may see an influx in patients. An Alternate Care Site (ACS) is a community-based location that may provide additional treatment area(s) with a minimum specific level of care for patients. An ACS may be established at sites where no medical care is usually provided or at medical facilities where the usual scope of medical services does not normally include large-scale urgent care or traditional inpatient services. If an ACS is needed to respond for managing a disaster that creates a surge of patients beyond community capabilities, Campbell County Public Health and Campbell County Health (hospital) will consider options for ACS to care for ill patients who would otherwise seek care at hospitals and community health centers.
- h. Through preparedness planning the community has developed regional relationships within the health and medical sector. This provides additional access to medical surge supply trailers, field hospital trailers, health and medical supplies, and specialized equipment which may be necessary for response. The ESF 8 coordinator will follow standard procedures for requests in the event these assets are needed to support operations and improve the health delivery during an emergency.

4. Epidemiology and Surveillance

- a. The Campbell County Health Department is responsible for conducting disease surveillance and investigation within Campbell County and the Wyoming Department of Health maintains access to an electronic disease tracking and surveillance system.
- b. The Campbell County Health Department conducts disease surveillance and investigation activities in partnership with the local hospital, physician's offices, clinics, schools and pharmacies to maintain an overall assessment of disease outbreaks or clusters within the county. These activities also provide a reporting avenue from these organizations to the Campbell County Health Department to identify and contain disease outbreaks. The Campbell County Health Department also works with neighboring counties and state assistance in disease surveillance and investigation as part of a coordinated statewide public health system.
- c. Campbell County Emergency Management Agency has identified vulnerabilities within the community. In the event of a radiological emergency, Community Reception Center (CRC) guidance is available to assist local jurisdictions with this process and would be used as guidance for population monitoring of county residents should a radiological emergency be declared. At the CRC, citizens will be asked to provide information regarding their location and possible exposure to the radiological emergency. This will assist the Campbell County Health Department, Wyoming Department of Health and the Centers for Disease Control

and Prevention in providing appropriate surveillance and follow up after this type of emergency.

5. Fatalities Management

- a. The local jurisdictions recognize the need to organize local agencies and resources to plan for and respond to an incident resulting in catastrophic loss of life. Natural disasters frequently overwhelm local systems that care for the deceased. Consequently, the responsibility for the immediate response falls on local organizations and communities. Management of the dead requires coordination of body recovery, short and long-term storage, identification, burial arrangements, and support of victims and relatives.
- b. Campbell County Public Health will coordinate with county coroner, funeral directors, mortuary services, and coordinating group(s)/team(s) during an emergency to ensure required resources, assessment activities and the responsible agencies implement appropriate plans.
- c. Following an emergency, when requested, and in coordination with its partner organizations, Campbell County Public Health will assist or help identify resources to support the coroner, medical professionals and law enforcement agencies in:
 - i. Tracking and documenting of human remains and associated personal effects
 - ii. Reducing the hazard presented by chemically, biologically or radiologically contaminated human remains (when indicated and possible)
 - iii. Establishing temporary morgue facilities
 - iv. Determining the cause and manner of death. When the determination of the cause of a death is held to be in the public interest or a child under the age of 18 dies, the coroner or deputy coroner shall be notified. The coroner shall decide if an investigation shall take place
 - v. Collecting ante mortem data in a compassionate and culturally competent fashion from authorized individuals
 - vi. Performing postmortem data collection and documentation
 - vii. Identifying human remains using scientific means (e.g., dental, pathology, anthropology, fingerprints, and, as indicated, DNA samples.

- viii. Preparing, processing and returning human remains and personal effects to the authorized person(s) when possible
 - ix. Providing technical assistance and consultation on fatality management and mortuary affairs
 - x. Coordinating with behavioral health, social workers, counselors, and community mental health centers in support of victims and relatives
- d. During an event, first responders will follow appropriate policies, procedures and guideline to ensure safety precautions are appropriate and implemented.

6. Pre-Hospital Care

- a. The local jurisdictions promote local and regional coordination and cooperation in emergency pre-hospital care for mass casualty events. During an emergency, pre-hospital care may involve more than one jurisdiction, therefore ICS will be used to help standardize organizational structure and common terminology and to ensure a useful and flexible management system is practical for incidents involving multi-jurisdictional and multi-agency response, especially those in the field.
- b. Pre-arrival assessments will be conducted by Emergency Medical Services and notification procedures to dispatch, hospitals and other mutual aid partners will be activated.
- c. Triage procedures, ambulance diversion guidelines, EMS protocols and policies, pediatric guidelines, and other community and internal agency plans have been developed and may be implemented in response this type of emergency.
- d. Medical mutual aid may be necessary and implemented during a mass casualty or large-scale emergency.

7. Medical Countermeasure Dispensing

- a. The primary goal of the county's mass dispensing program is to provide lifesaving medical countermeasures to citizens and visitors of the jurisdictions in a timely manner in response to a health and medical emergency. This program is led by the Campbell County Health Department and includes many of the county's other departments, health and medical partner organizations and private companies. The Campbell County Health Department has developed a Mass Dispensing Standard Operating Guide (SOG) which will be used during an emergency as a guide for providing vaccines and pharmaceuticals at Point of Dispensing (POD) sites for the public.

8. Medical Material Distribution

- a. During a time of disaster state and federal medical material and pharmaceuticals may be available to the jurisdictions. To access these assets, a coordinated resource management and requesting process must be in place for participating agencies. This process promotes the full utilization of local medical equipment and supplies and exhaustion of services available locally. With the exhaustion or imminent exhaustion of these local supplies and services, Campbell County can make a request through Campbell County Emergency Management Agency to the State Emergency Response Coordination Center (SRCC) for fulfillment. Procedures for requesting medical materials can be found in the Campbell County Mass Dispensing SOG and Hospital EOP.
- b. Health and medical entities have processes in place for requesting medical countermeasures, including but not limited to the Strategic National Stockpile (SNS), CHEMPACK (nerve agent and organophosphate antidotes), and Chemical Event Shipping Supply Location (CESSL) program.

9. Non-Pharmaceutical Interventions

- a. In the case of large-scale outbreaks of naturally occurring diseases, like pandemic influenza, SARS, MERS, or artificially introduced biological agents in connection with bioterrorism, the Campbell County Health Officer may also issue advisories or recommendations for the closure of public buildings, events and activities. In partnership with local school districts, schools may also be dismissed to aid in disease containment measures. Schools also maintain pandemic health response plans in their existing EOPs.
- b. When necessary, the Campbell County Emergency Response Coordination Center (ERCC) will coordinate with ESF 13 – Public Safety to ensure the safety of public and community members related to isolation and quarantine.
- c. The hospital maintains an appropriate HVAC system which is an essential tool for the control of infection. The hospital has a negative pressure room and procedures to keep contaminants and pathogens from reaching surrounding areas within the hospital. These procedures are outlined in internal hospital policies and will be active as outlined in these policies to prevent cross-contaminations from room to room.

10. Responder Health and Safety

- a. Health and medical officials may be requested to provide information related to agents or diseases and appropriate measures to take to protect the health, medical and emergency services sector responders. Officials may be asked to serve as subject matter experts and information resources to make health and safety recommendations to incident management staff and safety officers.

- b. ESF 8 has or has access to personal protective equipment (PPE) to ensure the safety and health of first responders.
- c. There are counseling services available throughout the community for those victims and responders with behavioral health needs.

11. Volunteer Management

- a. Volunteer resources may be available through Wyoming Medical Reserve Corps (MRC) units, Community Emergency Response Teams (CERT), American Red Cross (ARC) and other community organizations active in disasters.

12. Behavioral Health

- a. ESF 8 will coordinate with behavioral health professionals and organizations within the county and with the State Coordinator to promote behavioral health response and recovery needs. The Coordinator will work with behavioral health, social workers, counselors, substance abuse professionals and community mental health centers. Behavioral health will also focus on the long-term recovery responses and facilitation of communicating appropriate and accurate information to allay public concerns.

13. Demobilization and Recovery

- a. When the Incident Commander has ordered demobilization, health and medical response entities will be notified. Each agency should consider their property and business impact for returning to normal facility operations.
 - i. As needs for personnel decrease, personnel should report to debriefing area or standard area of operations as directed by supervisor. Positions will deactivate in a phased manner as outlined by internal plans and policies.
 - ii. All equipment and supplies shall be returned or disposed of in compliance with recommendations from internal and/or external authorities and coordinated by supply unit leader and finance/administration section. Health and medical supplies and equipment should be repaired, repacked and replaced as needed.
 - iii. Any plans to salvage, restore and recover the impacted facility will initiate upon approval from applicable local, State, and Federal law enforcement and emergency service authorities.

B. Direction and Control

1. During a state of emergency, the local jurisdiction's health and medical response activities will be coordinated through the Campbell County Emergency Response Coordination Center (ERCC).
2. The Campbell County Emergency Manager or designee provides direction and control to include mission assignments, mutual aid, contracts for goods and services, and recovery and mitigation activities.
3. Under the Incident Command System structure, the Planning, Logistics, Finance/Administration, and Operations Section Coordinators and staff assist the commander in carrying out the overall mission. Resources for response are modular and scalable, depending on the type, size, scope and complexity of the emergency or disaster event.
4. A staffing directory is maintained by the Campbell County Public Health Department, which is responsible for ensuring contact information is accurate and ready for response.

C. Organization

1. County
 - a. During an actual or potential emergency or disaster, the primary agency will assign a liaison to Campbell County Emergency Response Coordination Center (ERCC) to fill the role of ESF 8 Coordinator. During an activation of the Campbell County Emergency Response Coordination Center (ERCC), support agency staff will work with the coordinating agency to provide support that will allow for an appropriate, coordinated and timely response.
 - b. During the response phase, the Coordinator will evaluate and analyze information regarding medical and public health assistance requests.
 - c. The Coordinator will develop and update assessments of medical and public health status in the impact area and do contingency planning to meet anticipated demands.
 - d. The Coordinator will partner with ESF 6 – Mass Care, Housing, and Human Services to support all individuals and organizations regarding mass care services, including sheltering that may be required to support disaster response and recovery operations in Campbell County, the City of Gillette and Town of Wright.

2. State of Wyoming

- a. The Wyoming Department of Health is the lead Coordinating agency for the State of Wyoming. The State provides supplemental assistance to local governments in identifying and meeting the public health and medical needs of victims of disasters and emergencies. The State concept of operations is outlined in the Wyoming Response Plan.

D. Alerts and Notifications

1. The Coordinator and/or Emergency Management will provide notification to primary and support agencies as outlined in internal call down procedures. The Coordinator will continue to update those agencies as the situation progresses and upon demobilization and recovery.

E. Actions

1. Actions carried out by ESF 8 are grouped into phases of emergency management: Preparedness, Response, Recovery and Mitigation. Each phase requires specific skills and knowledge to accomplish the tasks and requires significant cooperation and collaboration between all ESF 8 agencies and the intended recipients of service.

F. Special Tasks

1. Hazardous Materials:
 - a. Activate provisions for keeping responders and the public informed of the health risks created by a Haz-Mat release
 - b. Plan and take into consideration the special needs population for the following: mobility impairment, visual impairments, deaf or hard of hearing, cognitive disabilities and the mentally ill
 - c. Designate health and medical facilities that have capabilities to decontaminate and medically treat exposed persons and dispose of contaminated items (clothing, medical supplies, etc.)
 - d. Activate provisions for continued medical surveillance of personnel performing decontamination tasks, including radiological monitoring, if appropriate
 - e. Coordinate monitoring of water quality and sanitary conditions in the areas affected by the Haz-Mat release.
2. Flooding and Dam Failure:
 - a. Work with the Communications, Warning and Epidemiology Coordinators to keep people informed of the health and sanitary conditions created by floods.

Floodwaters may carry untreated sewage, dead animals, disinterred bodies, and hazardous materials.

- b. Coordinate teams to monitor water quality and sanitary conditions.
 - c. Relocate resources and equipment from the flood area that is needed to assure continuation of health and medical services.
3. Nuclear Attack:
- a. Work with Haz-Mat team to determine the radiation levels of exposed people.
 - b. Activate provisions for continued medical surveillance of persons performing essential tasks.
 - c. Designate facilities that have radiological capabilities to decontaminate and treat exposed people, and dispose of contaminated items (clothing, medical supplies, and other waste items).
4. Mass Casualties
- a. In the event of mass casualties in Campbell County, the City of Gillette or Town of Wright, local resources will be quickly overwhelmed. The Campbell County Emergency Response Coordination Center (ERCC) will notify the Wyoming Office of Homeland Security.
5. D.M.O.R.T. (Mortuary Services)
- a. In the event there is a disaster/emergency with multiple deaths, as request will be made to the state to notify the Disaster Mortuary Emergency Response Coordination Center (DMERCC). An activated DMORT will require the following:
 - i. Minimum of 10,000 square feet (prefer 18,000 square feet)
 - ii. Water/Sewer
 - iii. Bio-Hazard Equipment Containers
 - iv. Room for separate partitions
 - v. Area that is easy to secure (lock up money, etc.)
 - vi. Parking lots for rental cars
 - vii. Good access

III. Financial Management

- A. ESF 8 is responsible for coordinating with the local jurisdictions to manage expenses relevant to an event.
- B. During a response, each agency/department funds disaster operations from their current operating budget and are responsible for recording and tracking agency expenditures. If a federally declared disaster exists, each agency is responsible for seeking reimbursement in accordance with the formula has established by the Federal Emergency Management Agency via the FEMA/State Agreement.
- C. Expenditures by support entities will be documented by those entities and submitted directly to the Campbell County Commissioners, Gillette City Council, Wright Town Council or a designated Finance Section Chief as soon as possible.

IV. References and Authorities

REFERENCES

- 1. Comprehensive Preparedness Guidance (CPG) 101: November 2010

AUTHORITIES

- 1. 44 CFR Part 13 - Uniform Administrative Requirements for Grants and Cooperative Agreements.
- 2. 44 CFR Part 206 - Federal Disaster Assistance for Disasters Declared after November 23, 1988.

ESF #9: Search and Rescue Annex

Coordinator: Campbell County Sheriff's Office

**Primary Agency: Campbell County Sheriff's Office
Gillette Police Department**

**Support Agencies: Emergency Management
Regional Response Team #1
Campbell County Fire Department
Public information Officers**

Purpose

To provide support for search and rescue during an emergency.

Scope

Search and Rescue (SAR) coordinates and utilizes available resources and personnel in relieving distress, preserving life and removing survivors from the site of a disaster, emergency, or hazard, to safety in case of lost, stranded, entrapped or injured persons.

The goal of ESF #9 is to assist the Campbell County Sheriff, who is charged by state statute to conduct SAR operations, with the execution of this mandate.

Typically, the Campbell County Sheriff's Office is the lead entity for searches outside of the City of Gillette, while the Gillette Police Department takes the lead for searches inside the City Limits. Rescue of entrapped persons is typically led by the Campbell County Fire Department.

ALIGNMENT TO CORE CAPABILITIES

ESF #9 most directly supports the core capability of Mass Search and Rescue in the Response Mission Area.

This capability is to *"Deliver traditional and atypical search and rescue capabilities, including personnel, services, animals, and assets to survivors in need, with the goal of saving the greatest number of endangered lives in the shortest time possible."*

Additional Core Capabilities which impact ESF #9 include:

- Planning (All Mission Areas)
- Public Information and Warning (All Mission Areas)
- Operational Coordination (All Mission Areas)

- Operational Communications (Response Mission Area)
- Intelligence and Information Sharing (Prevention and Protection Mission Areas)
- Fatality Management Services (Response Mission Area)
- On-Scene Security, Protection and Law Enforcement (Response Mission Area)
- Public Health, Healthcare and Emergency Medical Services (Response Mission Area)
- Situational Assessment (Response Mission Area)

Responsibilities

- Coordinate and report damage assessment to ERCC.
- Coordinate and support search and rescue services for individuals and animals during an incident.
- Coordinate and support recovery services for individuals and animals during the post-incident.
- Refer media and general public information requests to ESF #15 for response.

ESF #10: Oil and Hazardous Materials Response Annex

Primary Agency: Campbell County Fire Department

Coordinator: Campbell County Fire Department

Support Agencies: Regional Emergency Response Team #1
Emergency Management
Campbell County Sheriff's Office
Gillette Police Department
Campbell County Road and Bridge Department
City of Gillette Street Department
Public information Officers

Purpose

Emergency Support Function (ESF) #10 provides support to the Campbell County Fire Department or RERT #1 in response to an actual or potential discharge and/or uncontrolled release of oil or hazardous materials.

Scope

ESF #10 provides for a coordinated response to actual or potential oil and hazardous materials incidents. ESF #10 includes the appropriate response and recovery actions to prepare for, prevent, minimize, or mitigate a threat to public health, welfare, or the environment caused by actual or potential oil and hazardous materials incidents. This includes certain chemical, biological, and radiological substances considered as weapons of mass destruction (WMD).

Appropriate response and recovery actions can include efforts to detect, identify, contain, clean up, or dispose of released oil and hazardous materials. Specific actions may include stabilizing the release through the use of berms, dikes, or impoundments; capping of contaminated soils or sludge; use of chemicals and other materials to contain or retard the spread of the release or to decontaminate or mitigate its effects; drainage controls; fences, warning signs, or other security or site-control precautions; removal of highly contaminated soils from drainage areas; removal of drums, barrels, tanks, or other bulk containers that contain oil or hazardous materials; and other measures as deemed necessary.

ALIGNMENT TO CORE CAPABILITIES

ESF #10 most directly supports the core capability of Environmental Response/Health and Safety in the Response Mission Area.

This capability is to *“Conduct appropriate measures to ensure the protection of the health and safety of the public and workers, as well as the environment, from all-hazards in support of responder operations and the affected communities.”*

Additional Core Capabilities which impact ESF #10 include:

- Operational Coordination (All Mission Areas)
- Threats and Hazards Identification (Mitigation Mission Area))
- Critical Transportation (Response Mission Area)
- Fire Management and Suppression (Response Mission Area)
- Fatality Management Services (Response Mission Area)
- Situational Assessment (Response Mission Area)
- Operational Communications (Response Mission Area)
- Public Health, Healthcare, and Emergency Medical Services (Response Mission Area)

Responsibilities

- Coordinate and report damage assessment due to oil or hazardous chemicals to the ERCC.
- Coordinate and support response to oil and hazardous materials incidents
- Coordinate and support response and recovery actions to prepare for, prevent, minimize, or mitigate a threat to public health, welfare or the environment.
- Provide response organizations, personnel, and resources that may be used to support the response actions.
- Provide response and recovery actions to detect, identify, contain, clean up, or dispose of hazardous materials (agriculture, business, and household products).
- Refer media and general public information requests to ESF #15 for response.

ESF #11: Agriculture and Natural Resources Annex

Primary Agency: UW Extension Service

Coordinator: UW Extension Service

Support Agencies: Emergency Management
Regional Response Team #1
Campbell County Fire Department
Campbell County Public Health
Campbell County Road and Bridge Department
City of Gillette Street Department
Public information Officers

Purpose

The Agriculture and Natural Resources function ensures an adequate and safe food supply; mitigates the loss of crops, livestock, and wildlife; and protects significant natural and cultural resources as well as historic properties.

Scope

ESF #11 includes four primary functions:

- Provision of food supply: Includes determining nutrition assistance needs, obtaining appropriate food supplies, arranging for delivery of the supplies, and authorizing disaster food stamps.
- Animal and plant disease and pest response: Include implementing an integrated Federal, State, and local response to an outbreak of a highly contagious or economically devastating animal/zoonotic disease, an outbreak of a highly infective exotic plant disease, or an economically devastating plant pest infestation. Ensures, in coordination with ESF #8 – Public Health and Medical Services, that animal/veterinary/ wildlife issues in natural disasters are supported.
- Assurance of the safety and security of the commercial food supply: Includes the inspection and verification of food safety aspects of slaughter and processing plants, products in distribution and retail sites, and import facilities at ports of entry; laboratory analysis of food samples; control of products suspected to be adulterated; plant closures; food borne disease surveillance; and field investigations.
- Protection of natural, cultural, and historic resources and properties: Includes appropriate response actions to conserve, rehabilitate, recover, and restore resources.

ALIGNMENT TO CORE CAPABILITIES

ESF #11 most directly supports the core capability of Economic Recovery in the Response Mission Area.

This capability is to *“Return economic and business activities (including food and agriculture) to a healthy state and develop new business and employment opportunities that result in an economically viable community.”*

Additional Core Capabilities which impact ESF #11 include:

- Planning (All Mission Areas)
- Operational Coordination (All Mission Areas)
- Supply Chain Integrity and Security (Protection Mission Area)
- Threats and Hazards Identification (Mitigation Mission Area))
- Critical Transportation (Response Mission Area)
- Community Resilience (Mitigation Mission Area)
- Long-Term Vulnerability Reduction (Mitigation Mission Area)
- Logistics and Supply Chain Management (Response Mission Area)

Responsibilities

- Coordinate and report agriculture or natural resource damage assessment to the ERCC.
- Coordinate and support animal and plant disease, and pest response.
- Coordinate and support safety and security of the commercial food supply.
- Coordinate and support the protection of natural resources, cultural resources, and historic properties.
- Aid in licensing
- **Consumer Health Services**
 - Teach Food Safety Education
 - Security (Contaminated Food Supply) Response
 - Food Transportation
 - Locating Available Food Resources
 - Equipment
 - Food Distribution
 - Assemble Field Staff for On-site Assistance
 - Aid in Identifying Hazardous food and Fit for Consumption
 - Inspection Services for Shelters and Feeding Sites
 - Can assist Public Health in Rodent and Pest Contamination
- Refer media and general public information requests to ESF #15 for response.

ESF #12: Energy Annex

Coordinator: City of Gillette Electrical Department

Primary Agency: City of Gillette Electrical Department

Support Agencies: Campbell County Commissioners
Gillette Mayor and Council
Wright Mayor and Council
Emergency Management
Campbell County Sheriff's Office
Gillette Police Department
Regional Response Team #1
Campbell County Fire Department
Campbell County Road and Bridge Department
City of Gillette Street Department
Northeast Wyoming Regional Airport
Campbell County Public Health
Campbell County Assessor's Office
Campbell County, City of Gillette, Town of Wright Animal Control
Campbell County Public Works
City of Gillette Public Works\Engineering
Town of Wright Public Works\Engineering
American Red Cross
University of Wyoming Extension Office
Public information Officers
City\County IT Departments

Purpose

The Energy Support Function is intended to restore damaged energy systems and components after a disaster. In addition, it guides the restoration of energy supply.

Scope

The function leads to the collection, evaluation, and sharing of information on energy system damage and estimations on the impact of energy system outages within affected areas. The term "energy" includes producing, refining, transporting, generating, transmitting, conserving, building, distributing, and maintaining energy systems and system components. Additionally, ESF #12 provides information concerning the energy restoration process such as projected schedules, percent completion of restoration, geographic information on the restoration, and other information as appropriate.

ALIGNMENT TO CORE CAPABILITIES

ESF #12 most directly supports the core capability of Logistics and Supply Chain Management in the Response Mission Area.

This capability is to *“Deliver essential commodities, equipment, and services in support of impacted communities and survivors, to include emergency power and fuel support, as well as the coordination of access to community staples. Synchronize logistics capabilities and enable the restoration of impacted supply chains.”*

Additional Core Capabilities which impact ESF #12 include:

- Planning (All Mission Areas)
- Operational Coordination (All Mission Areas)
- Supply Chain Integrity and Security (Protection Mission Area)
- Threats and Hazards Identification (Mitigation Mission Area))
- Critical Transportation (Response Mission Area)
- Community Resilience (Mitigation Mission Area)
- Cybersecurity (Protection Mission Area)
- Long-Term Vulnerability Reduction (Mitigation Mission Area)
- Community Resilience (Mitigation Mission Area)
- Mass Care Services (Response Mission Area)
- Operational Communications (Response Mission Area)
- Infrastructure Systems (Response and Recovery Mission Areas)
- Economic Recovery (Recovery Mission Area)
- Housing (Recovery Mission Area)

Responsibilities

- Coordinate and report energy damage assessment to the ERCC.
- Coordinate and support the collection, evaluation, and sharing of information on energy system damage and the impact of energy system outages.
- Coordinate and support the energy restoration process.
- Refer media and general public information requests to ESF #15 for response.

ESF #13: Public Safety and Security Annex

Coordinator: **Campbell County Sheriff's Office**
 Gillette Police Department

Primary Agency: **Campbell County Sheriff's Office**
 Gillette Police Department

Support Agencies: **Emergency Management**
 Regional Emergency Response Team #1
 Campbell County Fire Department
 City\County Public Information Officers
 City\County ITS Departments

Purpose

The Public Safety and Security function integrates the local jurisdiction's public safety, security capabilities, and resources to support the full range of incident management activities.

Scope

ESF #13 provides a mechanism for coordinating and providing support to County and local authorities to include non-investigative / non-criminal law enforcement, public safety, security capabilities, and resources during incidents. ESF #13 capabilities support incident management requirements including force and critical infrastructure protection, security planning, technical assistance, technology support, and public safety in both pre-incident and post-incident situations. ESF #13 generally is activated in situations requiring extensive assistance to provide public safety and security and where local government resources are overwhelmed or are inadequate

ALIGNMENT TO CORE CAPABILITIES

ESF #13 most directly supports the core capability of On-Scene Security, Protection and Law Enforcement in the Response Mission Area.

This capability is to *"Ensure a safe and secure environment through law enforcement and related security and protection operations for people and communities located within affected areas and also for response personnel engaged in lifesaving and life-sustaining operations."*

Additional Core Capabilities which impact ESF #13 include:

- Planning (All Mission Areas)
- Operational Coordination (All Mission Areas)
- Intelligence and Information Sharing (Prevention and Protection Mission Areas)
- Interdiction and Disruption (Prevention Mission Area)
- Screening, Search and Detection (Prevention and Protection Mission Areas)
- Forensics and Attribution (Prevention Mission Area)

- Access Control and Identity Verification (Protection Mission Area)
- Cybersecurity (Protection Mission Area)
- Physical Protective Measures (Protection Mission Area)
- Risk Management for Protection Programs and Activities (Protection Mission Area)
- Supply Chain Integrity and Security (Protection Mission Area)
- Threats and Hazards Identification (Mitigation Mission Area)
- Environmental Response/Health and Safety (Response Mission Area)
- Fatality Management Services (Response Mission Area)
- Critical Transportation (Response Mission Area)
- Cybersecurity (Protection Mission Area)
- Long-Term Vulnerability Reduction (Mitigation Mission Area)
- Mass Search and Rescue Services (Response Mission Area)
- Operational Communications (Response Mission Area)
- Situational Assessment (Response Mission Area)
- Infrastructure Systems (Response and Recovery Mission Areas)
- Economic Recovery (Recovery Mission Area)
- Housing (Recovery Mission Area)

Responsibilities

- Coordinate and report any public safety or security damage assessment to the ERCC.
- Coordinate and support communications for first responders, and incident response personnel.
- Coordinate and support public safety.
- Coordinate and support public security.
- Coordinate and support critical infrastructure protection.
- Refer media and general public information requests to ESF #15 for response.

ESF #14: Long-Term Community Recovery and Mitigation Annex

Coordinator: Campbell County Emergency Management Agency

Primary Agency: Campbell County Emergency Management Agency

Support Agencies: Campbell County Commissioners
Gillette Mayor and Council
Wright Mayor and Council
Emergency Management
Campbell County Sheriff's Office
Gillette Police Department
Regional Response Team #1
Campbell County Fire Department
Campbell County Road and Bridge Department
City of Gillette Street Department
Northeast Wyoming Regional Airport
Campbell County Public Health
Campbell County Assessor's Office
Campbell County, City of Gillette, Town of Wright Animal Control
Campbell County Public Works
City of Gillette Public Works\Engineering
Town of Wright Public Works\Engineering
American Red Cross
City of Gillette's Electrical Department
University of Wyoming Extension Office
Public information Officers
City\County IT Departments

Purpose

The Long-Term Community Recovery and Mitigation Function provides a framework for County and Local Government, nongovernmental organizations (NGOs), and the private sector designed to enable community recovery from the long-term consequences of a significant incident.

Scope

The policies and concepts in this annex apply to appropriate County and local government departments and agencies following an incident that affects the long-term recovery of a community.

Based on an assessment of incident impacts, ESF #14 support may vary depending on the magnitude and type of incident and the potential for long-term and severe consequences. ESF

#14 will most likely be activated for large-scale or catastrophic incidents that require at a minimum State assistance to address significant long-term impacts in the affected area (e.g., housing impact, businesses and employment, community infrastructure, and social services).

ALIGNMENT TO CORE CAPABILITIES

ESF #14 most directly supports the core capability of Economic Recovery in the Recovery Mission Area.

This capability is to *“Return economic and business activities (including food and agriculture) to a healthy state and develop new business and employment opportunities that result in an economically viable community.”*

Additional Core Capabilities which impact ESF #14 include:

- Planning (All Mission Areas)
- Operational Coordination (All Mission Areas)
- Supply Chain Integrity and Security (Protection Mission Area)
- Threats and Hazards Identification (Mitigation Mission Area)
- Critical Transportation (Response Mission Area)
- Community Resilience (Mitigation Mission Area)
- Long-Term Vulnerability Reduction (Mitigation Mission Area)
- Logistics and Supply Chain Management (Response Mission Area)
- Infrastructure Systems (Response and Recovery Mission Areas)
- Economic Recovery (Recovery Mission Area)
- Housing (Recovery Mission Area)

Responsibilities

- Lead planning efforts for recovery plans and policies.
- Coordinate the transition from incident response to recovery activities.
- Coordinate and support community recovery plans and policies.
- Coordinates public information with the PIO.
- Assess the social and economic impact of the incident.
- Identify gaps in resources to complete the recovery plans.
- Coordinate and support the reduction, or elimination, of risks.
- Refer media and general public information requests to ESF #15 for response.

ESF #15: External Affairs Annex

Coordinator: Campbell County Public Information Officer

Primary Agency: Public Information
Campbell County Public Information Office
City of Gillette Public information Office
Campbell County Health Public Information Office

Warning
Campbell County Emergency Management Agency

Support Agencies: All Agencies
The National Weather Service
Private Sector PIO's

PURPOSE

External Affairs ensures accurate, coordinated, and timely information is provided to affected audiences, including governments, media, the private sector, and the local populace. This includes children; those with disabilities and others with access and functional needs.; and individuals with limited English proficiency.

The purpose of **Public Information and the Joint Information Center (JIC)** is to:

- Provide a single point of information for the release of timely, consistent information on the status of emergency operations
- Coordinate the release of public information from all responding agencies
- Quickly relay critical and potentially lifesaving information to those at risk
- Make credible and consistent information available to citizens
- Provide ongoing and useful information regarding recovery activities
- Ensure a system is in place to provide information and guidance to elected and appointed officials

Public Warning is a function within External Affairs and provides urgent and potentially life-saving information to all sectors. It is the highest and most specific of three levels of information dissemination or notifications made to the public concerning hazards.

- The lowest and broadest is often called a watch, and usually is a notification concerning a threat or hazard which may impact a geographical region and is released well in advance of its projected time of occurrence.
- One step above the watch is an advisory, which advise of pending or approaching

threats or hazards which don't necessarily place property or lives at risk if correct precautions are followed.

- Warnings address a specific geographic region or location, the event may be occurring or is most likely to occur, often presenting a life hazard or threat or defined expected impacts and/or outcomes even if protective measures are taken.

SCOPE

ESF #15 is a provisional planning document to provide guidance to agencies and ESF partners to ensure there is a coordinated release of all public information during emergency events. This planning is governed by the principles of all-hazards planning and is not limited by the nature of any emergency or disaster event. This allows flexibility to respond with equal effectiveness to all events, hazards, emergencies and disasters or other events that affect the public and the recovery of essential services within our jurisdictions.

One construct within NIMS and the Incident Command System (ICS) which is typically utilized to ensure coordination of public information is the use of a Joint Information System (JIS) and/or a Joint Information Center (JIC).

ALIGNMENT WITH CORE CAPABILITIES

ESF #15 most directly supports the Core Capability: Public Information and Warning. This capability is to *“Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.”*

ESF #15 impacts all other Core Capabilities and Mission Areas.

RESPONSIBILITIES

Preparedness Activities

Primary Agencies

1. Establish the framework and operational procedures for collaboratively developing, disseminating, monitoring and evaluating emergency public information through all phases of emergency response and disaster recovery. Such procedures should address communicating with limited English proficient (LEP) populations.
2. Identify and prepare public information resource materials for use in an emergency response or disaster recovery operations. Resource materials include pre-scripted instructions and information translated into most frequently spoken non-English

languages, and list of non-English and ethnic media and other contacts for LEP communities.

3. Work to identify and train appropriate staff to implement the external affairs responsibilities outlined in this ESF.
4. Participate in training and exercise programs to test messaging and operating procedures for the local EOC, the JIS and JIC.

Support Agencies

1. Prepare and coordinate public information resource materials specific to the organization, its programs and subject matter expertise to use during emergency response and disaster recovery operations. Resource materials should include pre-scripted instructions and information translated into most frequently spoken non-English languages, if needed.
2. Assist with the emergency public information/communications component of their agency's continuity of operations planning.
3. Identify appropriate staff to become part of a team responsible for implementing the external affairs responsibilities outlined in this ESF. These staff should train and participate in exercises established by local/state response agencies to become familiar with plans, operating procedures and systems used during emergency and disaster response and recovery activities.

Response Activities

1. Provide accurate, coordinated, and timely information to affected audiences during incidents requiring a coordinated response.
2. Provide communications (messaging) support and advice to the leaders during an incident.
3. Conduct communications (messaging) planning.
4. Coordinate messages with local, state, and Federal entities as well as the private sector.
5. Gather information on the incident.
6. Provide incident-related information through the media and other sources in accessible formats and, as appropriate, multiple languages to individuals, households, businesses, and industries directly or indirectly affected by the incident, including those with disabilities and others with access and functional needs or Limited English Proficiency (LEP).

7. Monitor news coverage to ensure that accurate information is disseminated.
8. Disseminate incident information to the news media and alternative platforms such as websites and social networking to ensure wide delivery of life-saving information.
9. Maximize the use of video and digital imagery to communicate during incidents.
10. Handle appropriate special projects, such as news conferences and press operations, for incident area tours by government officials and dignitaries.
11. Provide basic services, such as communications and supplies, to assist the news media in disseminating information to the public.
12. Oversee media relations.
13. Ensure effective communication of incident information to individuals with disabilities and others with access and functional needs or LEP using appropriate auxiliary aids and services, such as sign language and other interpreters; captioning of audio and visual materials; and accessible website communications.
14. Inform local, state and federal elected and appointed officials as appropriate on response efforts and recovery programs.
15. Support situational awareness by engaging the private sector in information sharing efforts.
16. Maintain files and documentation of ESF activities.

Joint Information Center (JIC)

Serves as a central point for coordination of incident information, public affairs activities, and media access to information regarding the latest developments.

- **Incident JIC:** The physical location where all public affairs professionals involved in the response work together to provide critical emergency information, media response, and public affairs functions.
- **Virtual JIC:** The technological means (i.e., secure or non-secure) that link all participants when geographical restrictions, incident management requirements, and other limitations preclude physical attendance by public affairs leadership at a central location.
- **Satellite JIC:** A forward-deployed component of an incident JIC.

Warning and Notifications

ESF #15 provides authenticated alert messaging from emergency officials to the public via radio and television through:

- The Emergency Alert System (EAS)
- The Integrated Public Alert and Warning System (IPAWS)
- The Wireless Emergency Alerts (WEA)
- Weather Radio (NWR)
 - Civil Emergency Messages
 - HazCollect System
- Everbridge®
 - Automated Telephone Messaging
 - E-Mail Messages
 - Text Messaging
- The Public Warning Siren System

Recovery Activities

All Agencies

1. Deploy appropriate external affairs resources as needed to support recovery operations.
2. Support the recovery-related communication needs of the incident and recovery program managers.
3. Continue to coordinate joint management efforts through the EOC or JIC, as needed. Also, coordinate external affairs activities with the Incident Commander and appropriate responding local, state, federal or any other organizations.
4. Provide accurate and timely recovery-related information to the public and other audiences through the news and social media platforms, as well as other means appropriate (such as boards and/or posters posted in locations frequented by the public.) This includes translated recovery-related information to ensure continued communications with LEP populations through recovery missions.
5. Continue to monitor news and social media platforms for situational awareness and prepare communications to address or correct rumors and misinformation, if necessary.
6. Continue to contribute to the IAP, situational reports and to the operational planning process as needed.
7. Provide public information regarding recovery activities to external affairs liaisons or local jurisdictions, as necessary or requested.
8. Oversee demobilization of ESF 15 resources, as necessary

XIV. Public Information Guidance Annex

A. Introduction

FEMA has developed this guidance in coordination with Federal, state, local, tribal, territorial, private sector, and nonprofit Public Information Officers (PIO). This publication provides operational practices to help PIOs perform their duties within the National Incident Management System (NIMS) Command and Coordination structures.

Before, during, and after an incident, coordinated and timely communication to the public is critical. Effective communication can save lives and property and can promote credibility and public trust. PIOs are key members of Incident Command System (ICS) and Emergency Operations Center (EOC) or Emergency Response Coordination Center (ERCC) organizations, and they work closely with officials who are part of Multiagency Coordination Groups (MAC Groups). PIOs advise the Incident Commander (IC), Unified Command, and EOC or ERCC directors on public information relating to incident management.

PIOs also handle the following:

- Inquiries from the media, the public, and elected officials
- Public information and warnings
- Rumor monitoring and response
- Media relations
- Digital communications
- Multimedia content
- Other functions necessary to gather, verify, coordinate, and disseminate accurate, accessible, and timely information (information on public health, safety, and protection of private property is particularly important)
- Monitoring media and other sources of public information and transmitting relevant information to appropriate personnel at the incident site, in an EOC/ERCC, or in a MAC Group

This document also discusses actions related to preparedness, incident response, Joint Information Systems (JIS), Joint Information Centers (JIC), incident recovery, and Federal public information support.

This Basic Guidance for Public Information Officers provides fundamentals for any person or group with PIO responsibilities. The material is adaptable to individual jurisdictions and specific incident conditions. This guide is not a substitute for initial and ongoing PIO training. Basic and advanced PIO training is available through many state emergency management departments and FEMA.

B. NIMS Overview

Communities across the nation experience a diverse range of threats, hazards, and events. The size, frequency, complexity, and scope of these incidents vary, but all involve an array of personnel and organizations coordinating efforts to save lives, stabilize the incident, and protect property and the environment.

Every day, jurisdictions and organizations work together to share resources, integrate tactics, and act collaboratively. Whether these organizations are in proximity or across the country, their success depends on a common, interoperable approach to sharing resources, coordinating and managing incidents, and communicating information. NIMS defines this comprehensive approach.

NIMS guides people and organizations in all levels of government, Nongovernmental Organizations (NGO), and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from incidents. The system gives stakeholders across the whole community the shared vocabulary, structures, and processes to successfully deliver the capabilities described in the National Preparedness System (NPS). NIMS defines the operational systems—including the ICS, ERCC structures, and MAC Groups—that guide how personnel work together during incidents. NIMS applies to all incidents, from planned events to traffic accidents to major disasters

C. Command and Coordination

NIMS describes Command and Coordination systems, principles, and structures that provide a standard, national framework for incident management. Regardless of the size, complexity, or scope of an incident, effective command and coordination—using standard, flexible processes and systems—helps save lives and stabilize the situation. NIMS Command and Coordination consists of four areas of responsibility:

1. Tactical activities to apply resources on the scene
2. Incident support, typically conducted at ERCCs, through operational and strategic coordination, resource acquisition, and information gathering, analysis, and sharing
3. Policy guidance and senior-level decision-making
4. Outreach and communication to keep the media and public informed about the incident

At all levels of incident management, public information personnel are responsible for gathering, analyzing, and proactively disseminating information to ensure accurate, timely updates on the incident or event. See Table 1 for a summary of PIO functions.

Table 1: Summary of PIO Functions

Major ICS Position	Primary Functions
Public Information Officer (PIO)	• Proactively develop accurate, accessible, and timely information for use in press/media briefings or for dissemination via the web and social media • Monitor information from traditional media, the web, and social media that is relevant to incident planning and forward it as appropriate • Understand, and advise incident command on, any necessary limits on information release • Obtain the IC's approval of public materials • Conduct and prepare officials for media briefings • Arrange for tours, community outreach events, and other interviews or briefings • Make information about the incident available to incident personnel • Participate in planning meetings • Identify and implement rumor control methods

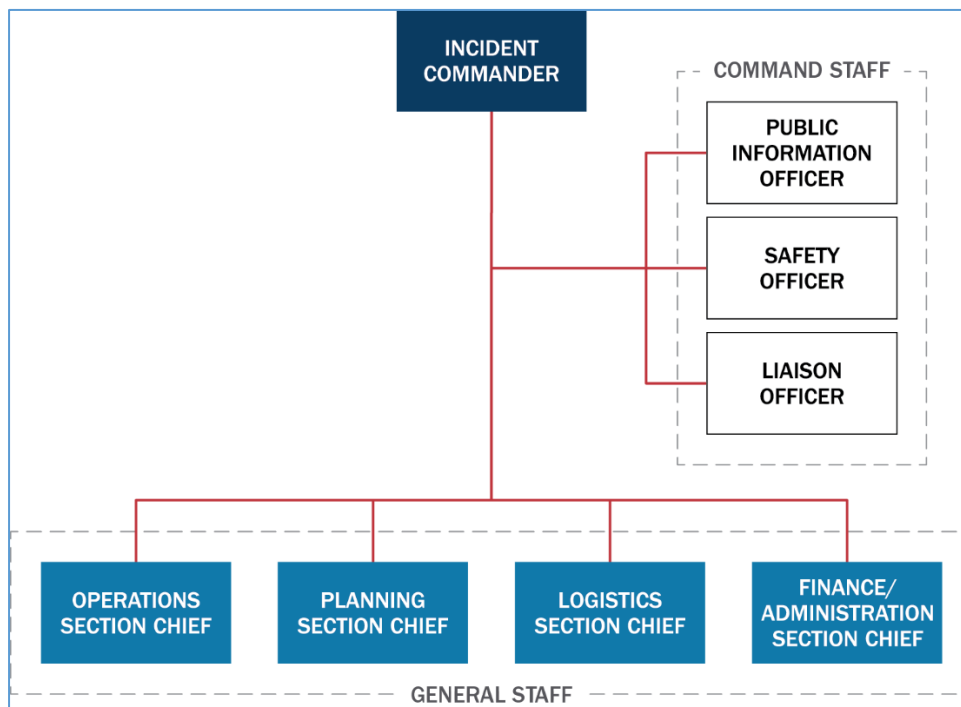
Incident Command System (ICS)

The ICS provides a standardized approach to incident management that enables effective and efficient management by integrating facilities, equipment, personnel, procedures, and communications into a common organizational structure. ICS applies to a variety of incidents, organizations, and government entities at all levels.

The PIO interfaces with the public, media, various agencies, and the private sector to meet incident-related information needs. The PIO gathers, verifies, coordinates, and disseminates accessible, meaningful, and timely information about the incident for internal and external audiences. The PIO also monitors the media and other sources of public information to collect incident-related information and transmits this information to the appropriate representatives in the incident management organization. Figure 1 illustrates the PIO's role in an ICS.

In incidents that involve PIOs from different agencies, the IC or Unified Command designates one person as the lead PIO. All PIOs work in a unified manner, speaking with one voice and ensuring consistent messaging. The IC or the lead PIO approves the release of incident-related information. In incidents involving multiple agencies, leadership may establish a JIC. The PIO participates in or leads the JIC.

Figure 1: Example of the PIO's Role in an ICS Organization



1. Emergency Response Coordination Centers (ERCCs)

For jurisdictions and organizations across the nation, an ERCC forms an important element of their emergency management program. An ERCC is a location where staff from multiple agencies come together to address imminent threats and hazards, and to provide coordinated support to incident command, on-scene personnel, and other ERCCs. ERCCs may be fixed locations, temporary facilities, or virtual structures with remote staff. (ERCCs were previously referred to as EOC's, Emergency Operations Centers)

Primary functions of staff in an ERCC, whether virtual or physical, include:

- Collecting, analyzing, and sharing information
- Supporting resource needs and requests, including allocation and tracking
- Coordinating plans and determining current and future needs
- In some cases, providing coordination and policy direction

ERCCs are great places for PIOs to gather multidisciplinary situational awareness and coordinate information across multiple disciplines.

2. Multiagency Coordination Group

MAC Groups, sometimes called Policy Groups, are part of the off-site incident management structure of NIMS. A MAC Group consist of representatives from stakeholder agencies and organizations. They are organized to make cooperative multiagency decisions and

communicate current, accurate information to the public. MAC Groups act as policy-level bodies during incidents, supporting resource prioritization and allocation, and enabling decision-making among elected officials, appointed officials, and incident managers such as the IC.

Regardless of which organizations represent a MAC Group, ERCC teams receive guidance from elected or appointed officials such as governors, tribal leaders, mayors, and city managers. These leaders may be present in the ERCC, but they usually provide guidance from elsewhere, either as part of a formal Policy Group or individually. They typically make decisions regarding priorities and on issues such as emergency declarations, large-scale evacuations, access to extraordinary emergency funding, waivers to ordinances, regulations and other legal issues, and adjudication of scarce resources.

3. Joint Information System (JIS)

Dissemination of timely, accurate, accessible, and actionable information to the public is important at all phases of incident management. Many agencies and organizations at all levels of government develop and share public information. Jurisdictions and organizations coordinate and integrate communication efforts to ensure that the public receives a consistent, comprehensive message.

The JIS consists of the processes, procedures, and tools that facilitate communication to the public, incident personnel, the media, and other stakeholders (people or groups that have an interest in or could benefit from a PIO's work). The JIS integrates incident information and public affairs into a cohesive organization to provide complete, coordinated information before, during, and after an incident. The JIS mission is to provide a structure and system to help PIOs complete the following tasks:

- Develop and deliver coordinated interagency messages
- Develop, recommend, and execute public information plans and strategies on behalf of the IC, Unified Command, ERCC director, and MAC Group
- Advise the IC, Unified Command, MAC Group, and ERCC director concerning public affairs issues that could affect the incident management effort
- Address and manage rumors and inaccurate information that could undermine public confidence

A JIS cuts across the three levels of incident management—on-scene/tactical, center/coordination, and policy/strategic—and helps ensure coordinated messaging among all incident personnel. PIOs should agree on how to divide their responsibilities to avoid gaps or duplication of efforts. Ideally, PIOs will coordinate before an incident occurs and document their decisions in the jurisdictions or organization's emergency operations plan.

System Description and Components

Public information leaders prepare for an incident by coordinating their processes, plans, protocols, procedures, and structures in advance. PIOs at all levels of government and within the private sector, nonprofit sector, and JICs are important supporting elements of the JIS. Key elements of the JIS include the following:

- Interagency coordination and integration
- Gathering, verifying, coordinating, and disseminating consistent messages
- Integrating messaging from various levels of incident management
- Providing public affairs support for decision makers
- Ensuring flexibility, modularity, and adaptability

4. Joint Information Center (JIC)

The JIC is a facility that houses JIS operations. This is where personnel with public information responsibilities perform essential public information and public affairs functions. Leaders can establish a JIC as a standalone coordination entity, as a component of an ERCC, or virtually.

Depending on incident needs, an incident-specific JIC can arise either on-scene (through local, state, and Federal agency coordination) or at the national level. A national JIC may be necessary when an incident includes Federal coordination and is expected to go on for weeks or months, or when the incident affects a large geographic area.

PIOs prepare public information releases for IC, Unified Command, ERCC director, or MAC Group review. This helps ensure consistent messages, avoids release of conflicting information, and prevents adverse impact on operations. Jurisdictions and organizations can issue public information materials (such as statements, talking points, or social media messaging strategy) related to their policies, procedures, programs, and capabilities; however, they should coordinate these efforts with the incident specific JICs.

Typically, a single JIC is enough, but the system is flexible enough to accommodate multiple physical or virtual JICs. For example, multiple JICs may be necessary for a complex incident covering a wide geographic area or multiple jurisdictions. When leaders activate multiple JICs, staff in the JICs are responsible for:

- Coordinating their efforts and the information they provide by following established procedures and protocols for effective communication and coordination
- Coordinating to determine the final release authority

JICs can be organized in many ways, depending on the nature of the incident. Table 2 describes various types of JICs.

Table 2: Examples of JIC Types

Type	Characteristics
Incident JIC	• Optimal physical location for local, IC, Unified Command, and ERCC director- assigned PIOs to co-locate • May be located at an ERCC • Media access is paramount
Virtual JIC	• Established when physical co-location is not feasible • PIOs operate from multiple, dispersed locations • Incorporates technology and communication protocols
Satellite JIC	• Smaller in scale than other JICs • Established to support the primary JIC • Operates under the primary JIC's control
Area JIC	• Supports wide-area, multiple-incident ICS structures • Could be established locally or statewide • Media access is paramount
National JIC	• Typically established for large or long-duration incidents • Established to support Federal incident management • Staffed by numerous Federal departments and agencies • Should be integrated with local and state JICs • Media access is paramount

PIO Function in the JIC

In JICs, PIOs create coordinated and consistent messages by collaborating to:

- Identify key information to be communicated to the public
- Identify individuals with limited English proficiency that require access to public information
- Craft clear messages in plain language that all can understand, including people with limited
- English proficiency, with disabilities, or with access and functional needs (AFN)6
- Prioritize messages to ensure timely delivery of information without overwhelming the audience
- Verify information accuracy
- Disseminate messages using the most effective means

Organizational Independence

Incident management organizations retain their independence while collaborating through the JIS to generate common public information. Incident command, ERCC leadership, or MAC Group members may be responsible for establishing and overseeing JICs, including the processes for coordinating and approving public communications.

Within the JIC, each agency or organization contributes to the overall unified message under the guiding principle “Many voices, one message.” Departments, agencies, organizations, and jurisdictions maintain control over information concerning their own programs and policies.

5. Integrating with Federal Support

Emergency Support Function (ESF) #15

Federal support follows the standard operating procedures of Emergency Support Function (ESF) #15—External Affairs.⁷ ESF #15 integrates and coordinates the functional areas of public affairs; community relations; local, state, tribal, and territorial affairs; the private sector; and congressional affairs. Primary leaders for ESF #15 include staff from the U.S. Department of Homeland Security (DHS) and FEMA, as well as staff from other Federal agencies in specific response scenarios.

During an operational incident or planned event that requires a coordinated Federal response, DHS/FEMA staff contact the affected local, state, tribal, and territorial jurisdictions to discuss their public information needs. Under ESF #15, DHS/FEMA then provides staff and other resources as necessary, including:

- Satellite trucks
- Communications equipment
- Media center equipment, such as TVs, computers, podiums, power cords, and microphones
- Personnel

DHS/FEMA encourages local, state, tribal, and territorial entities to work in partnership to ensure the effective, efficient production and dissemination of emergency information. DHS encourages entity PIOs to co-locate within the incident JIC to facilitate coordination, cooperation, and unified messaging.

Communications Protocols

DHS Public Affairs has established the following communications protocols for use during large-scale incidents or those requiring a coordinated Federal response:

National Incident Communications Conference Line (NICCL)

The NICCL is a standing conference line for interagency communication during an incident requiring Federal coordination. DHS created the NICCL primarily for Federal-to-Federal executive information sharing, but it is also available to communicators from the primarily impacted state and local community. Specifically, the NICCL:

- Works as a call-in conference line (typically used twice daily) but can also serve as an open line with 24-hour monitoring, as necessary, to facilitate information sharing and updates
- Primarily promotes communication to support senior state and local officials
- Facilitates executive calls originating with DHS Public Affairs or FEMA External Affairs to discuss agencies' roles, activities, and response to current events

State Incident Communications Conference Line (SICCL)

The SICCL is a dedicated conference line for scheduled conference calls between Federal and state incident leaders who need to share information and discuss issues affecting the states following an incident. It is not a 24-hour line. Specifically, the SICCL:

- Is designed for use during a multistate disaster, such as a hurricane, in which impacted states want support from other states and need to coordinate the incident response across state lines
- Facilitates calls originating with DHS Public Affairs or FEMA External Affairs to discuss incident information with targeted to state and local communicators

Private Sector Incident Communications Conference Line (PICCL)

The PICCL is a standing line for use by the Critical Infrastructure/Key Resources (CIKR) incident communications coordinators. DHS Infrastructure Protection and FEMA External Affairs coordinates access to the line, which provides timely public information to the CIKR sectors during an incident requiring Federal coordination and response. Specifically, the PICCL:

- Facilitates outreach to top state employers to discuss incident response and recovery activities
- Helps identify needs and capabilities
- Establishes two-way communications with the private sector

D. Preparedness

Preparedness is essential for an effective response to an incident or planned event. Public information efforts, which should begin well in advance of an incident or planned event, can involve a combination of planning, resource gathering, organizing, training, and exercises.

Public information planning allows PIOs to coordinate and communicate lifesaving measures—such as evacuation routes, alert systems, and other public safety information—to diverse audiences in a proactive, timely, consistent manner. Community risk reduction and other public education efforts help prepare citizens to mitigate or respond to a variety of hazards.

Public information preparedness includes developing and maintaining plans, procedures, checklists, contact lists, public information materials, and strategic communication plans, and

working with other PIOs to exercise communication plans. Following are important factors a PIO should consider when developing plans before an incident or planned event.

1. Risk Communication Campaigns

Risk communication is the process of making the public aware of risks and of how to prepare for hazards in advance. Risk communication can stand alone but is often a segment of a broader Community Risk Reduction (CRR) program. CRR involves identifying and prioritizing local risks, developing an integrated strategy to reduce their occurrence and impact, and implementing the strategy using emergency response and prevention resources.

Before an incident occurs, PIOs should conduct activities to educate the public about potential local hazards, prevention, family preparedness, and response activities. It is important for plans and resource materials to be appropriate for the target audience—for example, children, people with disabilities or AFN, people with limited English proficiency, pet owners, local governments, or entire communities.

PIOs can conduct risk communication through special events, community events, media releases, social media, and distributing print materials or multimedia/digital content. Examples of risk communication campaigns include:

- All-hazards preparedness
- Family or business emergency plans
- Hazardous materials (HAZMAT) awareness
- Messaging for people with limited English proficiency, disabilities, or AFN
- Severe weather awareness
- Exit drills in the home

2. PIO Training

FEMA encourages PIOs to participate in ongoing emergency management training. This includes basic public information courses; ICS courses; and training in social media content, listening and engagement, conducting interviews, writing (including nontraditional media, talking points, and media releases), and understanding the role of a JIC. Prerequisite and recommended courses are available through the Emergency Management Institute (EMI). Additionally, public information courses that support NIMS are available through other agencies and associations, such as the Centers for Disease Control and Prevention (CDC) and the Chemical Stockpile Emergency Preparedness Program (CSEPP).

3. Exercises

Exercises provide opportunities to practice and test strategic communication plans, test personnel capabilities, and maintain proficiency in a controlled environment. Exercises assess and validate policies, plans, equipment, and procedures, and familiarize personnel with their roles and responsibilities. Exercises improve interagency coordination and cooperation,

highlight gaps, and identify opportunities for improvement. PIOs should participate in planning, conducting, and evaluating exercises.

4. Media Relations

PIOs should establish relationships with members of the media before an incident or planned event. Positive media relationships built during normal day-to-day activities are valuable during emergency situations. Here are some ways for PIOs to conduct good media relations:

- Create and maintain a media contact list, including after-business-hours contact information
- Verify media credentials; before an incident or planned event, initiate any required credentialing necessary to gain access to restricted areas
- Keep media aware of all preparedness/awareness campaigns
- Invite local media to the ERCC, JIC, and similar areas before an incident or planned event to show them the location
- Answer questions about how FEMA will disseminate information during an operational incident or planned event
- If appropriate, involve local media in drills and exercises, and encourage them to participate in exercises as well as cover the incident

5. Considerations for People with Disabilities or Access and Functional Needs (AFN)

PIOs should gather, verify, prepare, coordinate, and disseminate information to all audiences, including people with disabilities and other AFN.⁹ It is important to provide materials in commonly used non-English languages and to use accessible formats such as braille, large print, audio, and so on. Before an incident, PIOs should contact and vet resources for translating emergency information and for providing American Sign Language (ASL) interpretation during news conferences and other public events.

PIOs should know the local media and be aware of specialized newspapers or radio stations in the community that reach specific audiences that may need to receive communications during awareness/preparedness campaigns.

PIOs should check with agency leaders or the lead PIO to learn about laws or policies that govern the dissemination of information to those with disabilities and AFN. The PIO is responsible for ensuring that all content and communications are legal and compliant with agency policies.

PIOs should ensure that all web-based content is Section 508 compliant and should use available accessibility features, such as alternative text. Writers should compose web and social media messages in plain language so they can reach as many people as possible. Digital multimedia products such as videos should include ASL when possible.

6. Communications Equipment and Resources

Accurate, timely communication is critical to effectively help the community through an incident. Methods of communicating with the public include the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA) system, social media platforms, text messaging, mass notification systems, hotlines, amateur radio, and other alerting/messaging systems.

PIOs have direct involvement with public warnings and personal safety instructions. In larger emergencies or disasters, the PIO works closely with the warning or communications staff in issuing lifesaving or emergency information via the EAS or other public alert systems.

Agency websites are an important tool in disseminating emergency and preparedness information. Websites also give the media and the public a way to submit inquiries during an incident, providing PIOs with useful information and feedback. If the agency does not have a website, PIOs can arrange to have local jurisdictions post emergency information on their websites.

Emergency and preparedness information can include:

- News releases
- Situation reports
- Frequently asked questions/rumor control information
- Links to trusted sources of information
- Maps

Organizations should establish social media accounts and acquire social media management tools ahead of incidents. Though most social media platforms are free to join, it takes time and resources to produce content, gain followers, and raise awareness of an account. Several social media management tools and analytics tools cost money. Agencies should determine the tools and platforms necessary for their public information needs and create a plan for managing social media accounts.

7. Contact Lists

The PIO should review and update all contact lists (media, PIOs, other agencies) every six months. Lists include information such as telephone numbers (office and cell phone), e-mail addresses, social media identifiers, and web addresses.

8. Go-Kits

The PIO should have tools and resources ready to use during an incident. This collection of tools is called a go-kit. A go-kit should include preestablished contracts/agreements with businesses or agencies that can assist with public information operations, such as:

- Translation and ASL service providers
- Printing companies that can publish brochures, fact sheets, and other emergency documents
- Communication companies to install Wi-Fi service or landline telephones

A go-kit can also include:

- Office supplies such as pens, paper, stapler, and tape
- Laptop computer, tablet, smartphone, and portable printer with alternate power supply and accessories (for example, thumb drive, mouse, and printing paper)
- Maps
- Television, radio, and broadcast recording equipment
- Cell phone with relevant applications and alternate power supply
- Agency or Incident Management Team (IMT) letterhead
- PIO and other emergency operations plans
- Camera with extra batteries
- Battery-powered radio
- Pre-scripted messages and release templates

9. Additional Public Information Support

Whether the public information program consists of one person or several, the PIO should develop a core group of PIOs who can assist during the incident or planned event. These additional PIOs can represent other agencies or be volunteers who have been trained in public information operations. These PIOs work at the JIC or ERCC, performing a variety of public information functions.

PIOs should establish these relationships before an incident or planned event by providing ERCC and JIC training, and other PIO training. PIOs then communicate regularly with these colleagues, keeping their contact information current.

E. Response

At all levels of a response, PIOs gather, verify, coordinate, and disseminate accurate, accessible, and timely information on the incident's cause, size, current situation, resources committed, and other matters of general interest—for internal and external use

1. Responsibilities

ICS PIO Primary Responsibilities During an Incident or Event

The PIO at an Incident Command Post (ICP) has the following responsibilities:

- Establish a policy concerning what kinds of information staff can release without

- approval and what types of communications need approval
- Use leadership goals and the strategic communication plan to develop key messages
- Obtain IC or designated point of contact (POC) approval for media releases
- Inform the media, conduct media briefings, and prepare officials for public outreach engagements
- Arrange for tours and other interviews or briefings, and assist with town hall meetings
- Evaluate the need for a JIS and establish it, as appropriate
- Establish a JIC, as necessary, to coordinate and disseminate accurate and timely incident-related information
- Maintain current information summaries and displays on the incident or event
- Provide information on the status of the incident to assigned personnel
- Maintain an activity log using ICS Form 214 or designated electronic record system
- Manage media and public inquiries
- Manage public information products
- Coordinate emergency public information and warnings
- Monitor media reporting for accuracy
- Ensure that the IC or designated POC approves information before public release
- Complete all required forms, reports, and documents before demobilization
- Hold debriefing session with the IC or POC before demobilization

EOC/ERCC PIO Primary Responsibilities During an Incident or Event

The PIO in an ERCC has similar responsibilities to the PIO at an ICP. When there are multiple PIOs, they coordinate closely to ensure consistent messaging, regardless of location. Preestablished JIS protocols facilitate the coordination of information between on-scene and center-based PIOs. ESF #15—External Affairs supports the PIO, whether in the ERCC or at a JIC.

Public information may include the incident's current situation, recommended protective measures, how to access assistance, current response and recovery actions, and other matters of general interest for internal and external audiences. The PIO also supports information coordination and message development by monitoring media and social media for situational awareness.

ERCC PIOs have the following key responsibilities:

- Interface with the public and media and with other jurisdictions/organizations that have incident-related information needs
- Support on-scene responders and the PIO at the incident level
- Gather, verify, analyze, and report on relevant media coverage and social media conversations
- Coordinate and disseminate accessible, timely information on websites, social media, and other tools or platforms

Supporting Senior Leadership and MAC Groups

PIOs supporting senior incident leaders have the following responsibilities:

- Use the 8-step strategic communication process to develop communication plans (see section VI below)
- Emphasize the importance of monitoring and proactively addressing social media feedback
- Support the goals of the IC; be collaborative
- Inform leadership of negative news and emerging media narratives
- Think strategically and stay out of the tactics

2. Crisis Communications Development

Content Planning

Gather information about the topic:

- Who is affected? Who cares?
- What is happening?
- When did this or will this happen?
- Where is this occurring?
- Why should people care?

Crisis and Emergency Risk Communication Principles

When writing content about an emergency, PIOs can follow these crisis communication tips:

- Express empathy: Acknowledge the feelings people might experience (for example, “This is a stressful time.”). Adopt a survivor-centric approach.
- Be helpful: Provide relevant, up-to-date information using simple, easy-to-understand phrasing. Share official, verified information that provides clear direction and aligns with other authorities’ messages.
- Avoid clichés: These are phrases that have become meaningless through repeated use.
- Promote action: Highlight specific things people can do to take charge of their situation and stay safe. Keep this information simple to avoid overwhelming audience members.
- Show respect: Be respectful of people and their opinions. Stay away from emotionally charged words. Use a calm tone, even when responding to negative comments.
- Promote collaboration: Emphasize teamwork and the importance of a whole-community effort for effective disaster response and recovery. Share information and reference other partners. Encourage others to respond and engage with each other

See Table 3 for more crisis communication tips and principles.

Table 3: Crisis and Emergency Risk Communication Principles

Do	
• Write social media posts in a conversational tone, using first person plural to refer to the agency and second person to address your audience	• Survey the public without securing preapproval for questions or information requests
• Emphasize action items for the public to take. Put action information in the body of social media posts; don't expect people to click on links	• Post information on social media that is not also available on a government site
• Write in plain language and tailor information to the platform you are sharing it on	• Simply copy and paste news release headlines into social media posts
• Ensure accessibility of all material by: – Adding alt text to photos – Linking information in graphics or PDFs to relevant websites – Adding captions to videos and providing transcripts	• Forget to include American Sign Language (ASL) interpreters and live captioning at news conferences and public events
• Ensure that only authorized representatives use social media platforms belonging to official agency accounts	• Tag personal social media accounts belonging to agency employees in posts to official agency accounts without permission

3. Public Information Considerations

Getting Information to the Public and Stakeholders

In some cases, lives depend on getting information to the public quickly, so those responsible should take all necessary steps to alert the public. Informing the public and other stakeholders. In some cases, lives depend on getting information to the public quickly, so those responsible should take all necessary steps to alert the public. Informing the public and other stakeholders

Gathering Information

Effective communication starts with gathering good information. PIOs collect information from various sources:

- On-scene command provides ongoing, official information on the incident management effort; the Incident Action Plan (IAP) and situation reports capture much of this information
- ERCC personnel provide discipline-specific information and general situational awareness

- ERCC staff also generate information about the situation status and mass care, recovery, or other assistance available to the public
- MAC Groups provide strategic messaging and spokespeople to coordinate accurate information dissemination
- Inquiries from elected and appointed officials and the general public can point to specific concerns of those in affected areas
- The news media, online conversations, elected officials and their staffs, and the public all serve as sources for PIOs, who then report to the JIC what they observe and hear
- Media and social media monitoring efforts assess the content and accuracy of news and social media reports, helping to identify breaking issues and trends

Verifying Information

Next, PIOs verify the accuracy of the information collected. PIOs from different agencies have access to different information sources. In addition to verifying their information through standard means, they can compare notes and sort out information they have gathered from various sources by participating in the JIC.

Coordinating Information

The next step is to coordinate with other public information personnel who are part of the JIS, whether they work in the JIC or at another location. Coordinating information involves the following:

- Establishing key messages: After gathering and verifying information, JIC staff craft unified messages to address informational needs prioritized according to local, state, tribal, territorial, and Federal incident management priorities and strategies. The job is to get accurate, consistent information to the right people at the right time so they can make informed decisions.
- Obtaining approval from those in authority: Approvals help ensure consistent, accurate information; however, the approval process should be streamlined so information remains timely. The process should not interfere with the on-time release of accurate information.

Analyzing the Media

PIOs verify that the public, officials, and members of the media receive complete, accurate, timely information by reviewing media and social media channels. PIOs immediately address inaccuracies and rumors that affect health and safety, using multiple channels to correct misinformation.

Disseminating Information

Now the PIO is ready to disseminate information to the public and stakeholders. During some emergencies, certain modes of communication may not be available. Press releases, phone calls, and interviews are traditional means of getting information to the news media. In some cases, personal visits, town hall meetings, or community events may be the most effective means of reaching key audiences. Local, state, tribal, territorial, and Federal systems such as

the Integrated Public Alert and Warning System (IPAWS) and the EAS can facilitate communication with the public. Social media platforms are an important way to reach the public directly and target specific audiences, especially when traditional media are unavailable. Talking points and flyers can support these other methods.

Demobilizing the JIC

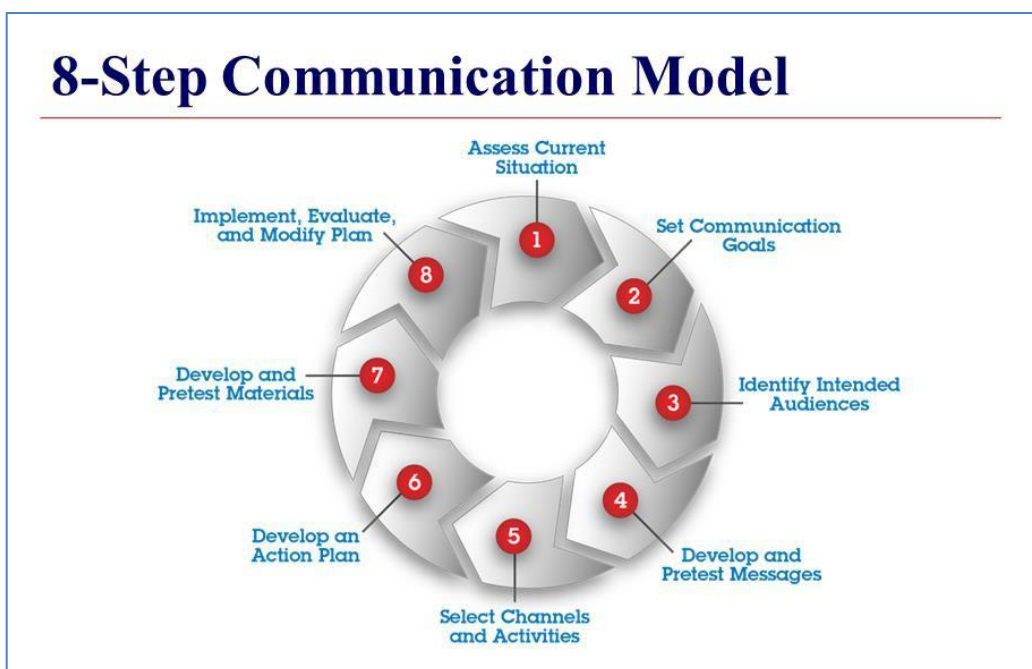
When operational activities decline, public information functions transfer back to responsible jurisdictions and agencies. The IC/Unified Command decides when to shut down the JIC in consultation with the lead PIO and other section chiefs. These are the major steps the PIO takes in deactivating a JIC:

- Prepare a comprehensive deactivation news release for the lead agency's approval and distribution
- Notify community, media, and agency communications managers and local officials about the closing and provide regional contact information
- Provide casebooks to communications managers whose organizations will assume responsibility for ongoing public information
- Complete an After-Action Review (AAR) and participate in evaluation discussions
- Return borrowed equipment and supplies
- Inventory equipment and supplies
- Replenish go-kits as necessary

F. Strategic Communication

1. The 8-Step Process

The strategic communication process has many models. The 8-step process presented here is one example. While adopting this process isn't mandatory, each organization should choose a crisis communications process to follow.



Step 1: Assess Situation

Collecting information to support strategic planning decisions sets the stage for the entire communication process. Many communicators try to shortcut this step and proceed with developing products, but that can mean major mistakes in their assumptions about what their audience needs and wants. Begin by acquiring a thorough understanding of:

- The problem
- The audience
- Action you want the audience to take

Step 2: Set Communication Goals

The next step is setting communication goals and measurable objectives. Without clear and specific outcome measures, communication can lack direction. Goals can be broad statements that describe the purpose and meaning of the task. Objectives are those things that lead to the accomplishment of goals.

Examples of measurable objectives:

- Increase awareness of our website by 10% by June 20XX
- Increase unique visitors to our website by 5% by June 20XX
- Increase completion of Online Family Emergency Plans by 5% by June 20XX

Step 3: Identify Intended Audiences

After identifying an audience for a public awareness campaign, take a deeper look. Segment down to a more specific audience and learn what makes that group tick, using that information to create messages that align with their needs, beliefs, values, and priorities. While some messages may apply to everyone, it may be wise to communicate differently to certain segments. When facing a wide range of audience segments, determine which would provide the biggest return on the communication effort invested.

Step 4: Develop and Pretest Messages

The next step is developing and testing messages that anticipate potential questions, issues, and concerns. Key characteristics of these messages include:

- Informative: Providing information without trying to change attitudes, beliefs, or values
- Persuasive: Spurring or requesting change, or issuing a call to action
- Effective: Easy to understand, free of jargon and acronyms
- Direct and concise: Clearly communicating the benefits to the audience

Step 5: Select Channels and Activities

Communication channels carry messages to the intended audiences. Channels take many forms, from websites to social media to the spoken word. In selecting channels, consider the audiences:

- What information sources do audience members trust?
- How do they prefer to receive information?
- How and where do they spend their time?
- Who or what might compel these audiences to take the desired action?

In selecting activities and materials, consider which options and alternatives might yield the best results. For example, phone apps are growing in popularity, especially among young people. Fun runs, contests, meetings, and town halls may work better than print materials to inform, educate, and motivate certain audiences.

Think about the audience:

- Can they read and do they like to read?
- Are they literate in the English language? Are they hearing impaired?
- Would a video be more effective?
- Would they be more receptive to hearing the message from a trusted community member?
- Where are they likely to access your message: Online? At a community center? Via a newspaper or television news program?

Finally, consider partnerships. Partnerships with key stakeholders help communicators reach their audiences. Partners can use their communication channels to spread public information messages by adding links to their websites and publishing articles about response and recovery programs.

Step 6: Develop an Action Plan

Even the best strategic communication plan is just a piece of paper unless it connects to an action plan. Create an action plan to determine the where, when, how, and by whom for each task. A successful communication action plan should include at least the following:

- List of major activities, tasks, and subtasks
- Target completion dates
- Person responsible for each task

Step 7: Develop and Pretest Materials

After developing materials, effective communicators test them before distributing them widely. They then summarize the responses in a report and make changes based on the feedback. Ideally, testing includes creating product mockups and getting feedback via the following means:

- Interviews (telephone or in person) with a series of individuals
- Scheduled formal discussion using a standard set of questions about the product
- Informal feedback from people on the street or at a shopping mall
- Focus groups (telephone, online, or in person)

Step 8: Implement, Evaluate, and Modify Plan

The final step closes the circle:

- Implement the plan and disseminate materials
- Evaluate effectiveness through media analysis and other measurable means
- Modify the implementation plan, if necessary

G. Recovery

1. Recovery-Related Public Information

Public information plays a critical role in the recovery process, and it begins the moment a crisis occurs. Regular communication about recovery efforts reassures the public that government agencies are working together to resolve the situation and to bring assistance to those in need.

Communication with impacted audiences continues until recovery is complete. PIOs update recovery information regularly, including the following:

- A summary of the incident or planned event
- The impact of the incident or planned event
- Actions the response agencies are taking
- Actions the public, businesses, and industries can take to access recovery programs and learn how these programs work
- Other actions the public should take
- Information on how to repair or restore damaged property
- Debris removal information
- Steps government and citizens can take to help return life to normal
- Information on how to protect against incident-related health risks
- Information on how to avoid being victimized by scam artists and others
- Any other crisis-specific recovery information

2. Guidance for PIOs

PIOs should note the following recovery guidelines and tips:

- Announce, as soon as appropriate when the danger has passed, or the situation has transitioned from response to recovery
- Be prepared to direct questions concerning volunteers and financial contributions to the appropriate organizations
- Inform local businesses—through the news media, appropriate business channels, and community outreach efforts—about programs designed to assist them
- Communicate information about service animals, pets, and livestock

- Coordinate with PIO counterparts at appropriate agencies concerning environmental, ecological, critical infrastructure, and agricultural impacts

To determine the effectiveness of recovery communication during an incident or planned event, PIOs closely monitor media reports, social media activity, and public inquiries to assess whether intended audiences have received and understood the information

3. Emergency Management Assistance Compact (EMAC)

Another resource for PIO support is the Emergency Management Assistance Compact (EMAC). EMAC, which became law in 1996 (Pub. L. 104-321), offers assistance during governor-declared states of emergency through a responsive, straightforward system that allows states to send personnel, equipment, and commodities to help disaster relief efforts in other states. Through EMAC, states can also enlist the help of services in other states—for example, shipping diagnostic specimens from a disaster-impacted lab to a lab in another state. For more information, see <https://emacweb.org>

H. Digital Communications

This section explains the process of conducting social listening to gauge the public's perception of incident response and recovery efforts, and to identify unmet operational needs. Social listening is the act of monitoring online conversations about specific events or topics to better understand public sentiment, reaction, and needs.

Public communicators should always be engaged in basic social listening, especially before and after posting online. This keeps them aware of community activity, rumors and misinformation, and information gaps.

1. Information Requirements

Social listening is a strategic process guided by critical information requirements that the JIC and ERCC provide. Information requirements may be related to public messaging goals, public perception concerns, and operational concerns.

Examples of public perception information requirements include:

- Positive or negative discussion of the agency or event
- Misinformation or rumors about the agency or event
- Public's attitude or emotional state
- Information that may affect relationships with external partners
- Topics relevant to planned content

Examples of operational information requirements include:

- Socioeconomic impacts
- Real-time weather reports
- Damage reports

- Resource shortfalls
- Critical infrastructure status

2. Search Strategies

Strategies to help PIOs find relevant conversations taking place online include the following:

- Focus search efforts on the platforms where the bulk of the relevant conversations are occurring, understanding that conversations may shift platforms over the course of the incident response
- Base keywords and advanced searches on the phase of the disaster and on changing information needs
- Watch for new keywords and hashtags while reviewing search results
- Use Twitter lists composed of local officials to detect emerging or unfamiliar issues

3. Tools

A wide range of social listening tools are available online, from free to costly. These tools tend to fall into two categories:

Customer service tools: These tools focus both on finding people who are talking about an organization and on engaging with them, responding to questions and comments. These tools often include inquiry management systems that allow users to manage and track their public responses.

Public perception tools: These tools focus on understanding the thoughts and sentiments the public is voicing on social media about a topic or brand. These tools use visualizations to help users understand high-volume conversations.

Keep in mind, algorithms and other automated processes can't replace human analysis. PIOs need to be strategic in identifying information requirements, setting up effective keyword searches, and analyzing search results for actionable intelligence.

4. Privacy Policy

Be mindful and respectful of Personally Identifiable Information (PII) and intellectual property laws when using social media for official purposes. Always consult the agency's legal and privacy subject matter experts to avoid issues.

5. Information Verification

PIOs should verify information before including it in official reports. The verification process includes three steps:

- Evaluating the information: Start by asking three questions: Is this information plausible? Is it timely? Is this content original?

- Evaluating the source: Three main sources of information on social media are verified sources, news sources, and public/community sources. Public sources require higher levels of verification than verified sources. Always determine whether a source is trustworthy.
- Determine the impact: It is important to flag rumors and misinformation early. In evaluating information, consider its effect on the response and on the agency's reputation.

6. Social Listening Reports

Format

Write summary reports in a simple format, using concise bullet points and hyperlinks. To remain a trustworthy source of information for stakeholders, PIOs should ensure all reports meet the following standards:

- **Objectivity**: Convey information in the most objective way possible, using neutral, analytical language. Avoid using politically or emotionally charged descriptors for conversation topics or people.
- **Timeliness**: Address topics currently in the forefront and submit reports in a timely manner, while the content is still relevant to the public.
- **Credibility**: Maintain credibility by consistently verifying social media information

Analysis

Report bullets should answer the following four questions:

- **Who is talking?** Be as specific as possible about who is sharing posts, without sharing PII
- **What is the topic?** Include reactions and opinions in addition to the topic itself
- **How many are talking?** Do not simply give numbers; assess relative volume and put it in context
- **Why is this important to the organization?** Point out anything that affects the disaster response or the organization's reputation

Table 4: Social Media Reporting Tips

Do	
• Summarize information found on social media	• Copy and paste any social media content
• Include a date and time stamp on all social media reports	• Include the username, profile picture, or actual name of a social media user in a report
• Provide supporting evidence for your statements by hyperlinking to the original social media content	• Use a “laundry list” format for reports; always provide context and analysis instead of simply listing individual posts
• Provide context and analysis for information included in the report	

The frequency of social listening reports should align with the operational rhythm of the JIC and the ERCC. Report frequency should also reflect the volume online discussion, with more regular reporting during high-impact events.

A social listening subject matter expert should assess the need for 24/7 reporting on a case-by-case basis by evaluating the conversation volume and the current information requirements.

7. Posting Social Media Content

Managing Social Media Accounts

Social media accounts, once established, must regularly share content and engage audiences to maintain and grow their following. If an agency’s social media account is not actively engaging with its audience during steady state, that greatly reduces its effectiveness during an event.

Each agency should develop a social media policy and standard operating procedures outlining rules, roles, and responsibilities related to managing social media accounts.

Table 5: Social Media Account Management

Suggested Frequency	Task
Multiple times per day	Conduct social listening: Be aware of what people are saying about the agency, the event, and the response
Multiple times per day	Respond to questions and share: Check for opportunities to respond to individuals commenting on topics related to the agency; share relevant information from other trustworthy accounts
- Multiple times per day (response) - Daily or a few times per week (recovery and steady state)	Post content: Post timely and valuable content according to information needs; during disasters/events, share information in as close to real time as possible
Weekly or monthly	Plan: Create a plan for upcoming content to avoid scrambling for ideas
Weekly or monthly	Report on metrics: Evaluate how well your social media content performed and learn what resonates with the online community
During response, per operations period	Work the process: Follow the strategic communication process (the wheel) each operations period; carry out each task in a targeted way to meet operational objectives.

Remember: Crafting a good social media post is a process. You may have to write the post in a few different ways before you hit on the best approach. Always check for proper grammar, plain language, and correct spelling.

Planning Social Media Posts

PIOs should plan the frequency and timing of social media posts strategically, based on social listening and other sources of situational awareness. During an incident response, PIOs should release social media information in coordination with JIS/JIC efforts to ensure consistent messaging. The real-time nature of social media platforms demands that response information be shared as quickly as possible, but it is essential to properly verify information, prioritize messages, and time posts so that content is always accurate and relevant.

Always conduct social listening to know what people are saying before you post on social media.

When prioritizing information to share, ask the following questions:

- Are there rapid response or high-priority issues to push as soon as possible? Consider immediate life safety messages, rumors, misinformation, and hot issues that could

impact operations

- What are the most common topics of concern among affected communities?
- What common questions are we receiving from the public that we can address?
- At the current stage of incident response, what operational priorities can social messaging support?

During steady state, PIOs should plan and implement social media posts according to industry standards for posting frequency. Frequency and timing may vary depending on audience characteristics, so it is important to monitor and analyze account engagement and adjust accordingly. Use analytics tools to examine audience demographics and determine when people tend to be active online.

Tailor posts to the characteristics of the social media platform. Consider the strengths of each platform and track how posts perform to refine the content strategy.

Responding on Social Media

Comments and questions directed at agency social media accounts are important and may require a response. A timely response shows that PIOs are actively monitoring accounts and are willing to dialogue with the public.

See Table 6 for social media response tips.

Table 6: Social Media Response Tips

Question	Primary Functions
• Does the person seem to be open to constructive discussion?	Sometimes people use social media to rant or provoke others to anger. Ignore posts like these. Do not feel obliged to engage every comment.
• Is there a website or other resource I can point this person to?	If the person or organization commenting needs information from another source, share a link or contact information.
• Are other people asking similar questions?	To address common questions or concerns, consider using a general post to reach more people. Think of other channels for sharing the information (for example, can the website be updated with Frequently Asked Questions?)
• Is the response strategic?	Correct misinformation with correct information. Investigate and refute rumors.

Gaining Followers

Attracting followers on social media is a long-term endeavor with no surefire approach; it requires commitment and consistency. For best results, follow these basic steps:

1. Tailor every post to the audience and platform.
2. Focus on valuable information and avoid self-promotional content.
3. Partner with other agencies, stakeholders, and partners to amplify your messages. Tag them in your posts.
4. Accompany your content with appropriate, compelling graphics, videos, or photos.
5. Provide information that is important to the public during nonemergency situations. For example, you can share National Weather Service watches and warnings, so the public gets used to receiving useful information from your organization

Common pitfalls to avoid:

- Avoid spending money on advertising or boosting posts simply to gain followers. Government agencies should be judicious in paying for exposure on social media.
- Avoid asking people to follow your account. Users often perceive these requests as inauthentic or spam-like.

I. Conclusion

The PIO is responsible for proactively engaging with the public, the media, and other jurisdictions/organizations that have incident-related information needs. The PIO gathers, verifies, coordinates, and disseminates accurate, accessible, and timely information regarding the incident. The IC or Unified Command approves the release of incident-related information.

The PIO serves as the primary on-scene connection to other ongoing JIS activities and participates in or leads the JIC to ensure consistency of information FEMA provides to the public. The PIO also monitors the media and other sources of public information to collect relevant information and transmits this information to the appropriate personnel at the incident, at supporting ERCCs, or in a MAC Group.

XV. ANNEX: ACRONYMS/ABBREVIATIONS

AAR	After Action Report (or Review)
ADA	Americans with Disability Act
AFN	Access and Functional Needs
AHJ	Authority Having Jurisdiction
ASL	American Sign Language
ARC	American Red Cross
BNSF	Burlington Northern Santa Fe Railroad
CCEMA	Campbell County Emergency Management Agency
CCDO	Certifying Civil Defense Organization
CCSD	Campbell County School District
CDC	Centers for Disease Control and Prevention
CSEPP	Chemical Stockpile Emergency Preparedness Program
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CERT	Community Emergency Response Team
CFR	Code of Federal Regulations
CIKR	Critical Infrastructure/Key Resources
COG	Continuity of Government
COOP	Continuity of Operations Plan
CPG	Comprehensive Preparedness Guide
CPR	Community Preparedness Report
CRR	Community Risk Reduction
CRS	Community Rating System
DAP	Disaster Assistance Policy
DHS	Department of Homeland Security
DHHS	Department of Health and Human Services

DMORT	Disaster Mortuary Emergency Response Team
DRC	Disaster Recovery Center
DST	Daylight Savings Time
DWR	Division of Water Resources
EAS	Emergency Alert System
EMA	Emergency Management Agency
EMAC	Emergency Management Assistance Compact
EMI	Emergency Management Institute
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
EPCRA	Emergency Planning and Community Right-to-know Act
ESF	Emergency Support Function
ERCC	Emergency Response Coordination Center
F	Fahrenheit
FCO	Federal Coordinating Officer
FEMA	Federal Emergency Management Agency
FMA	Flood Mitigation Assistance
GCC	FAA designator for the North East Wyoming Regional Airport
HMGP	Hazard Mitigation Grant Program
HVAC	Heating, Ventilation and Air Conditioning
IAP	Incident Action Plan
IA	Individual Assistance
IA	Initial Attack
IC	Incident Command
ICP	Incident Command Post
ICS	Incident Command System

IMT	Incident Management Team
IP	Improvement Plan
IPAWS	Integrated Public Alert and Warning System
JFO	Joint Field Office
JIC	Joint Information Center
JIS	Joint Information System
LEPC	Local Emergency Planning Committee
MAA	Mutual Aid Agreements
MAC	Multi-Agency Coordination Group
MCU	Mobile Command Unit
MRC	Medical Reserve Corps
MSHA	Mine Safety and Health Administration
MOU	Memorandum of Understanding
NECP	National Emergency Communications Plan
NFA	National Fire Academy
NFIP	National Flood Insurance Program
NIMS	National Incident Management System
NGO	Non-Governmental Organization
NPS	National Preparedness System
NRF	National Response Framework
NQS	National Qualification System
PA	Public Assistance
PDA	Preliminary Damage Assessment
PDM	Pre-Disaster Mitigation
PETS Act	Pet Evacuation and Transportation Standards Act
PIO	Public Information Officer

PKEMRA	Post-Katrina Emergency Management Reform Act
POC	Point of Contact
POD	Point of Distribution
PPE	Personal Protective Equipment
RACES	Radio Amateur Civil Emergency Service
RERT	Regional Emergency Response Team
RFC	Repetitive Flood Claims
RTL	Resource Typing Library
SAR	Search and Rescue
SARA	Superfund Amendments and Re-authorization Act
SCO	State Coordinating Officer
SERC	State Emergency Response Commission
SFHA	Special Flood Hazard Areas
SHMO	State Hazard Mitigation Officer
SitRep	Situational Report
SNS	Strategic National Stockpile
SOG	Standard Operating Guide
SOP	Standard Operating Procedure
SRCC	State Response Coordination Center
SRL	Severe Repetitive Loss
THIRA	Threat and Hazard Identification Guide
TICP	Tactical Interoperable Communications Plan
UC	Unified Command
USDA	United States Department of Agriculture
VOAD	Voluntary Agencies Active In Disaster
WEA	Wireless Emergency Alerts

WOHS	Wyoming Office of Homeland Security
WyDOT	Wyoming Department of Transportation

XVI. ANNEX: RISK ASSESSMENT

Risk Rating	Risk	Risk Type	Risk Description	Risk Impact
3.3 - High	Severe Winter Storms	Natural Risk	Severe winter storms affect far more people in Wyoming than their summer counterparts, even though they are inherently less violent. This is because severe snowstorms are often so extensive, they usually require a day or two to cross and completely exit the state. Blizzard conditions bring the triple threat of heavy snowfall, strong winds, and low temperatures. Poor visibility and huge snowdrifts are major hazards caused by blowing snow. These storms disrupt work, make travel difficult or impossible, isolate communities, kill large numbers of livestock, and sometimes leave human fatalities in their wake	• Loss of life / Injury • Loss of utilities (gas, electric, water, wastewater, etc.) • Business interruption • Food shortages • Medication shortages • Transportation interruption • Loss of emergency response access • Stranded people (mine workers, locals, travelers) • Increased risks to emergency responders • Injuries associated with loss of utilities • Loss of livestock
3.4 - High	Tornadoes	Natural Risk	Tornadoes are the most intense storm on earth, having been recorded at velocities exceeding 315 miles per hour (mph). The phenomena, which	• Loss of life • Loss of property

		mimics hurricanes, results in a destructive rotating column of air ranging in diameter from a few yards to greater than a mile, usually associated with a downward extension of cumulonimbus cloud. Tornadoes are classified by their intensity using the Fujita (F) Scale, with F0 being the least intense and F6 being the most intense. In a database composed of information derived from the National Oceanic and Atmospheric Administration's (NOAA) National Climatic Data Center (NCDC), the Wyoming Climate Atlas and the Wyoming Office of Homeland Security, between the period of 1907-2011 there have been 70 tornado events in Campbell County, with 14 identified as damaging (including the 2005 Wright Tornado). The Wyoming Multi-Hazard Mitigation Plan states that historical data demonstrates that the most critical area of the state for tornado hazards is the eastern one third, with the five most threatened counties being Laramie, Campbell, Goshen, Converse and Platte.	• Loss of income/business interruption • Relocating people • Injuries • Large amounts of debris • Secondary impacts such as fires, damaged infrastructure • Looting and crimes • Replacement housing
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			Tornadoes will continue to occur in Campbell County, which is one of the most tornado prone counties in Wyoming. Based upon the historic record, a tornado will on average occur every one-to-two years. A damaging tornado occurs in Campbell County every seven years based upon the compiled data. Tornadoes are most likely to occur on average in May and June, but have been recorded in Campbell County April, July, and August.	
3.9 - High	Wildland Fires	Natural Risk	As defined by the National Interagency Fire Center (NIFC), a “wildland fire” is any non-prescribed, non-structure fire that occurs in the wildland. As the population and the wildland/urban interface increases, the more significant the risk of wildland fire hazard. A wildland/urban interface is an area where residential or commercial developments are in proximity to natural vegetation. The County contains approximately 5,000 square miles of rolling prairie, river breaks and two population centers, Wright and Gillette. Vegetation across the County consists of grasses, sagebrush, juniper, and	• Loss of life (human, livestock, wildlife) • Loss of property • Evacuations

		some forested areas. According to the U.S.D.A. Farm Service Agency, there are 17,474.4 acres of land in the County enrolled in the Conservation Reserve Program. These lands may have heavier fuels than those that are regularly grazed. Large-scale, active energy development, agriculture, and rural residential growth create a unique wildland/urban interface situation in the County. For the reporting year 2010, causes for wildland fires in Campbell County, by percent: • Lightning 27.5% • All equipment 40.8% • Fireworks 8.3% • Incendiary device .1% • Smoking 4.6% • Outdoor fire 3.5% • Chemical/natural .5% • Other heat 1.2%	
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			Undetermined 13.5%	
3.15 - High	Hazardous Materials	Technological	A general definition of hazardous material is a substance or combination of substances which because of its quantity, concentration, or physical, chemical, or infectious characteristics, may either (1) cause or significantly contribute to, an increase in mortality or an increase in serious, irreversible, or incapacitating reversible, illness; or (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, disposed of, or otherwise managed. Hazardous material incidents can occur from a fixed facility or during transportation.	Impacts that could occur from hazardous waste spills or releases include: - Injury - Loss of life (human, livestock, fish and wildlife) - Evacuations - Property damage - Air pollution
2.05 - Moderate	Toxic Gas Seeps	Natural Risk	Campbell County is rich in energy resources, so rich in fact that natural or methane gas seeps out of the ground. Residents attempting to drill water wells have in some cases encountered natural gas instead. This phenomenon creates serious risk of fire and explosion. This abundance of natural resource has spawned the methane gas industry, producing approximately 70,000 water wells.	Potential impacts from toxic gas seeps include: Illness, injury or loss of life from explosions and fires Based on experience, losses have been limited to localized areas. In the case of the Rawhide Subdivision, associated expenses and losses included emergency response, evacuation of the subdivision and assisting residents in financing and relocating to new homes. The dollar loss for this incident was in the

			In the summer and fall of 1987, residents of the Rawhide Subdivision north of Gillette were evacuated when poisonous hydrogen sulfide (H₂S) along with methane gases were detected seeping from the ground. Much of the subdivision was subsequently found to be uninhabitable and residents were permanently relocated. There have been a small undocumented number of mobile home fires and explosions from natural gas seepage. Due to water line leaks, gases escaped from water and have accumulated in the skirted areas beneath mobile homes and then been ignited by the pilot light on the water heater. With the ongoing development of the coalbed methane resource in the County several fires and explosions necessitating emergency response have already occurred. Water well pits have experienced explosions as collected gases were ignited when electric pump motors started up.	hundreds of thousands of dollars. Loss of life and property due to an explosion or fire is possible though not highly likely in the future.
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3.5 - High	Floods	Natural Risk	Floods have caused significant damage in Wyoming and are one of the more significant natural hazards in the state. They can cause millions of dollars in damage in just a few hours or days. Flooding typically occurs after spring rains, heavy thunderstorms, or may be caused by winter snow thaws or ice jams. A flood, as defined by the National Flood Insurance Program (NFIP), is a general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties from overflow of waters, unusual and rapid accumulation or runoff of surface waters from any source, or a mudflow. Floods can be slow or fast rising, but generally develop over a period of many hours or days. Floods can also occur with little or no warning and can reach full peak in only a few minutes. Such floods are called flash floods. A flash flood usually results from intense storms dropping large amounts of rain within a brief period. Floods can occur for reasons other than precipitation or rapidly melting snow. They can also occur because of ice jams or natural	Impacts that could occur from flooding include: • Injury • Loss of life • Injury and loss of life to livestock, pets, wildlife • Damage to and loss of property and infrastructure • Interruption of transportation and commerce • Contamination of surface and ground waters
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			and man-made dam failures, both of which have occurred in Wyoming. Campbell County has experienced 11 significant floods resulting in one death and \$1,872,725 in property damage for the period 1905 and 2010. One flash flood following a summer thunderstorm in north eastern Campbell County on July 23rd, 2008, resulted in one death during the night when a pickup truck drove into a void created when the storm waters had washed out the county road on which the pickup truck was traveling. Since then, the Town of Wright experienced flood damages due to a severe thunderstorm with heavy hail.	
3.4 - High	Microbursts	Natural Risk	Campbell County experiences strong winds as a result of weather systems that both pass through and build up over the County. Summer thunderstorms create the potential for microburst and downburst winds as they dissipate, and strong updrafts become strong downdrafts (Hazard/Risk Assessment and Mitigation Plan, 2001). A microburst	Impacts that could occur from a microburst include the following: • Loss of life • Loss of and damage to property • Injuries

		occurs when rain evaporates before hitting the ground, cooling the air as it drops. The cooler air plummets to the ground at great speeds creating an effect like a tornado. Microbursts between 1995-2010. There are five thunderstorms on record which caused significant damage (>\$100,000) in Campbell County. Most other reports of property damage were to mobile homes and seemed to be isolated—more indicative of microbursts, small scale downburst winds. Some thunderstorm wind gusts combined with large hail to cause more extensive damage. The entire County is vulnerable to microbursts. The most vulnerable structures are mobile homes that are not anchored to the ground with either hurricane straps or tie down straps. Mobile homes are found in both communities (Gillette and Wright) and in rural areas across the County. Additional damage can result from unsecured objects around all types of structures that can become wind-borne debris. The frequency of these events based upon a history of 68	• Loss of income/business interruption • Large amounts of debris that require disposal • Secondary impacts such as fires and damaged infrastructure
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			events, in 50 years, is greater than one event per year.	
2.65 - Moderate	Drought	Natural Risk	Drought is by far our society's most costly natural weather-related disaster. It indirectly kills more people and animals than the combined effects of hurricanes, floods, tornadoes, blizzards, and wildfires. Unlike other disasters that quickly come and go, drought's long-term unrelenting destruction has been responsible for mass migrations and lost civilizations. The 1980 and 1988 droughts in the U.S. resulted in approximately 17,500 heat-related deaths and an economic cost of over \$100 billion. Drought occurs in four stages and is defined as a function of its magnitude (dryness), duration, and regional extent. Severity, the most commonly used term for measuring drought, is a combination of magnitude and duration. The first stage of drought is known as a meteorological drought. The conditions at this stage include any precipitation shortfall of 75% of normal for three months or longer.	Impacts from drought can include the following: • Economic losses to agricultural producers (crops and livestock) • Physical and mental health issues in those suffering losses • Water supply interruption for business and industry • Water quality problems • Reduced soil and vegetation moisture • Vegetation mortality, insect infestations • Impacts to fish and wildlife populations • Increase in wildland fires and associated losses

2.5 - Moderate	Earthquakes	Natural Risk	An earthquake is generally defined as a sudden motion or trembling in the earth caused by the abrupt release of slowly accumulated strain. The most common types of earthquakes are caused by movements along faults or by volcanic forces, although they can also result from explosions, cavern collapse, and other minor causes not related to slowly accumulated strains. In a statewide analysis, the third most impacted areas would be Big Horn, Albany, Sheridan, Platte, and Campbell counties. Total dollar loss in these counties is projected to be about \$203.2 million, with approximately \$60 million of that occurring in Campbell County. Six earthquakes have been recorded in Campbell county since May of 1967.	The U.S. Geological Survey identified tectonic provinces in the report “Probabilistic Estimates of Maximum Acceleration and Velocity in Rock in the Contiguous United States” (Algermissen and others, 1982). In that report, Campbell County was classified as being in a tectonic province with a “floating earthquake” maximum magnitude of 6.1. Geomatrix (1988b) suggested using a more extensive regional tectonic province, called the “Wyoming Foreland Structural Province,” which is approximately defined by the Idaho-Wyoming Thrust Belt on the west, 104° West longitude on the east, 40° North latitude on the south, and 45° North latitude on the north. Geomatrix (1988b) estimated that the largest “floating” earthquake in the “Wyoming Foreland Structural Province” would have a magnitude in the 6.0 — 6.5 range, with an average value of magnitude 6.25. A magnitude 6.25 “floating” earthquake, placed 15 kilometers from any structure in Campbell County, would generate horizontal accelerations of approximately 15% at the site. Placing a magnitude 6.25 earthquake at 15
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				kilometers from a site will provide a reasonable estimate of design ground accelerations in the northeastern and eastern parts of Campbell County, but will be inadequate in the southwestern part of the County. There are no known exposed active faults with a surficial expression in Campbell County. Based on past occurrences, Campbell County is likely to experience an earthquake approximately every ten years, however also based on past occurrences, the earthquakes have caused little to no damage.
3.25 - High	Landslides	Natural Risk	There are many types of landslides present in Wyoming. To properly describe landslide type, the Geologic Hazards Section of the Wyoming State Geological Survey (WSGS) developed a landslide classification modified from Varnes (1978) and Campbell (1985). There are five basic types of landslides that occur in three types of material. Falls, topples, slides, lateral spreads, and flows can occur in bedrock, debris, or earth. While individual landslide types can occur in nature, most landslides are complex,	Impacts possible from a landslide include: • Property damage to structures and vehicles • Damage to infrastructure to roads, railroad track, and pipelines • Injury • Loss of life • Flash flooding when creeks are dammed by landslides,

			or composed of combinations of basic types of landslides. The probability of a landslide causing damage in Campbell County is difficult to determine because of the poor historical data. Neither of the two incorporated communities in the County is in areas most vulnerable to landslides, although Gillette has had several landslide incidents including some litigation as a result of structural damage from landslides.	subsequent dam bursts
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XVII. Plan Adoption

Town of Wright – Approved plan on

Campbell County Commissioners – Approved plan on

City of Gillette – Approved plan on

XVIII. Record of Changes

This plan was originally adopted in December of 2017.
It was revised and updated in November of 2019.
It was revised and updated in November of 2021.

--- End of Plan ---

CERTIFICATION OF APPROVAL

**CAMPBELL COUNTY,
CITY OF GILLETTE
AND TOWN OF WRIGHT
JOINT EMERGENCY OPERATING PLAN**

This certifies the 2021 version of Joint Emergency Operations Plan (Joint EOP) has been accepted and approved by Campbell County as required by W.S. 19-13-108.

This plan supersedes all previous Emergency Operations Plans or similar documents.

Chairman, Campbell County Commissioners

County Clerk

Date of approval by the Campbell County Commissioners

David King
Campbell County Emergency Management Coordinator

Date

The following page(s) contain the backup material for Agenda Item: [9:25 Amendment One, CST Agreement Adult Treatment Courts](#)

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Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

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

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: Amendment One- Court Supervised Treatment- Adult Treatment Courts

DATE: 12/09/2021

Attached you will find Amendment One to the Contract between Wyoming Department of Health (WDH) and Campbell County for the Campbell County Adult Treatment Courts (ATC) Courts Supervised Treatment.

On August 17, 2021, an application was approved for the ATC to apply for funding to assist their program with CARF Accreditation for their substance abuse provider, field supervision software, and electronic devices for their Case Managers. \$14,300 was requested in the application.

WDH has awarded ATC \$14,300 to be used for the purposes included in their application. The enclosed document for signature is an amendment to the original Courts Supervised Treatment contract, dated June 3, 2021. WDH is amending this contract to add the awarded \$14,300, as specified above.

The document was reviewed by HR/Risk, County Attorney, and Grants, and no revisions were requested.

ATC asks that this amendment be placed on the Consent Agenda on the December 21, 2021, meeting, as the amendment is only for the award amount, all other terms, and conditions in the original June 3, 2021 contract, remain as approved.

Thank you.

**AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR
THE CAMPBELL COUNTY ADULT TREATMENT COURTS**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment Courts (Contractor), whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716. This Amendment pertains to the Court Supervised Treatment Program, Mental Health and Substance Abuse Services section of the Agency.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Agency and the Contractor. The purpose of this Amendment is to:
a) increase the total Contract dollar amount by fourteen thousand, three hundred dollars (\$14,300.00) to two hundred sixty-four thousand, nine hundred three dollars and eighty-six cents (\$264,903.86); and b) amend the responsibilities of the Contractor by replacing Attachment A, Statement of Work, with Attachment A1, Amended Statement of Work; and Attachment B, Invoice, with Attachment B1, Amended Invoice.

The original Contract, dated June 3, 2021, required the Contractor to provide substance use disorder treatment services as a sentencing alternative, in accordance with the Court Supervised Treatment Programs Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, Code of Federal Regulations (CFR) Title 42, and Agency policies and procedures for a total Contract amount of two hundred fifty thousand, six hundred three dollars and eighty-six cents (\$250,603.86) with an expiration date of June 30, 2022.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

- A. The second sentence of Section 4.A. of the original Contract is hereby amended to read as follows:

“The total payment under this Contract shall not exceed two hundred sixty-four thousand, nine hundred three dollars and eighty-six cents (\$264,903.86).”

- B. Section 4.B. of the original Contract is hereby amended in its entirety to read as follows:

“The total Contract amount in Section 4.A., above, includes two hundred fifty-seven thousand, five hundred twenty-one dollars and sixteen cents (\$257,521.16) for services listed in Attachment A1.”

5. **Amended Responsibilities of the Contractor.** Responsibilities of the Contractor are hereby amended as follows:

- A. As of the Effective Date of this Amendment, Attachment A, Statement of Work, which was attached to the original Contract, is superseded and replaced by Attachment A1, Amended Statement of Work, which is attached to this Amendment and incorporated into the original Contract by this reference. All references to “Attachment A” in the original Contract, and in any amendments thereto, are amended to read: “Attachment A1”.
- B. As of the Effective Date of this Amendment, Attachment B, Invoice, which was attached to the original Contract, is superseded and replaced by Attachment B1, Amended Invoice, which is attached to this Amendment and incorporated into the original Contract by this reference. All references to “Attachment B” in the original Contract, and in any amendments thereto, are amended to read: “Attachment B1”.

6. **Amended Responsibilities of the Agency.** Responsibilities of the Agency have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment 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 Amendment. Delivery by the Contractor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

8. **General Provisions.**

- A. **Entirety of Contract.** The original Contract, consisting of ten (10) pages; Attachment A, Statement of Work, consisting of four (4) pages; Attachment B, Invoice, consisting of one (1) page; Attachment C, Court Supervised Treatment Guidelines, consisting of fifteen (15) pages; Attachment D, Business Associate Agreement, consisting of six (6) pages; Attachment E, Data Management Plan, consisting of six (6) pages; this Amendment One, consisting of four (4) pages;

Attachment A1, Amended Statement of Work, consisting of five (5) pages; and Attachment B1, Amended Invoice, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

AGENCY:

Wyoming Department of Health, Behavioral Health Division

Stefan Johansson, Interim Director

Date

Matthew Petry, MPA, Senior Administrator

Date

CONTRACTOR:

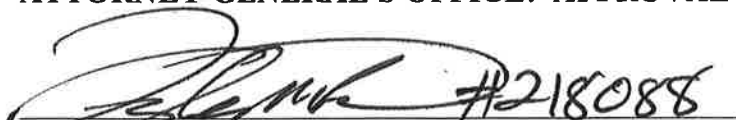
Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment Courts

Signature

Date

Printed Name and Title

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Tyler M. Renner, Senior Assistant Attorney General

12-07-2021
Date

Amended Statement of Work (SOW)
Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Board of Campbell County Commissioners as Governing Body for
Campbell County Adult Treatment Courts (Contractor)
For services to be provided from Effective Date through June 30, 2022

I. Purpose

The purpose of the Contract is to set forth the terms and conditions by which the Contractor shall provide substance use disorder treatment services as a sentencing alternative, in accordance with the Court Supervised Treatment (CST) Program Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, Code of Federal Regulations (CFR) Title 42, and Agency policies and procedures.

II. Definitions

- A. **Ancillary Services** - any service provided to the participant not directly related to substance abuse treatment
- B. **Participant Status** - status of the participant; i.e. pre-program, in-program, graduated, post-program, ineligible, suspended, terminated
- C. **Supervision Contacts** - any supervising individual; usually probation, parole, or monitoring agent; who has contact with the participant
- D. **Secondary Participants** - any relative who receives services of the CST Program in conjunction with the participant

III. Scope of Work

- A. **Corrective Action Plans and Withholding of Funds**
 - 1. Failure to comply with this SOW may result in the Contractor submitting a Corrective Action Plan (CAP) to the Agency within a specified time period, determined by the Agency. Failure to implement the CAP may result in the withholding of funds or termination of this Contract.
 - 2. The Agency may withhold full or partial payment to the Contractor for failure to submit any required forms, reports, information, or deliverables required to be submitted or completed in this Contract, SOW, and Attachments.
 - a. Payment may be withheld until the Contractor:
 - i. Submits the required reports, forms, and information;

- ii. Submits completed required reports, forms and information; or
- iii. Completes the requirements of this SOW

IV. Deliverables Table

TOTAL PAYMENT UNDER THE CONTRACT NOT TO EXCEED TWO HUNDRED SIXTY-FOUR THOUSAND, NINE HUNDRED THREE DOLLARS AND EIGHTY-SIX CENTS (\$264,903.86).

DELIVERABLE	TIMELINE
A. Maintain twenty-six (26) average participants each quarter, as awarded by the funding panel and reported on the designated data system	Report is due by the last business day of the month following the reported quarter within the Contract term
DELIVERABLE	TIMELINE
B. Enter data into the Agency designated data system including, but not limited to:	Report is due by the last business day of the month following the reported quarter within the Contract term
1. Participant statuses	
2. Number of screenings	
3. Demographic information	
4. Drug test quantities and results	
5. Days of sobriety	
6. Units and levels of treatment services	
7. Ancillary services	
8. Supervision contacts	
9. In-Program recidivism	
10. Post-Program recidivism	
11. Secondary participants	
12. Number of drug-free babies born in-Program	
DELIVERABLE	TIMELINE
C. Submit Unemployment Certificate of Good Standing	October 1, 2021
DELIVERABLE	TIMELINE
D. Submit Worker's Compensation Certificate of Good Standing	October 1, 2021
DELIVERABLE	TIMELINE
E. Submit independent financial audit report from previous fiscal year	January 31, 2022

Attachment A1
Amended Statement of Work

DELIVERABLE	TIMELINE
F. Submit an itemized year-end financial statement for the entire Program. The statement shall be signed by the Contractor's fiscal agent and submitted to the Agency	August 30, 2021
DELIVERABLE	TIMELINE
G. Report to Agency CST Program staff, by email at cstprogram@wyo.gov, any Sentinel Event that has occurred regarding the Contractor's clients or staff. Sentinel Events are those involving death or serious physical or psychological injury or risk thereof	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
H. Implement Program according to governing statutes, state rules and regulations, and state policies including, but not limited to the following:	Ongoing throughout Contract Term unless otherwise stated
1. Treatment contract requirements	
2. Drug testing requirements	
3. Monitoring requirements	
4. Utilizing match funds	
DELIVERABLE	TIMELINE
I. Maintain or exceed the following Program goals:	Ongoing throughout Contract Term unless otherwise stated
1. Fifty-nine percent (59%) or higher retention rate for participants	
2. Less than twelve percent (12%) in-Program recidivism	
3. Track post-Program recidivism for at least three (3) years for participants that have graduated or terminated from the Program	
4. One hundred percent (100%) compliance with a requirement for participants to have at least one hundred twenty (120) days of sobriety prior to graduation	
DELIVERABLE	TIMELINE
J. All members of the CST Program team and Substance Abuse Treatment Provider must meet training requirements as outlined in Attachment C, CST Program Guidelines, Key Component #9:	Ongoing throughout Contract Term unless otherwise stated
1. Submit verification of training hours for each team member	
DELIVERABLE	TIMELINE
K. National Accreditation	Ongoing throughout Contract Term unless otherwise stated
1. Ensure Substance Abuse Treatment Provider maintains appropriate national accreditation for substance use disorder services provided under this Contract	

Attachment A1
Amended Statement of Work

DELIVERABLE	TIMELINE
L. State Certification	
1. Ensure Substance Abuse Treatment Provider maintains appropriate state certification for substance use disorder services provided under this Contract	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
M. Continue to Implement CST Guidelines, outlined in Attachment C	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
N. Budget	
1. Submit revised budget based on this Contract amount	July 31, 2021
2. Submit budget revision requests as necessary after revised budget has been submitted to the Agency	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
O. Coordinator's Meeting	
1. Contractor's Program coordinator shall attend annual Coordinator's meeting if offered by the Agency	Date to be determined by Agency, notice will be provided thirty (30) days in advance
DELIVERABLE	TIMELINE
P. Submit Attachment B1, Amended Invoice, and Supporting Expenditure documentation for payment	The 25 th business day of each month through Contract Term
DELIVERABLE	TIMELINE
Q. Special Projects	Not to exceed \$14,300.00
1. Work to obtain Commission on Accreditation of Rehabilitation Facilities accreditation for new treatment provider	Ongoing throughout Contract Term unless otherwise stated
2. Obtain Corrisoft Licensing Agreement to monitor participants electronically	
3. Obtain electronic devices and software for case managers to monitor participants electronically	

V. Changes to SOW

The Contractor shall submit a written request to the Agency if changes to the SOW are desired. The written request shall include the changes being offered and the reason for the changes. The Agency shall review the request and any additional information provided

Attachment A1
Amended Statement of Work

regarding the changes, and shall provide the Contractor with written notice of acceptance or denial of said request within thirty (30) days.

In the event it is determined by the Agency that a change to the SOW is required, a contract amendment shall be made to this Contract in accordance with Section 7.A. of the Contract.

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CST Program Annual Budget

FY22

CST Program Name:	Campbell County Adult Treatment Court
CST Program Address:	500 S. Gillette Ave Suite 2500
CST Program City, State, Zip:	Gillette, WY 82716
CST Program Contact:	Chad Beeman
CST Program Contact Title:	Coordinator
CST Program Email:	chad.beeman@campbellcountyywy.gov
CST Program Contact Phone:	307-687-6472
CST Program Contact Fax:	307-687-6376

Remit Payment To:

Campbell County Treasurer

Please note that internet service, telephone/cell phone, and office space expenses are no longer allowable under the state grant. Local funds need to be utilized for these expenses.

FUNDING SOURCES and AMOUNTS	Requested State Funds	Local Funds	In-Kind	Federal Funds	Program Participant Fees	Other (City & County Funds or Other State Funds/Salaries)	Total Match and Other Funds Available to the CST Program
ADMINISTRATIVE		REQUIRED MATCH DOLLARS					
Salaries and Wages (Not including Treatment / Supervision)							\$0.00
Employee Benefits (Not including Treatment/Supervision)							\$0.00
Professional Services Fees (Please Specify)							\$0.00
Internet Service							\$0.00
Telephone/Cell Phone							\$0.00
Office Supplies							\$0.00
Computer Software							\$0.00
Photocopier							\$0.00
Postage							\$0.00
Office Space							\$0.00
Audit Costs							\$0.00
Professional Services Contract (Please Specify)							\$0.00
TRAVEL/TRAINING							
Travel In-State							\$0.00
Travel Out-of-State							\$0.00
Training Fees/Registration fees							\$0.00
Training Materials							\$0.00
Location Fees							\$0.00
Client Transportation							\$0.00
Community Training							\$0.00
TREATMENT/SUPERVISION							
Substance Abuse Treatment							\$0.00
Substance Abuse Treatment Salaries and Wages (if applicable)							\$0.00
Substance Abuse Treatment Employee Benefits (if applicable)							\$0.00
Mental Health and/or Other Counseling Services							\$0.00
Educational Program							\$0.00
Educational Materials							\$0.00
Drug Testing Supplies							\$0.00
Drug Testing (On-site and Confirmation)							\$0.00
Monitoring (Electronic)							\$0.00
Graduation and Incentives							\$0.00
Family Activities							\$0.00
National Accreditation Not in Contract							\$0.00
Quality of Life Dollars							\$0.00
MISCELLANEOUS EXPENSES (Please Specify)							
A. National Accreditation							\$0.00
B. Contract Amount Drug Testing/Supplies	\$7,382.70						\$0.00
C. Surcharge	\$14,900.00						\$0.00
Line Totals	\$21,682.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total State Funds Request	\$	\$	21,682.70				
TOTAL MATCH USED AGAINST GRANT							
Total Budget							\$ 21,682.70
Match percentage							0%

CB # 212811

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR
THE CAMPBELL COUNTY ADULT TREATMENT COURTS**

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment Courts (Contractor), whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716. This Contract pertains to the Court Supervised Treatment Program, Mental Health and Substance Abuse Services section of the Agency.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide substance use disorder treatment services as a sentencing alternative, in accordance with the Court Supervised Treatment Programs Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, Code of Federal Regulations (CFR) Title 42, and Agency policies and procedures, which are incorporated into this Contract by this reference.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2021, or Effective Date, whichever is later, through June 30, 2022. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Section 5 below and in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed two hundred fifty thousand, six hundred three dollars and eighty-six cents (\$250,603.86). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Attachment B, Invoice, is attached to and incorporated into this Contract by this reference. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. The total Contract amount in Section 4.A., above, includes two hundred forty-three thousand, two hundred twenty-one dollars and sixteen cents (\$243,221.16) for services listed in Attachment A.
 - C. The total Contract amount in Section 4.A., above, includes seven thousand, three hundred eighty-two dollars and seventy cents (\$7,382.70) to be used for drug testing supplies and testing services.

- D. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.
- E. Upon written notice of unusual circumstances from the Contractor that temporarily affect the Contractor's ability to fulfill the requirements of this Contract, the Agency may authorize payment if, in the sole judgement of the Agency, the circumstances warrant payment.
- F. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.

5. **Responsibilities of Contractor.** The Contractor agrees to:

- A. Provide the services, supports, reports, and data as described in Attachment A and Attachment B.
- B. Comply with the duties outlined in Attachment C, Court Supervised Treatment Guidelines, which is attached to and incorporated into this Contract by this reference.
- C. Comply with the duties outlined in Attachment D, Business Associate Agreement, which is attached to and incorporated into this Contract by this reference.
- D. Comply with the duties outlined in Attachment E, Data Management Plan, which is attached to and incorporated into this Contract by this reference.

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

- A. Pay Contractor in accordance with Section 4 above.
- B. Consult with and advise the Contractor, as necessary, about the requirements of the Contract.
- C. Utilize data collected for reporting and decision-making.

7. **General Provisions.**

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

- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor 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 Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- H. Confidentiality of Information.** All documents, data compilations, and reports owned by the Agency under the terms of this Contract shall be kept confidential by

the Contractor unless written permission is granted by the Agency for its release. If Contractor receives a request for information owned by the Agency, Contractor shall notify the Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Agency. In all cases, Contractor shall ensure the confidentiality of information about clients by implementing the requirements of 42 CFR 2.31; and comply with the requirements of Wyo. Stat. § 7-13-1610.

- I. **Entirety of Contract.** This Contract, consisting of ten (10) pages; Attachment A, Statement of Work, consisting of four (4) pages; Attachment B, Invoice, consisting of one (1) page; Attachment C, Court Supervised Treatment Guidelines, consisting of fifteen (15) pages; Attachment D, Business Associate Agreement, consisting of six (6) pages; and Attachment E, Data Management Plan, consisting of six (6) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control, with the exception of that contained in Attachment D, Business Associate Agreement.
- J. **Ethics.** Contractor 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 Contractor's profession.
- K. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. **Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole

responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor 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 Contractor 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 Contractor or the Contractor's agents or employees as a result of this Contract.

- O. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- Q. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, and reports submitted to the data system designated by the Agency in relation to the performance of this Contract. Upon termination of this Contract for any reason, Contractor agrees to submit a final report of all data not submitted to the data system designated by the Agency. Contractor owns all information not explicitly stated in Attachment A that is collected and maintained for the purpose of providing services pursuant to Wyo. Stat. §§ 7-13-1601 through 1615. Contractor agrees to submit information contained in the records designated by the Agency to the Agency as required by the reporting requirements of this Contract. Otherwise, the parties agree that Contractor remains solely responsible for the confidentiality, integrity, availability, maintenance, storage, and destruction of records owned by Contractor.
- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- S. Insurance Requirements.**

- (i) During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Contractor shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

T. Insurance Coverage. The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence;
 - (b) \$1,000,000.00 personal injury and advertising injury;
 - (c) \$2,000,000.00 general aggregate; and

- (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse, and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Contractor's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Contractor shall provide the Agency with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Contractor through the Wyoming Department of Workforce Services' workers' compensation program, Contractor shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.

- (iii) Unemployment Insurance. The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Contractor shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.
- (iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.

- U. **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 Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.

- V. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- W. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign 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. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Contractor, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract or any attachments or documents incorporated by reference will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- X. **Taxes.** The Contractor 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.
- Y. **Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- Z. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- AA. **Time is of the Essence.** Time is of the essence in all provisions of this Contract.

- BB. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- CC. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- DD. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:

Wyoming Department of Health, Behavioral Health Division


Stefan Johansson, Interim Director

6-3-21
Date


Matthew Petry, MPA, Senior Administrator

06/03/21
Date

CONTRACTOR:

Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment Courts

Signature

Date

Printed Name and Title

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Tyler M. Renner, Senior Assistant Attorney General

05-24-2021
Date

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

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

AGENCY:

Wyoming Department of Health, Behavioral Health Division


Stefan Johansson, Interim Director

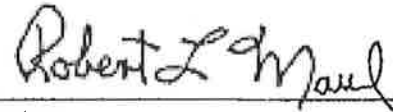
6-3-21
Date


Matthew Petry, MPA, Senior Administrator

06/03/21
Date

CONTRACTOR:

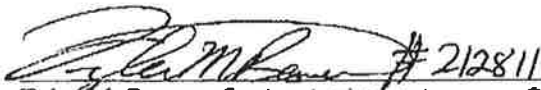
Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment Courts


Signature

6/2/21
Date

ROBERT MAUL, CHAIRMAN
Printed Name and Title

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #212811
Tyler M. Renner, Senior Assistant Attorney General

05-24-2021
Date

Attachment A
Statement of Work

Statement of Work (SOW)

Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Board of Campbell County Commissioners as Governing Body for
Campbell County Adult Treatment Courts (Contractor)

For services to be provided from July 1, 2021, or Effective Date, whichever is later, through
June 30, 2022

I. **Purpose**

The purpose of the Contract is to set forth the terms and conditions by which the Contractor shall provide substance use disorder treatment services as a sentencing alternative, in accordance with the Court Supervised Treatment (CST) Program Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, Code of Federal Regulations (CFR) Title 42, and Agency policies and procedures.

II. **Definitions**

- A. **Ancillary Services** - any service provided to the participant not directly related to substance abuse treatment
- B. **Participant Status** - status of the participant; i.e. pre-program, in-program, graduated, post-program, ineligible, suspended, terminated
- C. **Supervision Contacts** - any supervising individual; usually probation, parole, or monitoring agent; who has contact with the participant
- D. **Secondary Participants** - any relative who receives services of the CST Program in conjunction with the participant

III. **Scope of Work**

- A. **Corrective Action Plans and Withholding of Funds**
 - 1. Failure to comply with this SOW may result in the Contractor submitting a Corrective Action Plan (CAP) to the Agency within a specified time period, determined by the Agency. Failure to implement the CAP may result in the withholding of funds or termination of this Contract.
 - 2. The Agency may withhold full or partial payment to the Contractor for failure to submit any required forms, reports, information, or deliverables required to be submitted or completed in this Contract, SOW, and Attachments.
 - a. Payment may be withheld until the Contractor:
 - i. Submits the required reports, forms, and information;

Attachment A - Statement of Work

Contract between Wyoming Department of Health, Behavioral Health Division
and Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment
Courts

Attachment A
Statement of Work

- ii. Submits completed required reports, forms and information; or
- iii. Completes the requirements of this SOW

IV. Deliverables Table

TOTAL PAYMENT UNDER THE CONTRACT NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND, SIX HUNDRED THREE DOLLARS AND EIGHTY-SIX CENTS (\$250,603.86).

DELIVERABLE	TIMELINE
A. Maintain twenty-six (26) average participants each quarter, as awarded by the funding panel and reported on the designated data system	Report is due by the last business day of the month following the reported quarter within the Contract term
DELIVERABLE	TIMELINE
B. Enter data into the Agency designated data system including, but not limited to:	Report is due by the last business day of the month following the reported quarter within the Contract term
1. Participant statuses	
2. Number of screenings	
3. Demographic information	
4. Drug test quantities and results	
5. Days of sobriety	
6. Units and levels of treatment services	
7. Ancillary services	
8. Supervision contacts	
9. In-Program recidivism	
10. Post-Program recidivism	
11. Secondary participants	
12. Number of drug-free babies born in-Program	
DELIVERABLE	TIMELINE
C. Submit Unemployment Certificate of Good Standing	October 1, 2021
DELIVERABLE	TIMELINE
D. Submit Worker's Compensation Certificate of Good Standing	October 1, 2021
DELIVERABLE	TIMELINE
E. Submit independent financial audit report from previous fiscal year	January 31, 2022

Attachment A
Statement of Work

DELIVERABLE	TIMELINE
F. Submit an itemized year-end financial statement for the entire Program. The statement shall be signed by the Contractor's fiscal agent and submitted to the Agency	August 30, 2021
DELIVERABLE	TIMELINE
G. Report to Agency CST Program staff, by email at cstprogram@wyo.gov, any Sentinel Event that has occurred regarding the Contractor's clients or staff. Sentinel Events are those involving death or serious physical or psychological injury or risk thereof	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
H. Implement Program according to governing statutes, state rules and regulations, and state policies including, but not limited to the following:	Ongoing throughout Contract Term unless otherwise stated
1. Treatment contract requirements	
2. Drug testing requirements	
3. Monitoring requirements	
4. Utilizing match funds	
DELIVERABLE	TIMELINE
I. Maintain or exceed the following Program goals:	Ongoing throughout Contract Term unless otherwise stated
1. Fifty-nine percent (59%) or higher retention rate for participants	
2. Less than twelve percent (12%) in-Program recidivism	
3. Track post-Program recidivism for at least three (3) years for participants that have graduated or terminated from the Program	
4. One hundred percent (100%) compliance with a requirement for participants to have at least one hundred twenty (120) days of sobriety prior to graduation	
DELIVERABLE	TIMELINE
J. All members of the CST Program team and Substance Abuse Treatment Provider must meet training requirements as outlined in Attachment C, CST Program Guidelines, Key Component #9:	Ongoing throughout Contract Term unless otherwise stated
1. Submit verification of training hours for each team member	
DELIVERABLE	TIMELINE
K. National Accreditation	Ongoing throughout Contract Term unless otherwise stated
1. Ensure Substance Abuse Treatment Provider maintains appropriate national accreditation for substance use disorder services provided under this Contract	

Attachment A
Statement of Work

DELIVERABLE	TIMELINE
L. State Certification	
1. Ensure Substance Abuse Treatment Provider maintains appropriate state certification for substance use disorder services provided under this Contract	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
M. Continue to Implement CST Guidelines, outlined in Attachment C	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
N. Budget	
1. Submit revised budget based on this Contract amount	July 31, 2021
2. Submit budget revision requests as necessary after revised budget has been submitted to the Agency	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
O. Coordinator's Meeting	
1. Contractor's Program coordinator shall attend annual Coordinator's meeting if offered by the Agency	Date to be determined by Agency, notice will be provided thirty (30) days in advance
DELIVERABLE	TIMELINE
P. Submit Attachment B, Invoice, and Supporting Expenditure documentation for payment	The 25 th business day of each month through Contract Term

V. Changes to SOW

The Contractor shall submit a written request to the Agency if changes to the SOW are desired. The written request shall include the changes being offered and the reason for the changes. The Agency shall review the request and any additional information provided regarding the changes, and shall provide the Contractor with written notice of acceptance or denial of said request within thirty (30) days.

In the event it is determined by the Agency that a change to the SOW is required, a contract amendment shall be made to this Contract in accordance with Section 7.A. of the Contract.

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CST Program Ar Budget

FY22

Remit Payment To:

CST Program Name:	
CST Program Address:	
CST Program City, State, Zip:	
CST Program Contact:	
CST Program Contact Title:	
CST Program Email:	
CST Program Contact Phone:	
CST Program Contact Fax:	

FUNDING SOURCES and AMOUNTS	Requested State Funds	Local Funds	In-Kind	Federal Funds	Program Participant Fees	Other (City & County Funds or Other State Funds/Salaries)	Total Match and Other Funds Available to the CST Program
ADMINISTRATIVE		REQUIRED MATCH DOLLARS					
Salaries and Wages (Not including Treatment / Supervision)							\$0.00
Employee Benefits (Not including Treatment/Supervision)							\$0.00
Professional Services Fees (Please Specify)							\$0.00
Internet Service							\$0.00
Telephone/Cell Phone							\$0.00
Utilities							\$0.00
Vehicle Expenses/Maintenance							\$0.00
Office Supplies							\$0.00
Computer Hardware							\$0.00
Computer Software and/or Supplies							\$0.00
Photocopier							\$0.00
Postage							\$0.00
Advertising							\$0.00
Equipment Maintenance							\$0.00
Equipment Rental/Purchase							\$0.00
Office Space							\$0.00
Construction Costs							\$0.00
Grant Writing							\$0.00
Case Management System							\$0.00
Audit Costs							\$0.00
Professional Services Contract (Please Specify)							\$0.00
Program Evaluation							\$0.00
TRAVEL/TRAINING							
Travel In-State							\$0.00
Travel Out-of-State							\$0.00
Training Fees							\$0.00
Miscellaneous Meeting Expenses							\$0.00
Client Transportation							\$0.00
Community Training							\$0.00
TREATMENT/SUPERVISION							
Substance Abuse Treatment							\$0.00
Substance Abuse Treatment Salaries and Wages (if applicable)							\$0.00
Substance Abuse Treatment Employee Benefits (if applicable)							\$0.00
Mental Health and/or Other Counseling Services							\$0.00
Educational Program							\$0.00
Educational Materials							\$0.00
Drug Testing Supplies							\$0.00
Drug Testing (On-site and Confirmation)							\$0.00
Monitoring (Electronic)							\$0.00
Graduation and Incentives							\$0.00
Family Activities							\$0.00
National Accreditation Not in Contract							\$0.00
Other Program Materials							\$0.00
MISCELLANEOUS EXPENSES (Please Specify)							
A. Quality of Life Dollars							\$0.00
B. State Approved \$7500 for CARF							\$0.00
C. Contract Amount Drug Testing/Supplies	\$7,382.70						\$0.00
Line Totals	\$7,382.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total State Funds Requested

7,382.70

TOTAL MATCH USED AGAINST GRANT

Attachment C
Court Supervised Treatment Guidelines

Wyoming Department of Health
Behavioral Health Division
Court Supervised Treatment Program Guidelines

Attachment C
Court Supervised Treatment Guidelines

Definitions

The following definitions shall apply in the interpretation and enforcement of these Guidelines.

- 1 "Dangerous substances" is defined by Wyo. Stat. Ann. § 33-24-125.
- 2 "Diluted sample" means a urine sample where the creatinine value is below 20 mg/dl due to excessive fluid consumption.
- 3 "Participating agencies" means agencies who provide members of the team as listed in Wyo. Stat. Ann. § 7-13-1609(a) and any other agency that augments Court Supervised Treatment (CST) Program services.
- 4 "Agency" means Wyoming Department of Health, Behavioral Health Division, CST Program
- 5 "Contractor" as defined by the Contract, Section 1. Parties.

Key Component #1: Contractor shall integrate alcohol and other drug treatment services with justice system case processing.

1-1: Contractor shall meet the minimum standards of the judicial branch listed in Wyo. Stat. Ann. §7-13-1604 and the Rules Governing Judicial Participation in CST programs, which require the cooperation and support of many other agencies and programs.

1-2: Contractor shall align with, and not contradict or supersede, generalized judicial statutes legislated and determined by the State. Contractor shall work cooperatively with local, traditional court systems to enhance appropriate referrals and to coordinate court schedules and hearings.

1-3: Participating Agency staff designated to the Contractor shall be assigned based on personal interest in the CST Program, interpersonal skills, motivation, and professional abilities or licensure. Staff job descriptions shall include the CST Program role and responsibilities.

1-4: Contractor shall create clear job descriptions, including duties and expectations, for each member and role of the team. Job descriptions shall be reviewed annually and revised as necessary. Team members shall have access to all other members' job descriptions. Policies and procedures related to job duties shall be developed and reviewed annually. Contractor teams shall strive to maintain appropriate competencies in each team role. An example of possible competencies can be found in the "Core Competencies Guide Adult Drug Court Planning Initiative (DCPI) Trainings" produced by the National Drug Court Institute.

1-5: Participating agencies should make staff assignments to the CST Program for a minimum of two (2) years to ensure stability and continuity of day-to-day operations and to strengthen collaborative relationships between the key professionals.

1-6: Each team shall consist of the members listed in Wyo. Stat. Ann. § 7-13-1609(a).

1-7: Contractor shall adopt written policies and procedures for staff responsible for probation or surveillance duties. Nothing in this section, or in the Contractor's policies and procedures created in response to this section, shall be construed to limit the statutorily allowed powers of certified officers who are fulfilling probation or surveillance duties on behalf of the CST Program.

Attachment C
Court Supervised Treatment Guidelines

1-8: The judicial branch and participating agencies should support the Contractor by making appropriate adjustments to internal policies, practices, and procedures to ensure successful day-to-day operation of the CST Program.

1-9: Contractor shall:

- a. Require agency-wide communication and cooperation among dedicated CST Program personnel, including treatment providers, in a timely manner.
- b. Cooperate with the collection and maintenance of statistical and evaluation information based on statewide standards.

1-10: The Contractor's team and board of directors, where a program has a board of directors, shall collaboratively develop, review, and agree upon all aspects of CST Program operations. The team shall create a written policy and procedures manual and review it annually. The policy and procedures manual shall be amended if necessary.

- a. Contractor shall use validated, complete assessment tools to measure risk, needs, responsivity, and protective factors for each participant prior to Program entry.
- b. Contractor shall provide, either in house or by contract, manualized treatment curriculums, with fidelity to the model, which are recognized as consistent with best practice standards. Programs are encouraged to add content to a manualized treatment curriculum to effect greater participant interest and engagement.
- c. Contractor shall avoid the interaction of participants with low and high-risk needs.
- d. Screening and assessment results shall be used for both CST Program eligibility and to determine level and type of care and supervision. Screening and diagnosis of clinical needs should take place prior to Program entry.

1-11: All CST Program team members shall attend and participate at each scheduled pre-court staff meeting and status hearing in accordance with Wyo. Stat. Ann. § 7-13-1609(b). At a minimum, pre-court staff meetings shall occur at the same frequency as, and in advance of, scheduled status hearings and the entire Program team shall be in attendance. The meetings should happen two (2) times per month, at a minimum.

1-12: Contractor shall not discriminate based on any individual's race, ethnicity, gender, gender identification, sexual orientation, sexual identity, physical or mental disability, religion, drug of choice, or socioeconomic status.

1-13: Contractor shall have a written consent or release of information form in accordance with Wyo. Stat. Ann. § 7-13-1607(c); participants provide voluntary and informed consent about what information will be shared between team members. Participants shall be informed of any exceptions, including mandatory reporting of explicit safety concerns or as specified by law.

1-14: Contractor shall follow all confidentiality laws and practices. (See, Public Health Service Act, 42 U.S.C. 290dd-2 and 290ee-3; and federal regulations at 42 C.F.R. Part 2). CST Program information and records shall remain confidential, except as authorized for disclosure under these standards and as allowed for in law, as authorized for the purposes of research or evaluation. The CST Program Judge, in conjunction with the CST Program Manager, shall supervise the application of confidentiality laws and standards in the CST Program.

Attachment C
Court Supervised Treatment Guidelines

1-15: Contractor shall receive training on federal and Wyoming confidentiality requirements, to include Wyo. Stat. Ann. § 7-13-1610 and Wyo. Stat. Ann. § 35-2-606, and how they affect CST Program practitioners and contractors.

1-16: Contractor shall collect, enter, and maintain any statistical information or data required by the State or as directed by the Contract.

Key Component #2: Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.

2-1: A prosecutor (District Attorney) and a defense counsel shall be assigned as members of the CST Program team and shall participate in the design, implementation, and operations of the CST Program.

2-2: The prosecutor and defense counsel shall work to create a sense of stability, cooperation, and collaboration in pursuit of the Contractor's goals. The pursuit of justice, as well as the preservation of the constitutional rights of CST Program participants, shall be ensured by both attorneys.

2-3: The prosecutor and defense counsel shall consistently attend team meetings (pre-court staff meetings and status hearings).

2-4: The prosecutor shall assist in determining whether a defendant is eligible for entry to the CST Program; agree that a positive drug test or open court admission of drug use should not result in the filing of additional drug charges; and work collaboratively with the team to decide on a team response to participant behavior including incentives, sanctions, or when termination from the CST Program is warranted.

2-5: The CST Program participant's defense counsel shall review the police reports, arrest warrant, charging document, all CST Program documents, and other relevant information; advise the defendant as to the nature and purpose of the CST Program, the rules governing participation, the merits of the CST Program, the consequences of failing to abide by the CST Program rules, and how participation or non-participation will affect his interests; provide a list of and explain all of the rights the defendant will temporarily or permanently relinquish; and advise the defendant on alternative options. The defendant's defense counsel shall explain that the prosecution has agreed that a positive drug test or admission to drug use in open court should not lead to additional charges; encourage truthfulness with the judge and treatment staff; and inform the defendant they will be expected to take an active role in status hearings, including speaking directly to the judge as opposed to doing so through an attorney. The CST Program defense counsel shall work collaboratively with the team to decide on team response to participant behavior including incentives, sanctions, and when or whether termination from the CST Program is warranted.

2-6: Both the prosecution and the defense attorney shall perform their tasks as part of the CST Program eligibility and admission process as swiftly as possible, including working with stakeholders in the legal system to shorten the time to entry into the CST Program.

Key Component #3: Eligible participants are identified early and promptly placed into the CST Program.

Attachment C
Court Supervised Treatment Guidelines

3-1: Consideration for admission to the CST Program shall be limited to potential participants who meet the criteria established under Wyo. Stat. Ann. § 7-13-1607(a) & (b).

3-2: Participant eligibility requirements and intake and referral standards shall be defined objectively, agreed upon by all members of the Contractor team, included in writing as part of the Contractor's policies and procedures, and communicated to potential referral sources and shall meet the requirements established under Wyo. Stat. Ann. § 7-13-1607(c).

3-3: Contractor shall monitor and address, if identified, whether equivalent access and retention is available to individuals who have historically experienced sustained or reduced social opportunities because of their race, ethnicity, gender, sexual orientation, sexual identification, physical or mental disability, religion, or socioeconomic status and ensure that those individuals receive the same opportunities as other individuals to participate and succeed in the CST Program.

3-4: Contractor shall target individuals classified as high risk and high need with alternate tracks for other risks and needs.

3-5: Assessment for substance use disorder and other treatment needs shall be conducted by a treatment staff member(s) licensed or certified through the Wyoming Mental Health Professionals Licensing Board.

3-6: The Contractor shall use validated clinical assessments for service planning and to address treatment and complementary service needs.

3-7: Participants shall be screened for CST Program eligibility as soon as possible by designated members of the Contractor's team, as identified by Contractor's policies and procedures. Contractor shall have participants begin the Program as soon as possible.

3-8: Participants considered for the CST Program shall be promptly advised about the Program, including the requirements, scope, and potential benefits and effects on their case.

3-9: Contractor shall accept individuals with serious mental health disorders, co-occurring disorders, and medical conditions. Exclusion of a person with serious mental health disorders, co-occurring disorders, and medical conditions shall be documented with sound reasoning, which shall not conflict with the American Disabilities Act or the Olmstead decision (119 S.Ct. 2176).

3-10: Contractor shall maintain an appropriate caseload based on the capacity to effectively serve all participants in compliance with these standards.

3-11: All participants shall receive a participant handbook upon accepting the terms of participation and entering the CST Program. Receipt of the participant handbook shall be acknowledged through a signed form and documented in the Contractor's file.

Key Component #4: Contractor provides access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.

4-1: CST Program participants shall be required to participate in a comprehensive and integrated program of alcohol, drug, and other related treatment and rehabilitation services and recovery services, based on individual participant need as approved by the Contractor.

Attachment C
Court Supervised Treatment Guidelines

4-2: The primary goal of the CST Program shall be abstinence from alcohol, drugs, and other dangerous substances and developing a life of recovery, consistent with the judicial requirements of the Program and Wyo. Stat Ann. § 7-13-1603(b).

4-3: Contractor services shall be provided in a gender appropriate, culturally competent, and trauma informed manner.

4-4: A single State certified treatment agency shall provide the primary treatment services and should communicate with the treatment providers who work with participants from other agencies in order to assure participant needs are being appropriately addressed.

4-5: Contractor shall offer a comprehensive range of treatment and recovery services based on individual needs. The standards for the treatment program for a CST Program shall be in accordance with State statutes and the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section, which are incorporated into the Contract by this reference. Overall duration and amount of treatment and recovery services for participants shall be based on the individual's American Society of Addiction Medicine (ASAM) placement criteria and on the individual's risk and needs determined by validated standardized assessments.

4-6: Contractor shall offer to, or facilitate the referral of, a participant to the following treatment modalities and components, as needed:

- a. The modalities and components listed in the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section.
- b. Trauma informed care.
- c. Stable living: housing, education, and employment needs.
- d. Hepatitis, HIV, and sexually transmitted disease education, testing, and counseling.
- e. Treatment of mental illness.
- f. Criminal thinking programming.

4-7: The Contractor's treatment providers shall incorporate services and training consistent with the CST Program model and treatment best practices for all staff who work with CST participants.

4-8: When a Contractor has a waiting list, the Contractor shall implement treatment readiness programs for participants who are on the Program waiting list.

4-9: Contractor shall incorporate a court based phase or level system based upon risk and need levels. Individuals with different risk and need levels may attend the same group therapies but shall have differing supervision levels according to risk and need levels.

4-10: Contractor shall use standardized, manualized, behavioral or cognitive-behavioral, evidence-based treatment programming, implemented with fidelity, to ensure quality and effectiveness of services and to guide practice.

4-11: Participants shall not be incarcerated to achieve clinical or social service objectives. The Contractor's team shall only recommend incarceration consistent with Wyo. Stat. Ann. §7-13-1608(b).

Attachment C
Court Supervised Treatment Guidelines

4-12: Advancement within, and graduation from, the CST Program shall be based upon the participant satisfying the established minimum criteria.

4-13: Successful discharge or termination from the CST Program shall occur with the final approval of the CST Program Judge, in collaboration with the Contractor's team, in accordance with Wyo. Stat. Ann. § 7-13-1608(c).

4-14: To ensure adequate client safety and care, the Contractor's treatment providers shall have a quality assurance program designed to evaluate the quality of care provided and promote efficient and effective services.

4-15: Contractor shall follow best practices regarding medication assisted treatment (MAT), including utilizing appropriately licensed medical professionals.

4-16 Participants shall attend self-help or peer support groups as indicated, based on treatment provider assessment and court approval.

4-17: Contractor's treatment providers shall comply with the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section and any other applicable state and federal laws and shall provide services in accordance with the established scope of services and standards of the CST Program.

4-18: Alcohol and drug testing of participants shall be conducted in accordance with Wyo. Stat. Ann. § 7-13-1612.

4-19: Contractor's treatment provider shall designate a staff member(s) who is licensed or certified through the Wyoming Mental Health Professionals Licensing Board and who shall be present at all CST Program sessions to report on participants' progress, compliance, etc. The staff member shall be adequately aware of the participants' status to report accurately to the CST Program Judge.

4-20: Contractor's treatment provider shall provide reports, as defined in a memorandum of understanding (MOU), contract, or internal policy, of participants' assessments, attendance at treatment sessions, progress reports, and discharge summaries.

Key Component #5: Abstinence is monitored by frequent alcohol and other-drug testing.

5-1: Results of drug testing shall be used by Contractor to determine:

- a. If a participant is progressing satisfactorily.
- b. If a case plan needs modifying.
- c. Appropriate incentives or sanctions.
- d. Appropriate treatment level of care.
- e. Therapeutic adjustments.
- f. Whether a participant should be terminated or graduated from the CST program.

5-2: Evidence of a drug test result should not be used as evidence of a new crime or as the sole basis for probation violations.

Attachment C
Court Supervised Treatment Guidelines

5-3: Contractor shall adopt written policies and procedures documenting drug testing protocols and following the standards as described in these Guidelines and the included Appendix A.

5-4: Contractor shall implement a standardized system in which participants will participate in drug testing. Testing shall be administered randomly and unpredictably in accordance with Wyo. Stat. Ann. § 7-13-1612. Testing shall occur on weekdays, weekends, and holidays. As treatment dosage and supervision is reduced, drug testing shall be maintained until the participant has shown significant progress in meeting target behaviors including relapse prevention skills.

5-5: Contractor shall utilize urinalysis as the primary method of drug testing; a variety of alternative methods may be used to supplement urinalysis including breath, blood, hair, and saliva testing, patch, and electronic monitoring. Contractor shall use scientifically valid and reliable testing procedures.

5-6: All urine test samples shall be examined for dilution and adulteration. In the event the participant provides a diluted, altered, or positive sample, or fails to submit a sample, this information shall be communicated with the Contractor's team immediately and shall be responded to as a participant falsehood or tampering with evidence.

Key Component #6: A coordinated strategy governs Contractor's response to participants' compliance.

6-1: Contractor shall have a formal system of responses to participant behavior—including therapeutic adjustments, incentives, and sanctions—established in writing and included in the Contractor's policy and procedure manual in accordance with the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section. The Contractor shall provide these Guidelines to team members for use in pre-court staff meetings.

6-2: A therapeutic adjustment means an adjustment to a treatment plan where participants are compliant with treatment and supervision requirements, but are otherwise not responding to treatment interventions. In this case, the participant shall be reassessed and the treatment plan adjusted accordingly. Only the treatment provider may recommend specific therapeutic adjustments to the judge. The CST Program Judge shall make the final decision regarding the incentive, sanction, or therapeutic adjustment.

6-3: Phase promotion shall be predicated on the achievement of realistic and defined behavioral objectives, such as completing a treatment regimen and remaining drug and alcohol-abstinent for a specific period of time. Incentives and sanctions may change over time as participants advance through the phases of the Program. It is best practice to use a number of incentives equal to or greater than the number of sanctions.

6-4: Before entering the CST Program, participants shall be informed in writing and verbally about the types of incentives and sanctions used in the CST Program and the types of behaviors that result in a range of incentives, sanctions, and therapeutic adjustments. Participants shall not be provided with a "grid" that specifies a particular response for each type of behavior.

6-5: The formal system of responses to participant behavior shall be organized on a gradually escalating scale, offering a range of options, applied in a consistent and appropriate manner to match individual participant conduct, level of compliance, and risk and need level. The

Attachment C
Court Supervised Treatment Guidelines

Contractor's team should consider proximal and distal goals in determining the appropriate response to participant behavior.

6-6: Incentives, sanctions, and therapeutic adjustments shall be tailored to the individual participant by obtaining information about the participant during the assessment process, through conversations in pre-court staff meetings, and with the participant in court and case management meetings.

6-7: Information regarding incidents of participant noncompliance shall be communicated as soon as possible, including between court staffings, to all members of the Contractor's team to coordinate an appropriate response to the noncompliance incident.

6-8: Responses to participant noncompliance shall come as close in time as possible to the targeted behavior.

6-9: Responses to behavior shall be certain, fair, and of the appropriate intensity. All responses shall focus on specific behaviors and be administered with a clear direction for the desired behavior change.

6-10: Consequences shall be imposed for the nonmedical use of intoxicating or addictive substances including alcohol, cannabis, prescription medications, and any other mood altering substance, regardless of the licit or illicit status of the substance. The Contractor's team relies on medical input, preferably from the participant's healthcare provider, to determine whether a prescription for an addictive or intoxicating substance is a medical necessity and whether non-addictive, non-intoxicating, and medically safe alternative treatments are available.

6-11: Therapeutic adjustments may be used when a participant is not responding to treatment interventions but is otherwise in compliance with CST Program requirements. Participants may be terminated from the CST Program in accordance with Wyo. Stat. Ann. § 7-13-1608(b) and(c). If a participant is terminated from the CST Program because adequate treatment is not available, that information shall be provided to the sentencing judge upon remand.

6-12: Sanctions shall be implemented in a way for the participant to understand the consequence of noncompliance with the Contractor's rules without being viewed simply as punitive. Participants shall be informed of the behavior expected of them and shall be offered help to meet those expectations. Sanctions are delivered without expression of anger, ridicule, foul or abusive language, or shame.

6-13: The Contractor's team shall come to a mutual agreement on incentives, sanctions, and therapeutic adjustments to prevent conflict between team members. Staff meetings can help coordinate on the appropriateness of a sanction based on proximal and distal considerations.

6-14: Contractor may assess fees on a flat fee or sliding scale basis. Participants are encouraged to have paid all required program fees prior to graduation. Contractor must work with each participant to establish a payment plan and monitor payment progress to ensure lack of payment does not become a barrier to phase advancement or graduation.

6-15: Contractor shall assess, collect, and expend Program fees consistent with Wyo. Stat. Ann. §7-13-1605 (c) (ii) and the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section. Fees may be expended to offset the costs of the CST Program.

Attachment C
Court Supervised Treatment Guidelines

6-16: Contractor must have a process to address inability to pay for participants to ensure equal access based upon socioeconomic status.

6-17: Contractor must use jail sanctions sparingly and with the intention of modifying participant behavior in a positive manner. Contractor shall follow state statutes governing the use of jail sanctions when using jail as a sanction in accordance with Wyo. Stat. Ann. §7-13-1608(b) and (c).

6-18: To graduate, participants must have steady employment, be enrolled in school, college, trade school, or engaged in some qualifying productive activity approved by the Contractor's team.

6-19: To graduate, participants must have a sober and sustainable housing environment that is conducive to recovery.

Key Component #7: Ongoing judicial interaction with each CST Program participant is essential.

7-1: The focus and direction of the CST Program are provided through effective leadership of CST Program Judge, in partnership with the Contractor's team. The Judge is in a unique position to exert effective leadership in the promotion of coordinated drug control efforts. To encourage full commitment to the success of the CST Program, the Judge shall allow the Contractor's team to participate fully in the design and implementation of the CST Program. The Judge shall maintain a non-adversarial atmosphere in the CST Program. All staff must see their job as the facilitation of the participant's rehabilitation. The Judge is one of the key motivational factors for the participant to seek habilitation or rehabilitation. Less formal and more frequent court appearances must be scheduled to allow the Judge to motivate and monitor the participants.

7-2: The referring judge can also serve as the CST Program Judge; it is not a conflict of interest in accordance with Wyo. Stat. Ann. § 7-13-1604(b). The CST Program Judge can be either the sitting judge from a traditional court or a magistrate.

7-3: The CST Program Judge and the Contractor's team should serve as supporters of the CST Program. They represent the CST Program in the community, before the federal, state, and local governments, criminal justice agencies, tribal entities, and other public forums.

7-4: The CST Program Judge should serve a term of at least two (2) years. Consistency of the Judge for participants correlates with better outcomes. Rotating or alternating judges should be avoided. The Contractor's team should include one primary judge and a second judge trained in the CST Program philosophy and protocols to cover any status hearings during the absence of the primary judge. It is recommended the second judge rotate through the CST Program for a term of at least two (2) years to ensure better outcomes.

7-5: The CST Program Judge shall be knowledgeable on the CST Program model, substance use disorders, treatment methods, recovery best practices, substance screening, trauma, and other related issues.

7-6: The CST Program Judge offers supportive comments to participants, stresses the importance of their commitment to treatment, other CST Program requirements, and expresses optimism about the participants' abilities to improve their health and behavior. The Judge shall not humiliate participants or subject them to foul or abusive language. The Judge allows participants a reasonable opportunity to explain their perspectives concerning factual controversies and the imposition of sanctions, incentives, and therapeutic adjustments.

Attachment C
Court Supervised Treatment Guidelines

7-7: The CST Program Judge shall conduct court in a way that all participants benefit by observation of others as they progress or fail to progress in the CST Program.

7-8: The CST Program Judge makes final decisions concerning the imposition of incentives or sanctions that affect a participant's legal status or liberty after taking into consideration the input of the Contractor's team members and discussing the matter in court with the participant or the participant's legal representative in accordance with Wyo. Stat. Ann. § 7-13-1609. The Judge relies on the input of trained treatment professionals when imposing treatment-related conditions.

7-9: A regular schedule of status hearings shall be used to monitor participant progress. Participants shall attend weekly, or every other week, status hearings while in the first phase of the CST Program, depending on the participant's risk and need. This schedule may continue through additional phases. Frequency of status hearings may vary based on participant needs and program policies.

7-10: At status hearings, the CST Program Judge shall speak with each participant individually.

7-11: The CST Program Judge shall strive to spend at least three (3) minutes with each participant during status hearings.

Key Component #8: Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.

8-1: Data needed for CST Program monitoring and management shall be kept in a state-wide electronic data system designated by the Agency, easily obtainable and maintained in useful formats for regular review by the Contractor's teams and management. Information and data collected in the automated database shall contain a required set of data elements. These data elements are listed in Wyo. Stat. Ann. §7-13-1613 and Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section.

8-2: Contractor shall use an electronic database specified by the Agency for collection of participant demographic and program activity data. The Contractor is responsible for collecting all information necessary to calculate the approved performance measures and to report as much information available about participants, as identified in the electronic database.

8-3: Contractor's staff members should record information concerning the provision of services and in-program outcomes within seventy-two (72) hours of the respective events.

Key Component #9: Continuing interdisciplinary education promotes effective CST Program planning, implementation, and operations.

9-1: Contractor shall provide orientation and training for their staff and team members including those employed by participating agencies and the Contractor shall act as soon as practicable to provide appropriate training for new staff and team members. Budgets should include funding for training of Contractor team members.

9-2: Contractor shall address staff training requirements and continuing education in their policy and procedures manual. Recommended training shall align with state and national standards and practices endorsed by the National Association of Drug Court Professionals (NADCP) and its divisions (National Drug Court Institute, National Center for DWI Courts, and Justice for Vets).

Attachment C
Court Supervised Treatment Guidelines

Treatment practices must be evidence-based practices endorsed by, the Substance Abuse and Mental Health Services Administration, or culturally based practices deemed effective and appropriate.

- a. Training not provided by the NADCP, or its divisions, or the Agency must be submitted to the Agency for approval as accepted CST Program-specific curriculum at least fourteen (14) days prior to the training event.
- b. All probation and surveillance officers shall complete an approved training program before conducting field work in a home or bar check situation. A probation or surveillance officer who has not yet been trained may accompany a trained officer for such activities, but must complete the training within six (6) months of initial hire.

9-3: Contractor's staff shall be educated across disciplines for professional development, cultural responsiveness, and team building. Training and education should include topics such as the CST Program model, best practices, substance use disorder, drug, alcohol, and mental health treatment, co-occurring disorders, sanctions and incentives, drug testing standards and protocols, confidentiality and ethics, recognizing implicit cultural biases and correcting disparate impacts for members of historically disadvantaged groups, and proficiency in dealing with participants' race, culture, ethnicity, gender and sexual orientation, and trauma.

9-4: Contractor's team should attend training conferences yearly or every other year as provided by state or national CST Program organizations.

9-5: The Contractor's new team members shall receive forty (40) hours of CST Program-specific or Agency approved formal orientation and training administered and provided by previously trained team members within six (6) months of joining the team. Formal training can include online webinars, CST Program trainings, and conferences.

- a. If the Contractor's treatment providers, other than the treatment provider representative on the team, provide direct services to CST Program participants, they must also have forty (40) hours of training, as described above, within six (6) months of initial provision of services.
- b. All Contractor team members and individual treatment providers who provide services for CST Program participants must complete six (6) hours of CST Program-specific training each subsequent year. Training hours in excess of the annual six (6) hours may be carried over for up to one (1) year, subject to Agency approval.
- c. Training that qualifies to meet the requirements above may include CST Program specific courses and seminars provided by the U. S. Department of Justice, the NADCP and its divisions, the National Drug Court Resource Center, Treatment Court Online, any state drug court association recognized by the Agency, or the Agency. In order to receive credit for training sponsored by any other person or entity, the applicant must first receive the written approval of the Agency. To request approval of the course or seminar, the applicant must first submit a written request together with a detailed summary of the training and course outline at least fourteen (14) days prior to the training.

9-6: The CST Program Judge receives specialized training in legal and constitutional issues, judicial ethics, behavior modification, and community supervision.

Attachment C
Court Supervised Treatment Guidelines

Key Component #10: Forging partnerships among CST Programs, public agencies, and community-based organizations generates local support and enhances CST Program effectiveness.

10-1: Contractor shall utilize other community-based services and treatment providers that may be able to augment CST Program services including, but not limited to, private and public social service agencies, law enforcement, health providers, business community, faith community, media, consumer-run recovery organizations, and other entities which may help the CST Program meet its mission.

Attachment C
Court Supervised Treatment Guidelines

Appendix A: Drug Testing Protocols

A-1: Contractor shall adopt written policies and procedures that document its drug testing protocols. The Contractor's drug testing policies and procedures shall address, at a minimum, these topics:

- a. The types of drug testing to be performed.
- b. Drug testing frequency, including description of random drug-test component.
- c. What, if any, steps will be taken in handling disputed results.
- d. If the Contractor's drug testing procedures necessitate preservation of the drug testing samples, the Contractor's policies shall document the steps necessary to maintain proper chain of custody of test specimens and results.
- e. Descriptions of what will be considered a "positive" test result.

A-2: Each CST program shall document its urinalysis (UA) collection protocols following these guidelines:

- a. All urine collection shall be observed except as described in Subsection C.
- b. Collectors must have an unobstructed view of the specimen flow and must be of the same gender as the participant providing the specimen (no exceptions); trans-gender or trans-sexual participants should be given the opportunity to choose the gender of the official collecting the samples.
- c. Take unobserved specimens only when the participant and the collector are not of the same gender or it is virtually impossible to collect an observed specimen (i.e., where circumstances beyond the control of the collector preclude the collection of an observed specimen).
 1. In the rare case of unobserved urine specimens, procedures must be documented that would minimize ability of the participant to adulterate the specimen, and call the participant to be tested again under observation within twenty-four (24) hours.
- d. The Contractor's collectors shall be trained in collection, testing, and chain of custody procedures if appropriate for their CST Program.
- e. Training, staffing levels, and testing location must minimize risk of sexual or physical harassment between collector and participant. Training shall include the following topics:
 1. Maintain a clinical, professional demeanor that is detached and impersonal.
 2. Conduct the testing the same way every time for every participant.
 3. Remember that some participants have been through trauma.
 4. Participants may accuse the collector of mistreatment.
 5. Always ask questions to give the participant an opportunity to admit use.

Practice 1: When the Contractor's staffing resources make it difficult to collect urine specimens observed by a collector of the same gender as the participant, the Contractor shall explore the possibility of collaborating with other community resources, such as county compliance programs

Attachment C
Court Supervised Treatment Guidelines

or local law enforcement. Testing can also be scheduled in such a way to ensure that appropriate staff are available for the participants who require testing.

Appendix B: Fees

B-1: Fees, in addition to CST Program fees, participants can be charged for services, such as these:

- a. Treatment costs.
- b. Drug and alcohol testing.
- c. Monitoring and compliance services and equipment.
- d. Psychological screening and assessments.
- e. Medical screening and assessments.
- f. Assistance with transportation costs to the CST Program.
- g. Interpreter's fees.
- h. Temporary housing assistance.

ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION AND
BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR
THE CAMPBELL COUNTY ADULT TREATMENT COURTS

1. **Purpose.** The Parties to this Contract agree that Contractor, Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment Courts, is a Business Associate of the Wyoming Department of Health, Behavioral Health Division (Agency), as defined by 45 CFR § 160.103; therefore, this attachment is mandatory for purposes of this Contract. This attachment seeks to satisfy the requirements for the privacy and security and transmission of protected health information found in 45 CFR Parts 160, 162, and 164 as well as applicable Wyoming state law. Applicable Wyoming state law may include, but is not limited to, Wyo. Stat. Ann. §§ 35-2-605 et seq., 9-2-125 et seq., and applicable rules and regulations. These statutes, rules, and regulations are collectively referred to as the "Privacy and Security Rules."
2. **Definitions.** The Parties agree that the definitions in 45 CFR Parts 160, 162, and 164 shall apply to the terms used in this attachment. For the purpose of this attachment, Contractor shall be known as the "Business Associate."
3. **Responsibilities of Business Associate Pursuant to this Attachment.** Except as otherwise permitted or required by this attachment, the Business Associate may only create, receive, maintain, or transmit protected health information received from or on behalf of the Agency as necessary to provide substance use disorder treatment services, as a sentencing alternative, in accordance with the Court Supervised Treatment Programs Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, CFR 42, and Agency policies and procedures as set forth in the Contract, as required by law, or to carry out the proper management and administration or legal responsibilities of the Business Associate. Further, the Business Associate agrees:
 - A. To not create, receive, maintain, or transmit protected health information in a manner that would violate any provision of the Privacy and Security Rules, or other applicable federal, state, or local law.
 - B. To establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all protected health information that the Business Associate creates, receives, maintains, or transmits on behalf of the Agency and to prevent any use or disclosure of protected health information as provided by this attachment.

ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION (AGENCY)
AND BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR THE CAMPBELL
COUNTY ADULT TREATMENT COURTS (BUSINESS ASSOCIATE)

- C. To comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information. The Business Associate shall provide notice of its designated security officer to the Agency within thirty (30) days following execution of this attachment.
- D. To limit its use, disclosure, or requests for protected health information to the extent practicable to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request.
- E. To secure all protected health information in its possession in accordance with the most current standards established by the Secretary of Health and Human Services under 13402(h)(2) of Public Law 111-5 on the Health and Human Services website.
- F. To notify the Agency of any use or disclosure of protected health information not provided for by this attachment, any security incident, or any breach of unsecured protected health information of which the Business Associate becomes aware.
 - i. Such notice shall include the identification of each individual whose protected health information has been, or is reasonably believed to have been subject to such use, disclosure, incident, or breach, a statement indicating whether the protected health information was secured or unsecured, and a description of any security measures used.
 - ii. A disclosure, incident, or breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate, or, by exercising reasonable diligence, would have been known to the Business Associate. The Business Associate shall be deemed to have knowledge of a disclosure, incident, or breach if the same is known, or, by exercising reasonable diligence, would have been known to any person (other than the person committing the disclosure, incident, or breach) who is an employee, officer, or other agent (determined in accordance with the federal common law of agency) of the Business Associate.
 - iii. All reports of breach involving unsecured protected health information by the Business Associate shall also include the most current contact information available for each individual whose protected health information has been, or is reasonably believed to have been accessed,

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acquired, or disclosed, and any other information required by 45 CFR § 164.404 for the notification of individuals.

- G. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any subcontractor that the Business Associate uses to create, receive, maintain, or transmit protected health information on its behalf agrees to the same restrictions, conditions, and requirements that apply to the Business Associate under the terms of this attachment.
- H. To conduct electronic transactions covered by 45 CFR Part 162 as a standard transaction as required by 45 CFR Part 162, and ensure that any agents, including subcontractors, also process electronic transactions as required therein.
- I. To make all protected health information received from the Agency or otherwise created, maintained, or transmitted on behalf of the Agency available to the Agency as necessary for the Agency to comply with an individual's request for access to protected health information under 45 CFR § 164.524, a public records request under Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205, or any other request that may be required by law. If the Business Associate receives such request for protected health information directly, it shall notify the Agency within three (3) business days following its receipt of such request. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for protected health information. The Parties' failure to reach an agreement regarding any such request prior to the timeframes specified in 45 CFR § 164.524 and Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205 shall be cause to terminate this Contract and all other contracts between the Parties.
- J. To make any amendments to protected health information in a designated record set held by the Business Associate or by any subcontractor or agent pursuant to 45 CFR § 164.526. Should the Business Associate receive such request directly, it shall notify the Agency prior to providing any response to the person requesting amendment. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for amendment to the protected health information. The Parties' failure to reach an agreement regarding any amendment prior to the timeframes specified in 45 CFR § 164.526 shall be cause to terminate this Contract and all other contracts between the Parties.
- K. To make internal practices, books and records relating to the use and disclosure of protected health information received from or created or received by the Business Associate on behalf of the Agency available to the Agency or to the Secretary of

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Health and Human Services for purposes of determining the Agency's or Business Associate's compliance with the Privacy and Security Rules. The Business Associate shall notify the Agency if it provides such information to the Secretary.

- L. To document such disclosures of protected health information and information related to such disclosures as would be required for the Agency to respond to a request by an individual for an accounting of disclosures under 45 CFR § 164.528. The Business Associate shall comply with the Agency's request for such information within seven (7) business days following the Agency's request. Should the Business Associate receive such request directly, it will notify the Agency. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for an accounting of disclosures. The Parties' failure to reach an agreement regarding any accounting of disclosures prior to the timeframes specified in 45 CFR § 164.528 shall be cause to terminate this Contract and all other contracts between the Parties.
 - M. Unless otherwise provided, to provide notice within seven (7) business days of any event that triggers the Business Associate's obligation to notify the Agency.
 - N. That Business Associate may be subject to civil and criminal penalties enumerated at sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320-6) with respect to violations of this attachment or the Privacy and Security Rules.
 - O. To assume sole responsibility for its own compliance and the compliance of its workforce with the provisions of this section.
4. **Responsibilities of Agency Pursuant to this Attachment.** The Agency shall inform the Business Associate of the Agency's notice of privacy practices and restrictions on protected health information. The first such notice and restrictions shall be given to the Business Associate no later than the date of the last signature to the Contract. In addition, the Agency agrees to the following:
- A. To provide the Business Associate with the notice of privacy practices the Agency produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.
 - B. To provide the Business Associate with any changes in, or revocation of, permission by an individual to use or disclose protected health information, if such changes affect the Business Associate's permitted or required uses and disclosures.
 - C. To notify the Business Associate of any restriction to the use or disclosure of protected health information to which the Agency has agreed and which are

ATTACHMENT D
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applicable to the Business Associate, in accordance with 45 CFR § 164.522 and section 13405(a) of Public Law 111-5.

- D. To not request that the Business Associate use or disclose protected health information in any manner that would not be permissible under the Privacy and Security Rules if done by the Agency.
- E. To timely notify the Business Associate of any material violation of this attachment or material Privacy or Security violation by the Business Associate of which the Agency becomes aware. The Agency shall specify a time for the Business Associate, within which the Business Associate must cure the violation, if cure is possible, or within which the Business Associate must end the violation.

5. Special Business Associate Provisions

- A. **Amendments.** If the Contract must be amended to ensure compliance with the Privacy and Security Rules, the Parties shall meet in good faith to agree upon such amendments. If the Parties cannot agree upon such amendments, then either party may terminate the Contract upon thirty (30) days' prior written notice to the other party.
- B. **Interpretation.** Any ambiguity in this attachment shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy and Security Rules. Nothing in the Contract shall be construed to allow or require either Party to violate such rules.
- C. **Notices.** In addition to the notice provisions set forth in the Contract, notices arising out of or from the provisions of this attachment shall be in writing and shall be deemed provided to each respective party if by personal delivery or by, at least, first class United States mail, postage prepaid. Written notices to the Agency shall be provided to the attention of the Agency's designated representative for this Contract and, by separate mailing, to the WDH Compliance Office, 401 Hathaway Building, Cheyenne, Wyoming 82002.
- D. **Termination.** In addition to the termination provisions in the General Provisions section of this Contract, the Contract may be terminated for cause if the Business Associate materially violates the terms of this attachment.
 - i. **Material Violation of Attachment.** Any violation by the Business Associate of any provision of this attachment or any other contract with the Agency which involves the use or disclosure of protected health information, as determined by the Agency, shall constitute a material violation and shall

entitle the Agency to terminate this Contract immediately, seek related remedies, and to terminate all other contracts which involve the Business Associate in the use or disclosure of protected health information, by notifying the Business Associate of such termination.

- ii. Cure. If the Agency receives evidence of a material violation of the obligations set forth herein, or of the Business Associate's primary contracts with the Agency, and the Agency does not terminate this Contract pursuant to subsection "i" above, then the Agency may provide an opportunity to cure or end such violation, as applicable, within a reasonable timeframe specified by the Agency. If the Business Associate's efforts to cure or end such violation are unsuccessful within the time specified, the Agency may terminate this Contract, where feasible, or if termination is not feasible, may report the Business Associate's violation to the Secretary of Health and Human Services or his designee.
- iii. Effect of Termination. Upon termination of this Contract for any reason, the Business Associate shall return or destroy all protected health information, regardless of form so that the Business Associate retains no copies of protected health information received or created on behalf of the Agency. If return or destruction of all protected health information is not feasible, the Business Associate shall notify the Agency of the conditions that make return or destruction infeasible. Upon agreement between the parties that the return or destruction of the protected health information is infeasible, the Business Associate shall extend the protections of this attachment to such information, and further limit the use and disclosure of such information only to those purposes that make its return or destruction infeasible, for so long as the Business Associate maintains the information.
- iv. This provision applies equally to the Business Associate and any of its agents or subcontractors in possession or control of protected health information subject to this attachment.

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Attachment E
Data Management Plan

In accordance with Wyo. Stat. § 7-13-1603, monitoring of services provided to drug court participants is a critical component in ensuring Programs strive for participant retention, sobriety, and the reduction of recidivism by participants. Program monitoring and evaluation is a priority within the Court Supervised Treatment (CST) Program to ensure Program effectiveness. Data quality is a key component of Program monitoring and evaluation. This Data Management Plan supports the administration of data quality for overall program accountability. **This Plan is a developing unit of work based on priorities established by the Wyoming Department of Health, Behavioral Health Division (Agency), Mental Health and Substance Abuse Services Section as directed to the Court Supervised Program Manager.**

Acronyms/Definitions:

BHD:	Behavioral Health Division
COB:	Close of Business
CST:	Court Supervised Treatment
CaseWorx:	The current Agency designated Court Supervised Treatment Data System
Participant:	Means a substance use disorder offender or any other person as provided in Title 14 of the Wyoming Statutes who has been referred to and accepted into a program;
Program:	Means a local court supervised treatment program that complies with rules and regulations adopted by the Agency
Recidivism:	Means any subsequent arrest after Program entry or for three (3) years post-Program
Retention:	Means the successful completion of the Program by Program participants
Sobriety:	Means the condition of abstaining from substances

Data Deliverables:

The below table demonstrates the Contract deliverables due that have not been detailed in other areas of the Contract.

* indicate State required field upon available information

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
1	Completeness	Submission of required data fields shall have no more than ten percent (10%) of data listed as "missing" or "unknown"	By COB on the fifteenth (15th) day of the month for the previous month of services	Google: A Google form will be provided by the Agency no later than August 15, 2021 that the Contractor shall complete each month by the required due date listed below	A report will be provided by the Agency that indicates the data that is missing or listed as unknown by category. The data will be compiled by the Agency from CaseWorx

Attachment E
Data Management Plan

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
2	Completeness /Timeliness	Submission of the minimum data set for participant demographic information	By COB on the fourteenth (14th) day after initial contact with perspective participant	CaseWorx: to include at a minimum ● Date of birth ● Social Security Number ● Gender ● Race ● Ethnicity ● Marital status ● Criminal history ● Employment ● Education ● Income resources ○ Primary source of income ○ Chronic unemployment ○ Annual income level ○ Income level date ○ Income level poverty ● Substance abuse history ○ Substance of choice ○ Prior treatment	Internal Query: Participant Information Report

Attachment E
Data Management Plan

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
3	Completeness /Timeliness	Submission of the full data set for participant demographic information	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum • Child custody and support obligations* • Drug-free babies*	Site Review/Desk Audit: Spot Check
4	Completeness /Timeliness	All incidents of recidivism are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum • Offense date* • Charge* • Arrested* • Arrest date* • Conviction date*	Internal Query: Recidivism Report
5	Completeness /Timeliness	All incidents of sobriety are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum • Date • Time • Visit minutes • Performed by	Internal Query: Sobriety Report
6	Completeness/ Timeliness	Participant's movement within the Program is entered	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum • Date initiated • Action • Reason	Internal Query

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Data Management Plan

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
7	Completeness/ Timeliness	All group treatment sessions are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum • Session date • Session type • Performed by • Status • Treatment type • Treatment time minutes Evidence-based	Internal Query
8	Completeness/ Timeliness	All individual treatment sessions are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum • Date • Session type • Performed by • Attended • Treatment/ancillary • Session time	Internal Query
9	Completeness/ Timeliness	All supervision contacts are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	Caseworx: to include at a minimum • Visit date • Visit type • Performed by • Visit minutes	Internal Query
10	Completeness/ Timeliness	All drug tests are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum • Drug screen date • Type • Performed by • Method • Test type • Overall result • Observed	Internal Query

Attachment E
Data Management Plan

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
11	Accuracy	Increments of time shall not be entered as zero (0)	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: number of minutes	Internal Query
12	Accuracy	Monthly reconciliation of all submitted data	By COB on the fifteenth (15th) day of the month following receipt of report (For Example, for July data it must be entered by August 15, 2021. Contractors to receive a reconciliation report by August 30, 2021 and reconciliation must be completed by September 15, 2021)	Google: A Google form will be provided by the Agency no later than August 15, 2021 that the Contractor shall complete by the required due date each month	A report will be provided by the Agency for data reconciliation on the last working day of the month. The report will contain data on participants served, demographics, participants screened, drug tests administered, treatment, ancillary services, supervision, recidivism, and drug-free babies. The data will be compiled by the Agency from CaseWorx
13	Verification	Data must be reconciled and confirmed as complete	By COB on the fifteenth (15th) day of the month following receipt of report	Google: A Google form will be provided by the Agency no later than August 15, 2021 that the Contractor shall complete by the required due date each month	Agency will confirm Google form has been completed each month

* indicate State required field upon available information

Accuracy:

Data shall be entered accurately to reflect actual information and not as a placeholder for required fields. Data will be reviewed by the Agency via internal query on the last business day of each month, beginning August 31, 2021 throughout the Contract term.

Attachment E
Data Management Plan

Completeness:

Data for the above requirements shall be entered in the system in their entirety. The Contractor's receipt of payment is dependent upon timely and complete submission of data. Data will be reviewed on the first business day of each month, beginning August 1, 2021 throughout the Contract term.

Timeliness:

Data for each month is not due until its specified due date; however, it is highly recommended that data is submitted as early as possible to ensure accurate and complete data. The Contractor's receipt of payment is dependent upon timely and complete submission of data. Data will be reviewed on the first business day of each month, beginning August 1, 2021 throughout the Contract term.

Contract #: **212811**

Entry Date: 5/12/2021 1:59:39 PM

Department: Wyoming Department of Health, Behavioral Health Division

Agency Contact: Schaeffer, Jessie

Phone: 777-2860

Other Agency Contact:

WYOMING ATTORNEY
GENERAL'S OFFICE

MAY 24 2021

Tyler M. Renner
APPROVED AS TO FORM

Client Comments: Template 212079

Contractor/Vendor Name: Board of Campbell County
Commissioners as Governing Body
for the Campbell County Adult
Treatment Courts

Contract Title: FY22 Campbell County Adult
CST - Govt.

Contract Type: General Services - State
Funds

Contract Amount: 250603.8600

Contract Effective Date: 7/1/2021 12:00:00 AM

Contract Expiration Date: 6/30/2022 12:00:00 AM

Status: AG Approved as to Form

RETURN VIA: Ink Signature - Inter-agency Mail

Assigned Attorney: Tyler Renner

*Contract
250,603.86
Gen Services*



Behavioral Health Division
122 W 25th Street, Herschler 2 West, Suite B
Cheyenne, WY 82002
Phone (307) 777-7656 • 1-866-571-0944
Fax (307) 777-7439 • www.health.wyo.gov



Stefan Johansson
Interim Director

Mark Gordon
Governor

DIRECTOR'S CONTRACT MEMORANDUM

Date: March 29, 2021

To: Stefan Johansson, Interim Director
Wyoming Department of Health

From: Alicia Johnson, Court Supervised Treatment Program Manager
Behavioral Health Division

Subject: Contract; Board of Campbell County Commissioners as Governing Body for the
Campbell County Adult Treatment Courts; \$250,603.86

Funding Source (Phase): OT600DC & OTURIN

Ref.: AJ-2021-004

Priority: Normal.

Purpose: The Wyoming Department of Health, Behavioral Health Division (Agency) is requesting a 600 series contract with Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment Courts. The purpose of this Contract is to provide judicial system sentencing alternatives to individuals diagnosed with substance use disorder and addiction in Campbell County.

Justification: In accordance with the Court Supervised Treatment Program Act, Wyo. Stat. § 7-13-1601, and Wyo. Stat. § 7-13-1605 a Court Supervised Treatment (CST) Program interest bearing account will be set up for all funds for CST Programs, known as Fund 558. Funds within the account are expended by the Agency for the purposes set out in the Court Supervised Treatment Program Act and upon legislative appropriation. The Contract also includes \$7,382.70 to be used for drug testing supplies and testing services.

Attachments: Attachment A – Statement of Work
Attachment B – Invoice
Attachment C – Court Supervised Treatment Guidelines
Attachment D – Business Associate Agreement
Attachment E – Data Management Plan
Original Contract

AJ/ag/js

c: Matthew Petry, MPA, Senior Administrator, Behavioral Health Division

Wyoming Department of Health Fiscal Services
Contract (600 Series) Required Submission Form

FOR CONTRACT WITH: (Campbell County Treasurer)

Attach in this order: (1) Director's Memo (2) Fiscal Documents (3) Original Contract
 (3) All Attachments (4) Grant Application (if applicable)

Division:	Behavioral Health	Program:	Court Supervised Treatment	Fiscal manager & Phone #	Ashlie Gamble 777-5645	Fiscal Mgr Approval. AG
Grant(s): Yes ___ No _X_	Grant Period(s):		Contract Term:	7/1/21-6/30/22	5/11/2021	

Current BFY	Source of Funds	Program	Current Budget	Encumbrances + Expenditures to Date	Funding Contract	for Unobligated Funds
2021	Other - SFY22	OT600DC	\$ 2,833,558.76	\$ 368,940.84	\$ 243,221.16	\$ 2,221,396.76
2021	Other - SFY22	OTURIN	\$ 81,777.60	\$ 10,222.20	\$ 7,382.70	\$ 64,172.70
2021	Other - SFY22	OTCARF	\$ 22,500.00	\$ 7,500.00	\$	\$ 15,000.00
			\$	\$	\$	\$
						\$
						\$
						\$
						\$
						\$
Totals			\$ 2,937,836.36	\$ 386,663.04	\$ 250,603.86	\$ 2,300,569.46

Attached is the following type of 600 Series Contract:

- ☐ Local Government
☐ Federal Government
☒ Private Institutions and Organizations
☐ Grant Award Agreement/Grant
☐ ARRA/ACA Funding
☐ Other _____

*ALL FEDERALLY FUNDED CONTRACTS MUST CONTAIN
 REQUIRED FEDERAL PROVISIONS*

GRANT AWARD CONTRACTS MUST CONTAIN THE FOLLOWING INFORMATION:

Award Amount:
 Federal Share:
 Matching Amount:
 Award Period:
 CFDA #:
 Project ID:

WOLFS-GAE c

(600 Series Encumbrance) Revised 11/2018

BFY

Date

Accounting Use Only
Entered by: _____
Approved by: _____
Date Approved _____

Type	Agency	ID Number
GAE	048	MHSA

Vendor Number	Vendor Name		Encumbrance Total
VC0000086598	Campbell County Treasurer		\$0.00
Street Address:	500 S Gillette Ave Ste #1700	Cobblestone #	
		0	
City/State/Zip	Gillette WY 82716	Contract Term	7/1/21-6/30/22
Resp Party/ Ext		Contract Total	\$250,603.86

OBJ	0626	SUB OBJ	01
-----	------	---------	----

ACCOUNTING LINE:

Line	Description	Amount	Fund	Unit	Appr	Function	Program	Phase/PPC
1	Campbell Adult CST	\$0.00	558	2503	558	0	OT600DC	SFY22
2	Campbell Adult UA	\$0.00	558	2503	558	0	OTURIN	SFY22
3		\$0.00	000	0000	000	0	0	0
4		\$0.00	000	0000	000	0	0	0
5		\$0.00	000	0000	000	0	0	0
6		\$0.00	000	0000	000	0	0	0
7		\$0.00	000	0000	000	0	0	0
8		\$0.00	000	0000	000	0	0	0
TOTAL		\$0.00						

PROGRAM MGR
APPROVAL: _____

FISCAL MGR APPROVAL: _____

The following page(s) contain the backup material for Agenda Item: [9:30 Board Appointment, Airport Board](#)

DECEMBER 2021 - BOARD OPENINGS

BOARD OPENINGS	INCUMBENTS	APPLICANTS
AIRPORT BOARD One (1) Five (5) Year Term Ending December 31, 2026 BOARD MEETING TIME	Greg Scheurs Has served 1 (5) Year Term Is not eligible to apply Third Wednesday of the Month @ 4:00 PM	Greg Scheurs* Curtis Burdette John Daly
BOYS & GIRLS CLUB One (1) Three (3) Year Term Ending December 31, 2024 BOARD MEETING TIME	Lori Jones Has served since 2 (3) Year Terms Is not eligible to apply Fourth Tuesday of the Month @ 6:45 AM	Leslie Perkins
FAIR BOARD One (1) Five (5) Year Term Ending December 31, 2026 BOARD MEETING TIME	Marilyn Christensen Has served 1 unexpired term and 1 (5) Year Term Marilyn was invited to reapply Third Tuesday of the Month @ 6:00 PM	Marilyn Christensen*
LODGING TAX BOARD One (1) Three (3) Year Term Ending June 30, 2024 BOARD MEETING TIME	Ken Barkey Has served 1 unexpired term and 2 (3) Year Terms Is not eligible to apply 	Shelly Besel
MUSEUM BOARD One (1) Unexpired Three (3) Year Term Ending June 30, 2022 BOARD MEETING TIME	Bill Monoham Resigned Third Tuesday of the Month @ 6:00 PM	Steven Urman Thomas Holm John Daly
NATURAL RESOURCE & LAND USE COMMITTEE		
One (1) Three (3) Year Term Must Represent At Large Ending December 31, 2024	Katie Wilson Has served 1 (3) Year Term Is eligible to apply	Katie Wilson*
One (1) Three (3) Year Term Must Represent At Large Ending December 31, 2024	Levi Jensen Has served 1 (3) Year Term Is eligible to apply	BJ Clark
One (1) Three (3) Year Term Must Represent Conservation District Ending December 31, 2024	Jamie Tarver Has served 1 unexpired Term Is eligible to apply	Jamie Tarver*
One (1) Three (3) Year Term Must Represent Mining Ending December 31, 2024	Shane Pearson Has served one unexpired Term and 1 (3) Year Term Is eligible to apply	
COMMITTEE MEETING TIME	Meet as Needed	
PREDATOR MANAGEMENT BOARD One (1) Three (3) Year Term Representing Sportsman Ending June 30, 2024 BOARD MEETING TIME	Steve Schrater Has served 1 unexpired term Is eligible to apply Meet as Needed - Typically in July & December	BJ Clark
* Incumbent		

The following page(s) contain the backup material for Agenda Item: [9:45 Petition to Alter Bishop Road](#)

MEMORANDUM

TO: Board of Campbell County Commissioners

FROM: Michelle L Leiker
Campbell County Elections Coordinator



DATE: December 16, 2021

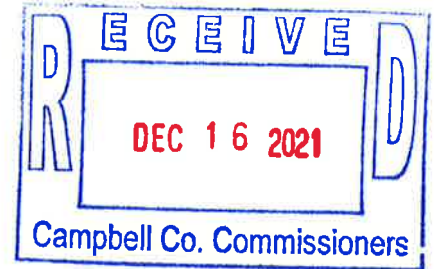
RE: Petition to Alter Bishop Road

I have reviewed the above referenced petition and find 5 petitioners being Calvin Taylor registered at 101 Hoe Creek Rd, Gillette, WY, Sherry Taylor registered at 101 Hoe Creek Rd, Gillette, WY, Charles "Chuck" McIntosh registered at 9951 S. Hwy 59, Gillette, WY, Denise McIntosh registered at 9951 S. Hwy 59, Gillette, WY, Christina R. Pollat registered at 10167 S. Hwy 59, Gillette, WY are electors residing within 25 miles of the proposed road to be altered and in compliance with W.S. 24-3-101.

cc:
Emily Simper
Sam Proffer
Corey Nestor



BEFORE THE BOARD OF COMMISSIONERS
IN AND FOR CAMPBELL COUNTY, WYOMING



IN THE MATTER OF THE ALTERATION OF THE:
BISHOP ROAD (West End)

Petition

To the Board of County Commissioners of Campbell County, Wyoming:

The undersigned ask that a county highway commencing at the intersection of Highway 59 and running thence East and terminating at 4.60 miles be altered as follows: See Exhibit A

(insert description of proposed new route)

Attached to this petition is a list containing the names and the known post office addresses of each person owning or having an interest in any land over which the proposed establishment, vacation or alteration of the county highway is to be made.

Signed below by not less than five (5) electors of the county residing within twenty-five (25) miles of the road proposed to be established, altered or vacated.

Calvin Taylor
Name (print)
Calvin Taylor
Signature
12/10/21
Date

Sherry Taylor
Name (print)
Sherry Taylor
Signature
12-10-21
Date

Christina R. Pollat
Name (print)
Christina R. Pollat
Signature
12/10/2021
Date

*Chuck McIntosh
Name (print)
Chuck McIntosh
Signature
12-10-21
Date

* Charles / Mr. RJ Fisk
A

Denise McIntosh

Name (print)

DMcIntosh

Signature

12/10/21

Date

Blair Bishop

Name (print)

Blair Bishop

Signature

12-14-2021

Date

Name (print)

Signature

Date

Name (print)

Signature

Date

Name (print)

Signature

Date

Name (print)

Signature

Date

Name (print)

Signature

Date

Name (print)

Signature

Date

Description of existing Bishop Road to be relocated:

Beginning at the intersection of hwy59; thence S 88°29'36" E a distance of 528.51'; thence S 77°32'51" E a distance of 244.90'; thence S 56°19'21" E a distance of 190.46'; thence S 42°07'03" E a distance of 505.84'; thence S 39°18'43" E a distance of 1207.00'; thence S 39°37'28" E a distance of 2268.72'; thence S 39°43'27" E a distance of 1468.74'; thence S 52°20'02" E a distance of 2920.99'; thence S 52°33'44" E a distance of 1222.44'; thence S 47°08'04" E a distance of 510.22'; thence S 37°21'44" E a distance of 425.50'; thence S 27°44'43" E a distance of 487.71'; thence S 27°33'44" E a distance of 2149.66'; thence S 29°02'30" E a distance of 1018.50'; thence S 26°45'16" E a distance of 533.88'; thence S 36°05'20" E a distance of 241.40'; thence S 48°24'58" E a distance of 365.29'; thence S 62°20'07" E a distance of 450.16'; thence S 60°22'02" E a distance of 394.53'; thence S 45°59'50" E a distance of 340.14'; thence S 29°28'04" E a distance of 386.57'; thence S 14°22'02" E a distance of 597.64'; thence S 12°30'04" E a distance of 1565.05'; thence S 16°31'17" E a distance of 579.37'; thence S 27°00'24" E a distance of 332.08'; thence S 37°22'52" E a distance of 507.73'; thence S 46°13'56" E a distance of 445.52'; thence S 56°31'02" E a distance of 364.32'; thence S 64°53'44" E a distance of 473.73'; thence S 78°10'18" E a distance of 479.37'; thence N 88°18'58" E a distance of 455.99'; thence N 82°19'11" E a distance of 568.13'; which is the point of ending.

Description of new Bishop Road to be built:

Beginning in South East corner Sec 28 of T48N R71W (443175.4015E, 1251880.2050N NAD27); thence N 34°08'00" W a distance of 1881.85'; to the point of the beginning of the new Bishop road; thence with a curve turning to the right with an arc length of 1649.08', with a radius of 3885.83', with a chord bearing of S 87°41'06" W, with a chord length of 1636.73'; thence N 81°25'41" W a distance of 4244.80'; thence with a curve turning to the left with an arc length of 3790.24', with a radius of 7311.07', with a chord bearing of S 86°16'03" W, with a chord length of 3747.93'; thence S 68°13'37" W a distance of 1488.56'; thence with a curve turning to the right with an arc length of 3808.05', with a radius of 7642.37', with a chord bearing of S 80°58'19" W, with a chord length of 3768.77'; thence N 90°00'00" E a distance of 0.00'; thence N 84°40'08" W a distance of 4106.97'; which is the point of ending, which is the new intersection of Bishop Road and Highway 59.

The above-described routes are derived from the use of AutoCAD and have not been field surveyed. They are to be used as an estimated location.

Name	Address_1	Address_2	City	State	Zipcode
CABALLO COAL COMPANY	701 Market St Suite 700	Attn Lavonne Schwartz	ST . LOUIS	MO	631011826
BTU WESTERN RESOURCES INC	701 Market St Suite 700		ST. LOUIS	MO	631011826
BERTALOT KENNETH K & ANGELA	2860 BISHOP RD		GILLETTE	WY	827189356
JOHNSON STEVEN E & DEBORA R	2868 BISHOP RD		GILLETTE	WY	827189356
BERTALOT DUSTY	1600 E LAKESHORE DR		WHITEFISH	MT	599373369
ROURKE RANCH LLC	116A 4 CORNERS RD		GILLETTE	WY	827189401
ROURKE RANCH LLC & ROURKE CHARLES T	116A 4 CORNERS RD		GILLETTE	WY	827189401
EAGLE SPECIALTY MATERIALS LLC	PO BOX 3039	ATTN CJ FISK	GILLETTE	WY	827173039
PEABODY CABALLO MINING LLC	701 Market St Suite 700	Attn Lavonne Schwartz	GILLETTE	WY	827171508

BISHOP
ROAD

WYW172657

WYW83394

WYW172657

HWY
59

BISHOP
ROAD

Preferred Option
3.62 miles
Coal Loss =
Zero Leased Tons

BA Admin &
Train Loadout



The following page(s) contain the backup material for Agenda Item: [10:15 Transfer and Renewal of Retail Liquor Licenses](#)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Mgr:		/ /

To be completed by City/County Clerk

License Fees Annual Fee: \$ _____ Local License #: _____
 Prorated Fee: \$ _____ Date filed with clerk: 11 / 16 / 2021
 Transfer Fee: \$ 100.00 Advertising Dates: (2 Weeks) 12/7/2021 & 12/14/2021
 Publishing Fee: \$ 54.00 Hearing Date: 12 / 21 / 2021
 Publishing Fee Direct Billed to Applicant: ☐

License Term: 12 / 21 / 2021 through 2 / 6 / 2022
 Month Day Year Month Day Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant: Norma J. Ruff and Justin Ruff
 Trade/Business Name (dba): Ruff's Rozet Bar
 Building to be licensed/Building Address: 14072 HWY 51
Number & Street
Rozet WY 82727 Campbell
City State Zip County
 Local Mailing Address: PO Box 157
Number & Street or P.O. Box
Rozet WY 82727
City State Zip
 Local Business Telephone Number: (307) 682-0700 Fax Number: ()
 Business E-Mail Address: _____

FILING FOR

- ☐ NEW LICENSE
☐ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)

- ☐ CITY OF: _____
☒ COUNTY OF: Campbell

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
☒ PARTNERSHIP
☐ LP/LLP
☐ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

☒ TRANSFER OWNERSHIP

☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: Norma J Ruff

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**RETAIL LIQUOR LICENSE**

☐ ON-PREMISE ONLY (BAR)

☐ OFF-PREMISE ONLY (PACKAGE STORE)

☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)

☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ GOLF CLUB ☐ GUEST RANCH ☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☐ FULL TIME (e.g. Jan through Dec) (specify months of operation) from January to December
☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Saturday to Sunday
☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 8 Am to 12 pm

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103(a)(iii)

- (a) OWN the licensed building? ☒ YES (own)
- (b) LEASE the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

If Yes, please submit a copy of the lease and indicate:

- (i) When the lease expires, located on page_____paragraph_____of lease.
- (ii) Where the Sales provision for alcoholic or malt beverages is located, on page_____paragraph_____of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b)

☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b)

☐ YES ☒ NO

If "YES", explain: _____

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413(a)

☐ YES ☐ NO

6. RESORT LICENSE:

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

7. MICROBREWERY LICENSE:

- (a) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
- (Requires wholesale malt beverage license with the Liquor Division)

8. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

9. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

- (a) Does the Veteran's organization hold a charter by the Congress of the United States?

☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

- (a) Do you have more than fifty (50) bona fide members?

☐ YES ☐ NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?

☐ YES ☐ NO
- (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?

☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)

☐ YES ☐ NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?

☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?

☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?

☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?

☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?

☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?

☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application?

☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached)

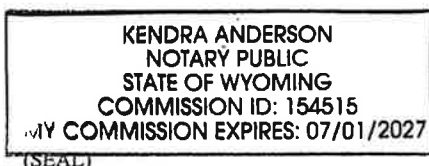
☐ YES ☐ NO

12. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Norma Ruff	9/14/41	155 Stewart Rd	680-2541	YES ☒ NO ☐	YES ☐ NO ☒	YES ☒ NO ☐
Justin (Jake) Ruff	6/17/65	Rozel Wy 159 Stewart Rd	680-3205	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)



RENEWAL OF
LIQUOR LICENSE OR
PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:	B 4987	
Reviewer:	Initials	Date
Agent:		/ /
Mgr:		/ /

To be completed by City/County Clerk

License Fees Annual Fee: \$ 750 .00
Prorated Fee: \$
Transfer Fee: \$
Publishing Fee: \$ 32 .40
Publishing Fee Direct Billed to Applicant: ☐

Local License #: _____
Date filed with clerk: 11 / 16 / 2021
Advertising Dates: (2 Weeks)
12/7/2021 & 12/14/2021
Hearing Date: 12 / 21 / 2021

License Term: 2/7/2022 Through 2/6/2023

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant: NORMA J RUFF and Justin Ruff
Trade/Business Name (dba): RUFFS ROZET BAR
Building Address: 14072 HWY 51
(Building to be licensed) ROZET, WY 82727 CAMPBELL
Local Mailing Address: PO BOX 157
ROZET, WY 82727
Local Business Telephone Number: (307) 682-0700 Fax Number:
Business E-Mail Address:

FILING IN

COUNTY OF CAMPBELL

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
☒ PARTNERSHIP
☐ LP/LLP
☐ LLC
- ☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)

☐ OFF-PREMISE ONLY (PACKAGE STORE)

☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS:

To Assist the Liquor Division with scheduling inspections: OPERATIONAL STATUS

- ☐ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME
☐ NON-OPERATIONAL/PARKED

(specify months of operation)
DAYS OF WEEK (e.g. Mon through Sat)
HOURS OF OPERATION (e.g. 10a - 2a)

from Jan to Dec
from Saturday to Sunday
from 8 AM to 12 pm

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

- (a) OWN the licensed building? ☒ YES (own)
(b) LEASE the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)
(c) LEASE is current and on file with the licensing authority & Liquor Division. ☐ YES ☐ NO

If lease is not current, please submit a copy of the lease and indicate:

- (i) When the lease expires, located on page _____ paragraph _____ of lease document.
(ii) Where the Sales provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease.

(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
W.S.12-4-408(b) (Line 2) Food Sales: \$ _____ (_____ %)
(Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: \$ _____ (_____ %)
(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

- (a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix)

☐ YES ☐ NO
- (b) Do you self distribute your products? W.S. 12-2-201(a)

☐ YES ☐ NO
- (Requires wholesale malt beverage license with the Liquor Division)

4 SOCIAL CLUB LICENSE HOLDERS ONLY:

- (a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended?

☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Norma Ruff	9/14/41	155 Stewart Rd Rozet	680-2541	YES ☒ NO ☐	YES ☐ NO ☒	YES ☒ NO ☐
Justin Ruff	6/17/65	155 Stewart Rd Rozet	680-3205	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

Per W.S. 12-4-102(a)(iv) & (v) each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license,
I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) ss.
COUNTY OF Campbell)

Signed and sworn to before me on this 16th day of November, 2021 that the facts alleged in the foregoing instrument are true by the following:

1) Norma Ruff
(Signature)

Norma Ruff
(Printed Name)

Owner
Title

2) [Signature]
(Signature)

Justin Ruff
(Printed Name)

Partner
Title

3) _____
(Signature)

(Printed Name)

Title

4) _____
(Signature)

(Printed Name)

Title

KENDRA ANDERSON
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 154515
MY COMMISSION EXPIRES: 07/01/2027

(SEAL)

Witness my hand and official seal:

Kendra Anderson
Signature of Notary Public

My commission expires: 7/1/2027

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #: C 6690

Reviewer: Initials Date

Agent: / /

Mgr: / /

To be completed by City/County Clerk

License Fees Annual Fee: \$ 750 .00

Prorated Fee: \$

Transfer Fee: \$

Publishing Fee: \$ 32 .40

Publishing Fee Direct Billed to Applicant: ☐

Local License #: _____

Date filed with clerk: 11 / 9 / 2021

Advertising Dates: (2 Weeks)

12/7/2021 & 12/14/2021

Hearing Date: 12 / 21 / 2021

License Term: 2/7/2022 Through 2/6/2023

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: **BRYAN J POWNALL & MICHAEL WILLIS**Trade/Business Name (dba): **PARADISE LOUNGE & GENTLEMANS CLUB**Building Address: **14116 HWY 51**

(Building to be licensed)

ROZET, WY 82727 CAMPBELLLocal Mailing Address: **2607 KIRK CT****GILLETTE, WY 82718**

Local Business Telephone Number: (307) 682-4950

Fax Number:

Business E-Mail Address: paradiselounge@paradiseloungegentelmansclub.com**FILING IN****COUNTY OF CAMPBELL****FILING AS (CHOOSE ONLY ONE)**☐ INDIVIDUAL☒ PARTNERSHIP☐ LP/LLP☐ LLC☐ CORPORATION☐ LTD PARTNERSHIP☐ ORGANIZATION☐ OTHER _____**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)****RETAIL LIQUOR LICENSE**☐ ON-PREMISE ONLY
(BAR)☐ OFF-PREMISE ONLY
(PACKAGE STORE)☒ COMBINATION
ON/OFF PREMISE
(BOTH BAR & PACKAGE STORE)☐ RESTAURANT LIQUOR LICENSE☐ RESORT LIQUOR LICENSE☐ BAR AND GRILL**LIMITED RETAIL (CLUB)**☐ VETERANS CLUB☐ FRATERNAL CLUB☐ GOLF CLUB☐ SOCIAL CLUB☐ MICROBREWERY☐ WINERY☐ DISTILLERY SATELLITE☐ WINERY SATELLITE☐ COUNTY RETAIL/SPECIAL
MALT BEVERAGE PERMIT**SPECIAL DESIGNATIONS:**To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**☒ FULL TIME (e.g. Jan through Dec)☐ SEASONAL/PART-TIME☐ NON-OPERATIONAL/PARKED

(specify months of operation)

DAYS OF WEEK (e.g. Mon through Sat)

HOURS OF OPERATION (e.g. 10a - 2a)

from January to Decemberfrom Monday to Saturdayfrom 5:30 pm to 2:00 am**1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)**(a) **OWN** the licensed building?☒ YES (own)(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license)☐ YES (lease)(c) **LEASE** is current and on file with the licensing authority & Liquor Division.☐ YES ☐ NO

If lease is not current, please submit a copy of the lease and indicate:

(i) When the **lease expires**, located on page _____ paragraph _____ of lease document.(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease.(MUST contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**)**2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:**

(a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____%)

W.S.12-4-408(b)

(Line 2) Food Sales: \$ _____ (_____%)

(Line 1 + Line 2 must = Line 3)

(Line 3) Gross Sales: \$ _____ (_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a)

☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

- (a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix)

☐ YES ☐ NO
- (b) Do you self distribute your products? W.S. 12-2-201(a)

☐ YES ☐ NO
- (Requires wholesale malt beverage license with the Liquor Division)

4 SOCIAL CLUB LICENSE HOLDERS ONLY:

- (a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended?

☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Bryan J Pownall	04/30/43	14116 Hwy 51 Rozet, WY 82727	307-680-1318	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
Michael E Willis	08/06/77	2607 Kirk Ct Gillette, WY 82718	307-622-0511	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

Per W.S. 12-4-102(a)(iv) & (v) each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license,
I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
COUNTY OF Campbell) ss.

Signed and sworn to before me on this 9 day of November, 2021 that the facts alleged in the foregoing instrument are true by the following:

- 1) [Signature]
(Signature)

Michael Willis
(Printed Name)

Owner
Title
- 2) [Signature]
(Signature)

Bryan Pownall
(Printed Name)

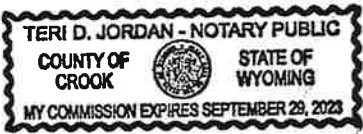
Owner
Title
- 3) _____
(Signature)

(Printed Name)

Title
- 4) _____
(Signature)

(Printed Name)

Title



Witness my hand and official seal: [Signature]
Signature of Notary Public

RENEWAL OF
LIQUOR LICENSE OR
PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:	C 6826	
Reviewer:	Initials	Date
Agent:		/ /
Mgr:		/ /

To be completed by City/County Clerk

License Fees Annual Fee: \$ 750 . 00
 Prorated Fee: \$ _____
 Transfer Fee: \$ _____
 Publishing Fee: \$ 32 . 40

Publishing Fee Direct Billed to Applicant: ☐

Local License #: _____
Date filed with clerk: 11 / 2 / 2021
Advertising Dates: (2 Weeks)
12/7/2021 & 12/14/2021
Hearing Date: 12 / 21 / 2021

License Term: 2/7/2022 Through 2/6/2023

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant:	<u>JENNIFER MCLAUGHLIN</u>
Trade/Business Name (dba):	<u>SPOTTED HORSE BAR</u>
Building Address: (Building to be licensed)	<u>7021 HWY 14-16</u> <u>ARVADA, WY 82831 CAMPBELL</u>
Local Mailing Address:	<u>7021 HWY 14-16</u> <u>ARVADA, WY 82831</u>
Local Business Telephone Number:	<u>(307) 736-2252</u>
Fax Number:	
Business E-Mail Address:	<u>schantzie@live.com</u>

FILING IN <u>COUNTY OF CAMPBELL</u>	FILING AS (CHOOSE ONLY ONE) ☒ INDIVIDUAL ☐ PARTNERSHIP ☐ LP/LLP ☐ LLC ☐ CORPORATION ☐ LTD PARTNERSHIP ☐ ORGANIZATION ☐ OTHER _____
TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)	
RETAIL LIQUOR LICENSE ☐ ON-PREMISE ONLY (BAR) ☐ OFF-PREMISE ONLY (PACKAGE STORE) ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	☐ RESTAURANT LIQUOR LICENSE ☐ RESORT LIQUOR LICENSE ☐ BAR AND GRILL LIMITED RETAIL (CLUB) ☐ VETERANS CLUB ☐ FRATERNAL CLUB ☐ GOLF CLUB ☐ SOCIAL CLUB ☐ MICROBREWERY ☐ WINERY ☐ DISTILLERY SATELLITE ☐ WINERY SATELLITE ☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT SPECIAL DESIGNATIONS:
To Assist the Liquor Division with scheduling inspections: OPERATIONAL STATUS	
☒ FULL TIME (e.g. Jan through Dec) ☐ SEASONAL/PART-TIME ☐ NON-OPERATIONAL/PARKED	(specify months of operation) from _____ to _____ DAYS OF WEEK (e.g. Mon through Sat) from _____ to _____ HOURS OF OPERATION (e.g. 10a - 2a) from <u>11:00am</u> to <u>2:00am</u>

1. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division. ☒ YES ☐ NO

If lease is not current, please submit a copy of the lease and indicate:

(i) When the **lease expires**, located on page _____ paragraph _____ of lease document.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. **BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:**

(a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
W.S.12-4-408(b) (Line 2) Food Sales: \$ _____ (_____ %)
(Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: \$ _____ (_____ %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

- (a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix)

(b) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesale malt beverage license with the Liquor Division)
- ☐ YES ☐ NO

☐ YES ☐ NO

4 SOCIAL CLUB LICENSE HOLDERS ONLY:

- (a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended?
- ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Jennifer McLaughlin	4/8/71	7021 Hwy 14-16 ARVADA, WY. 82831	307-751-8382	YES ☒ NO ☐	YES ☐ NO ☒	YES ☒ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

Per W.S. 12-4-102(a)(iv) & (v) each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license,
I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
COUNTY OF Campbell) ss.

Signed and sworn to before me on this 2 day of November, 2021 that the facts alleged in the foregoing instrument are true by the following:

X1) <u>Jennifer McLaughlin</u> (Signature)	<u>Jennifer McLaughlin</u> (Printed Name)	<u>owner</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title

(SEAL) RAYLENE HART
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 165674
MY COMMISSION EXPIRES: 07/01/2027

Witness my hand and official seal:

Raylene Hart
Signature of Notary Public
My commission expires: 7/1/27

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:	L 4015	
Reviewer:	Initials	Date
Agent:		/ /
Mgr:		/ /

To be completed by City/County Clerk

License Fees	Annual Fee:	\$ 100 . 00	Local License #:	
	Prorated Fee:	\$	Date filed with clerk:	11 / 9 / 2021
	Transfer Fee:	\$	Advertising Dates: (2 Weeks)	12/7/2021 & 12/14/2021
	Publishing Fee:	\$ 32 . 40	Hearing Date:	12 / 21 / 2021
Publishing Fee Direct Billed to Applicant: ☐				

License Term: 2/7/2022 Through 2/6/2023

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant:	MOOSE LODGE #1957		
Trade/Business Name (dba):	MOOSE LODGE #1957		
Building Address: (Building to be licensed)	2704 HACKATHORN LN GILLETTE, WY 82716 CAMPBELL		
Local Mailing Address:	PO BOX 1977 GILLETTE, WY 827171977		
Local Business Telephone Number:	(307) 686-0212	Fax Number:	(307) 686-0227
Business E-Mail Address: lodge1957@mooseunits.org			

FILING IN COUNTY OF CAMPBELL	FILING AS (CHOOSE ONLY ONE) ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LP/LLP ☐ LLC ☐ CORPORATION ☐ LTD PARTNERSHIP ☒ ORGANIZATION ☐ OTHER			
TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE) <table><tr><td>RETAIL LIQUOR LICENSE ☐ ON-PREMISE ONLY (BAR) ☐ OFF-PREMISE ONLY (PACKAGE STORE) ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)</td><td>☐ RESTAURANT LIQUOR LICENSE ☐ RESORT LIQUOR LICENSE ☐ BAR AND GRILL LIMITED RETAIL (CLUB) ☐ VETERANS CLUB ☒ FRATERNAL CLUB ☐ GOLF CLUB ☐ SOCIAL CLUB</td><td>☐ MICROBREWERY ☐ WINERY ☐ DISTILLERY SATELLITE ☐ WINERY SATELLITE ☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT SPECIAL DESIGNATIONS:</td></tr></table>		RETAIL LIQUOR LICENSE ☐ ON-PREMISE ONLY (BAR) ☐ OFF-PREMISE ONLY (PACKAGE STORE) ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	☐ RESTAURANT LIQUOR LICENSE ☐ RESORT LIQUOR LICENSE ☐ BAR AND GRILL LIMITED RETAIL (CLUB) ☐ VETERANS CLUB ☒ FRATERNAL CLUB ☐ GOLF CLUB ☐ SOCIAL CLUB	☐ MICROBREWERY ☐ WINERY ☐ DISTILLERY SATELLITE ☐ WINERY SATELLITE ☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT SPECIAL DESIGNATIONS:
RETAIL LIQUOR LICENSE ☐ ON-PREMISE ONLY (BAR) ☐ OFF-PREMISE ONLY (PACKAGE STORE) ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	☐ RESTAURANT LIQUOR LICENSE ☐ RESORT LIQUOR LICENSE ☐ BAR AND GRILL LIMITED RETAIL (CLUB) ☐ VETERANS CLUB ☒ FRATERNAL CLUB ☐ GOLF CLUB ☐ SOCIAL CLUB	☐ MICROBREWERY ☐ WINERY ☐ DISTILLERY SATELLITE ☐ WINERY SATELLITE ☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT SPECIAL DESIGNATIONS:		
To Assist the Liquor Division with scheduling inspections: OPERATIONAL STATUS <table><tr><td>☒ FULL TIME (e.g. Jan through Dec) ☐ SEASONAL/PART-TIME ☐ NON-OPERATIONAL/PARKED</td><td>(specify months of operation) DAYS OF WEEK (e.g. Mon through Sat) HOURS OF OPERATION (e.g. 10a - 2a)</td><td>from _____ to _____ from Mon to Sat. from 3:00P.M. to 10:00 P.M.</td></tr></table>		☒ FULL TIME (e.g. Jan through Dec) ☐ SEASONAL/PART-TIME ☐ NON-OPERATIONAL/PARKED	(specify months of operation) DAYS OF WEEK (e.g. Mon through Sat) HOURS OF OPERATION (e.g. 10a - 2a)	from _____ to _____ from Mon to Sat. from 3:00P.M. to 10:00 P.M.
☒ FULL TIME (e.g. Jan through Dec) ☐ SEASONAL/PART-TIME ☐ NON-OPERATIONAL/PARKED	(specify months of operation) DAYS OF WEEK (e.g. Mon through Sat) HOURS OF OPERATION (e.g. 10a - 2a)	from _____ to _____ from Mon to Sat. from 3:00P.M. to 10:00 P.M.		

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(a) OWN the licensed building?	☒ YES (own)
(b) LEASE the licensed building? (Lease must be through the term of the liquor license)	☐ YES (lease)
(c) LEASE is current and on file with the licensing authority & Liquor Division.	☐ YES ☐ NO

If lease is not current, please submit a copy of the lease and indicate:

(i) When the lease expires, located on page _____ paragraph _____ of lease document.

(ii) Where the Sales provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)	(Line 2) Food Sales: \$ _____ (_____ %)
W.S.12-4-408(b)	(Line 3) Gross Sales: \$ _____ (_____ %)
(Line 1 + Line 2 must = Line 3)	
(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a)	☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

- (a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO
- (b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
- (Requires wholesale malt beverage license with the Liquor Division)

4 SOCIAL CLUB LICENSE HOLDERS ONLY:

- (a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Wade Norris	3-21 1977	5004 Darrell St. Gillette WY 82713	660 2468	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
Victor Silbaugh	7-29 1955	2060 W-45 Rd Gillette WY 82713	680- 5238	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
Ken Bergeson	01-28 1954	905 West 2nd St. 5-B Gillette WY 82713	307-689 9855	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
Marvin James	9-30 1969	950 Means Gillette WY 82713	307 244 0642	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

Per W.S. 12-4-102(a)(iv) & (v) each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license,
I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
COUNTY OF Campbell) ss.

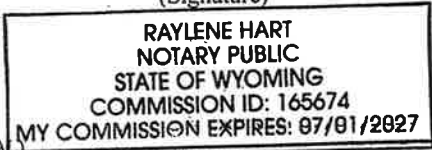
Signed and sworn to before me on this 9 day of November, 2021 that the facts alleged in the foregoing instrument are true by the following:

X1) Victor Silbaugh (Signature) Victor Silbaugh (Printed Name) Admin (Title)

X2) Ken Bergeson (Signature) Ken Bergeson (Printed Name) Treasurer (Title)

3) _____ (Signature) _____ (Printed Name) _____ (Title)

4) _____ (Signature) _____ (Printed Name) _____ (Title)



Witness my hand and official seal:

[Signature] (Signature of Notary Public)
My commission expires: 7/1/2027

For Section 2 of the Liquor Application

	True and Correct Name	Date of Birth	Residence Address No & Street City, State & Zip (No PO Boxes)	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
President Governor	Wade Norris	3-21 1977	5004 Darrell St, Gillette WY 82718	660 2468	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
Jr. Governor Vice President	Patrick Gregory Greenwood	10/02/61	3338 Georgia Circle #18 Gillette WY 82718	307.689. 9068	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
Chaplin Pastor	Tony Padilla	7/30 1963	608 Gold Rd Gillette WY 82716	307-247 2571	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
Treasurer	Ken Bergeson	01 28 1954	905 West 2nd ST 5-B Gillette WY 82716	307 689 9855	YES ☒ NO ☐	YES ☐ NO ☒	YES ☒ NO ☐
Trustee	Marvin James	9-30 1969	950 Means Gillette WY 82716	307 299 0642	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
Trustee	Doug Robinson	11-24 1947	76 BORDERLINE RD Gillette WY 82716	307 680-2880	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
Trustee	Cindy French	1-28 1967	3100 GoldenROD AVE Gillette WY 82716	307-680 4309	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
Admin	Victor Silbaugh	7-29 1955	2060-W-4-J RD Gillette WY 82718	307-680 5238	yes	NO	NO

307-687-6455

RENEWAL OF
LIQUOR LICENSE OR
PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:	C 4377	
Reviewer:	Initials	Date
Agent:		/ /
Mgr:		/ /

To be completed by City/County Clerk		Local License #:	
License Fees	Annual Fee: \$ 1,500.00	Date filed with clerk:	11 / 5 / 2021
	Prorated Fee: \$	Advertising Dates: (2 Weeks)	
	Transfer Fee: \$	12/7/2021 & 12/21/2021	
	Publishing Fee: \$ 32.40	Hearing Date:	12 / 21 / 2021
Publishing Fee Direct Billed to Applicant: ☐			
License Term: 2/7/2022 Through 2/6/2023			
LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.			
Applicant: THE OFFICE SALOON LLC			
Trade/Business Name (dba): THE OFFICE SALOON			
Building Address: 1400 N HWY 14-16			
(Building to be licensed)			
GILLETTE, WY 82716 CAMPBELL			
Local Mailing Address: 1400 N HWY 14-16			
GILLETTE, WY 82716			
Local Business Telephone Number: (307) 687-7713		Fax Number:	
Business E-Mail Address: cmburkhardt@live.com			
FILING IN		FILING AS (CHOOSE ONLY ONE)	
COUNTY OF CAMPBELL		☐ INDIVIDUAL ☐ CORPORATION	
		☐ PARTNERSHIP ☐ LTD PARTNERSHIP	
		☐ LP/LLP ☐ ORGANIZATION	
		☒ LLC ☐ OTHER	
TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)			
RETAIL LIQUOR LICENSE		☐ RESTAURANT LIQUOR LICENSE	
☐ ON-PREMISE ONLY (BAR)		☐ RESORT LIQUOR LICENSE	
		☐ BAR AND GRILL	
☐ OFF-PREMISE ONLY (PACKAGE STORE)		LIMITED RETAIL (CLUB)	
☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)		☐ VETERANS CLUB	
		☐ FRATERNAL CLUB	
		☐ GOLF CLUB	
		☐ SOCIAL CLUB	
		☐ MICROBREWERY	
		☐ WINERY	
		☐ DISTILLERY SATELLITE	
		☐ WINERY SATELLITE	
		☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT	
SPECIAL DESIGNATIONS:			
To Assist the Liquor Division with scheduling inspections: OPERATIONAL STATUS			
☒ FULL TIME (e.g. Jan through Dec)		(specify months of operation)	
☐ SEASONAL/PART-TIME		DAYS OF WEEK (e.g. Mon through Sat)	
☐ NON-OPERATIONAL/PARKED		HOURS OF OPERATION (e.g. 10a - 2a)	
		from January to December	
		from Sunday to Saturday	
		from 6:00 AM to 2:00 AM	

1. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii)

(a) **OWN** the licensed building? ☒ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division. ☐ YES ☐ NO

If lease is not current, please submit a copy of the lease and indicate:

(i) When the **lease expires**, located on page _____ paragraph _____ of lease document.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease.

(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. **BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:**

(a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____%)

W.S.12-4-408(b) (Line 2) Food Sales: \$ _____ (_____%)

(Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: \$ _____ (_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

(SEAL)

The following page(s) contain the backup material for Agenda Item: [10:20 Ludog Zoning Request](#)



Memorandum Department of Public Works

TO: Campbell County Board of Commissioners

FROM: Sam Proffer, Planner and Zoning Administrator

DATE: December 21, 2021 Meeting

SUBJECT: Ludog Zoning Request

Case Number: 21.05.COZ

Summary: This zoning request is to establish a zoning classification for the proposed new Ludog Minor Subdivision, Case No. 21.03.COMP. The proposed subdivision will be a 3-lot subdivision consisting of two 5-acre parcels and one 10-acre parcel. The subdivision is contiguous with the Overbrook Subdivision, currently zoned R-S, Rural Suburban.

The applicant originally requested a zoning classification of R-R, Rural Residential because of an existing HUD manufactured home on the proposed 10-acre lot. Both R-S and R-R zoning classifications are low-density zones, but R-R allows for HUD homes while R-S zoning does not.

After feedback from adjacent property owners and recommendation from staff, the applicant for the Ludog Subdivision has agreed to zone the proposed subdivision as R-S to maintain the character of the Overbrook Subdivision.

If approved by the Board as requested and upon final approval of the Ludog Subdivision, the Planning & Zoning Division will issue a Certificate of Legal Non-conforming Use for the existing HUD home. This will allow the home to remain as-is in compliance with Campbell County zoning regulations.

Current Zoning: None

Proposed Zoning: R-S, Rural Suburban

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

Exhibits: Exhibit 'A', Zoning Hearing Publication Notice (scroll to page 3.)

Exhibit 'B', Planning Commission Case File 21.05.COZ (scroll to pages 4-53)

Exhibit 'C', November 18th, 2021 Planning Commission Minutes (scroll to pgs 54-62)

Planning Commission Recommendation: On November 18th, 2021, the Planning Commission recommended approval of the zoning request of R-S, Rural Suburban for the proposed Ludog Subdivision, Case No. 21.05.COZ.

Staff Recommendation: Staff recommends approval of the Ludog zoning request of R-S Rural Suburban, Case No. 21.05.COZ, effective upon approval of the Ludog Subdivision, Case No. 21.03.COMP.

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



Department of Building and Zoning

ZONING NOTICE

A public hearing will be held by the Campbell County Commissioners on Tuesday, December 21, 2021 at 10:20 A.M. in the Campbell County Courthouse, Commissioners' Chambers, 500 South Gillette Avenue, Gillette, Wyoming for the purpose of hearing a zoning request for the Ludog Subdivision. The applicant has requested that the proposed new subdivision be zoned R-S, Residential Suburban.

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

Sam Proffer
Planning & Zoning Administrator

Publish: Saturday, December 4th, 2021

ENCLOSURE 1

21.05.COZ LUDOG SUBDIVISION ZONING REQUEST

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



**Ludog Subdivision
Zoning Request**

November 10, 2021

Planning Commission Meeting
November 18th, 2021

Board of Commissioners Meeting

Applicant: Randy Wirfel, Owner

Case Number: 21.05 COZ

Agent: Sheila Slocum, PCA Engineering Inc.

Summary: This zoning request is in conjunction with the Ludog Minor Subdivision request, Case No. 21.03.COMP as required by Campbell County Chapter 6 Subdivision Regulations Section 6.9(f).

Legal Description: Portion of Lot 2, Section 15, T49

Location: 215 Overbrook Road, contiguous with Phase II of the Overbrook Subdivision.

Current Zoning: Unzoned

Proposed Zoning: R-R (Rural Residential)

Existing Land Use: Single Family Dwelling on 21.28 acres (approximately)

Proposed Land Use: Subdivide the existing 21.28 acres into 3 residential lots

Adjacent Land Use: North: Single Family Residential (Zoned R-S)
South: Vacant grasslands (unzoned)
East: Mix of Vacant & Residential (unzoned and R-S)
West: Single Family and Agricultural (unzoned)

Exhibits:

Exhibit ‘A’ Overview Aerial Zoning Map (pg. 15)

Exhibit ‘B’ R-R and R-S District Land Use Charts (pgs. 16 - 19)

Exhibit ‘C’ Adjacent Landowner Letters for Consideration (pgs. 20 - 49)

Discussion:

The subject property is contiguous to an R-S Residential Suburban district that encompasses a large area to the north, east, and extends to the south. The nearest R-R district is approximately 8/10th of a mile away separated by unzoned, undeveloped land. Reference Exhibit ‘A’.

The most significant difference in the two zoning classifications is that R-R districts allow for HUD manufactured homes, while R-S does not. Reference the definitions from Chapter 7 Zoning Regulations below.

- **Dwelling, Single-Family.** A building having accommodations for and occupied exclusively by one family. This includes houses built on site or factory built modular homes which meet the International Residential Code. (*R-S District*)
- **Dwelling, Manufactured Home.** A manufactured home is a structure, transportable in one or more sections, and which is built on a permanent chassis. Manufactured dwellings are built to U.S. Department of Housing and Urban Development (HUD) standards. For the purpose of these provisions, a mobile home shall be considered a manufactured home. (*R-R District*)

Please reference Exhibit ‘B’, District Use Charts for all allowable uses in R-R and R-S districts.

Zoning Considerations:

The differences between the two zoning districts are minimal except for the type of homes allowed; however, the location and size of the proposed development presents its’ own unique issues.

Typically, zoning districts encompass large defined geographic areas rather than a few lots. A different zoning classification for a few lots would be considered ‘spot zoning’. For one definition of spot zoning, reference the following from the American Planning Association’s publication, “A Planners Dictionary”:

“Spot zoning is the zoning of a small land area for a use which differs measurably from the zoned land use surrounding this area. Land may not merely be so zoned in the interest of an individual or small group, but must be in the general public interest. Such zoning does not conform to the future land use plan and is not otherwise necessary in order to protect the health, safety, welfare, or morals of the community. (Hot Springs, Ark.)”

Granting the R-R zoning classification would be problematic for future development of surrounding unzoned land by forcing the undeveloped land to be zoned R-R to avoid an area of spot zoning.

One consideration is the existing HUD manufactured home at the site. A zoning classification of R-S would simply make the HUD home a legal non-conforming use (grandfathered).

Staff Recommendation:

Staff cannot recommend approval of zoning the Ludog Subdivision as ‘R-R’ as requested in accordance with established planning practice. Staff recommends approval of an ‘R-S’ District.

Planning Commission Recommendation:

Board of Commissioners' Decision:



Application for Zoning Amendment

Permit Cost: \$200.00

Primary Code Reference: **Chapter 7, Sections 10.60 and 10.5**

Applicant Information

Name of Applicant: Randy Wirfel	
Applicant Phone Number: 307-299-8005	Applicant Fax Number:
Applicant Mailing Address: 215 Overbrook Road, Gillette, WY 82718	
Applicant Email Address: wirfelr@yahoo.com	
Relationship of Applicant to Property:	☒ Owner ☐ Tenant ☐ Lessee ☐ Other
Name of Authorized Agent (if applicable): PCA Engineering, Inc. - Sheila Slocum	
Agent Phone Number: 307-687-0600	Agent Fax Number:
Agent Mailing Address: P.O. Box 2185, Gillette, WY 82717	
Agent Email: slocums@pcaengsur.com	

Property and Use Information

Property Address (if different from applicant):	
Current Zoning: N/A	Current Use: residential
Proposed Zoning: R-R	Proposed Use: residential
Legal Description(s): Portion Lot 2, Section 15, T49N, R73W, Campbell County, Wyoming	

Project Information

Description of Amendment: *Please describe your project/use in as much detail as you feel necessary. Use extra sheets if required.*
 Subdividing parcel into 3 lots.

FOR USE BY COUNTY STAFF – DO NOT WRITE HERE

Case Name/No.: 21.05.COZ	Date Received: 10/14/21
Fee/Amount Paid: \$200.00	
Planning Comm. Date:	PC Recommendation: ☐ Approve ☐ Modify ☐ Deny
County Comm. Date:	CC Decision: ☐ Approve ☐ Deny
Chairman:	Date Signed:



Application for Zoning Amendment

Page 2

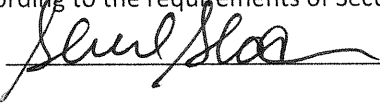
The following items shall be submitted along with this application. Please review Chapter 7, Section 10.60 and/or Section 10.5 for the procedures and approvals required for a Zoning Amendment.

Required Materials:

- A 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.
- 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.
- The names, addresses, and phone numbers of all property owners within 1,000 feet of the subject property.

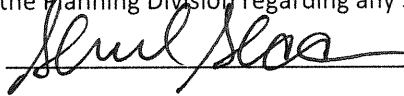
Acknowledgement of Right to Appeal

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

Applicant Signature:  Authorized Agent: Sheila Slocum

Agent Authorization and Request for Notification of Changes

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

Applicant Signature:  Date: 10-12-21

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



PUBLIC WORKS DEPARTMENT

RECEIPT

CAMPBELL COUNTY, WY
Department of Public Works
500 S Gillette Ave, Suite 1500
Gillette, WY 82176
307-682-1970

Receipt Number: 21-00025
Payment Date: 10/14/2021
Payment Amount: \$200.00
Payment Method: Check
Payer Name: PCA Engineering Inc., Sheila Slocum
Payer Address: P.O. Box 2185, Gillette, WY 82717
Cashier Name: Sam Proffer
Check Number 39457

TYPE	DESCRIPTION	AMOUNT
Project Ludog Zoning Request	Application Fee	\$200.00
Total Amount		\$200.00
Total Amount Paid		\$200.00

Legal Description
Ludog Subdivision
October 12, 2021

A parcel located in a portion of the Lot 2 (NW1/4NE1/4) of Section 15, T49N, R73W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Commencing at the northeast sixteenth corner of said Section 15 and being the point of beginning, monumented by an aluminum cap stamped PELS 8885, 2006;

Thence S89°51'46"W, 699.38 feet to the southwest corner of said parcel, monumented by an aluminum cap stamped PELS 8885;

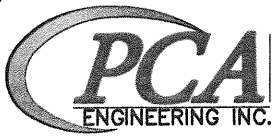
Thence N00°37'02"E, 1323.15 feet to the northwest corner of said parcel, monumented by an aluminum cap stamped PELS 8885;

Thence N89°40'41"E, 700.04 feet to the northeast corner of said parcel, monumented by a plastic cap stamped RLS 2333;

Thence S00°38'39"W, 1325.42 feet to the point of beginning.

Said parcel contains 21.270 acres more or less.

Basis of bearing for said legal description is the Wyoming State Plane Grid, NAD83, East Zone (4901).



CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING

LUDOG SUBDIVISION ZONING R-R

4506 Wigwam Blvd.
P.O. Box 2185
Gillette, Wyo. 82716
Ph. (307) 687-0600



N.T.S.

OVERBROOK ROAD

N89°40'41"E 700.04'

LOT 1
5.003 ACRES

LOT 2
5.003 ACRES

LOT 3
10.479 ACRES

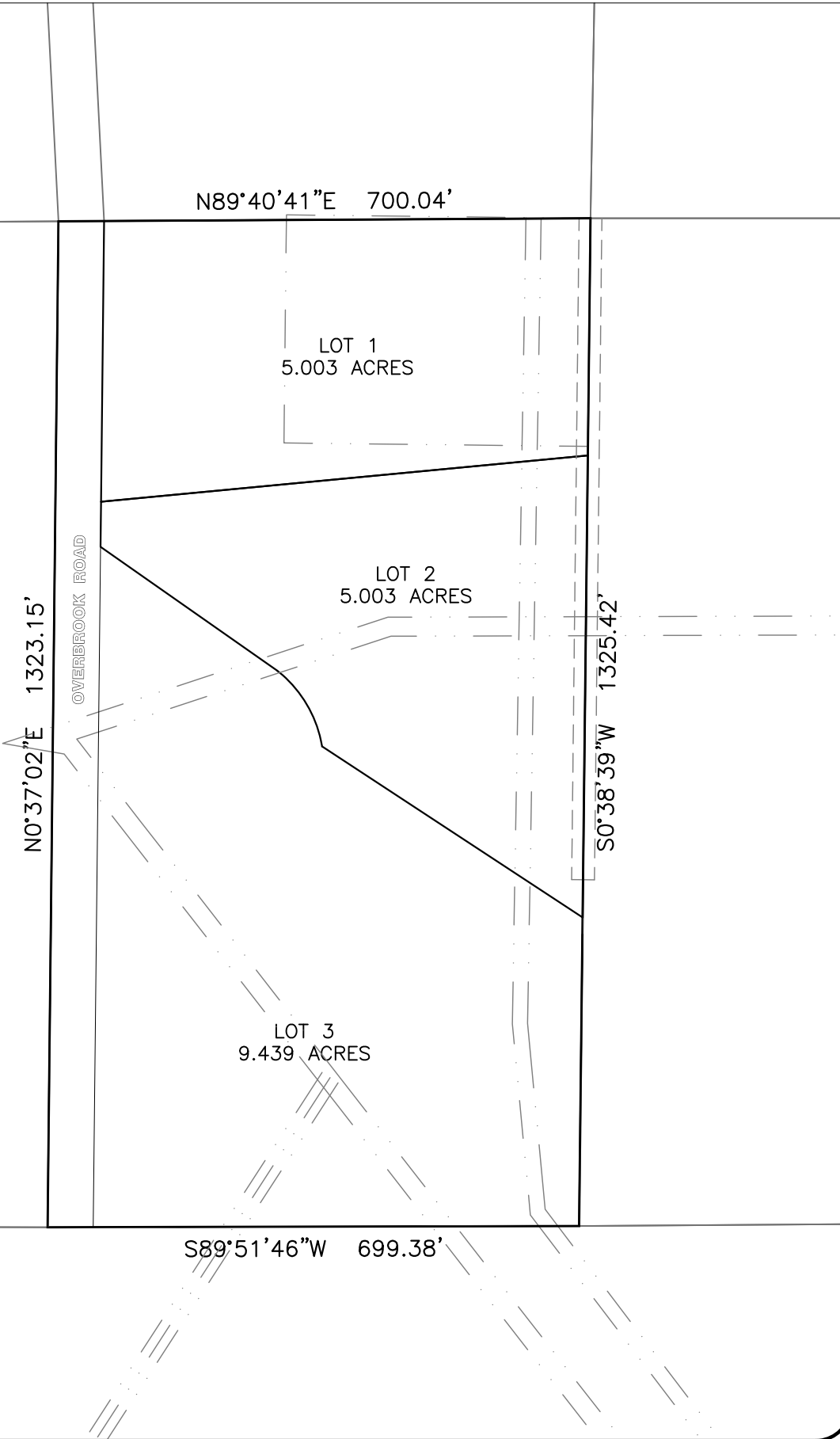
N0°37'02"E 1323.15'

S0°38'39"W 1325.42'

S89°51'46"W 699.38'

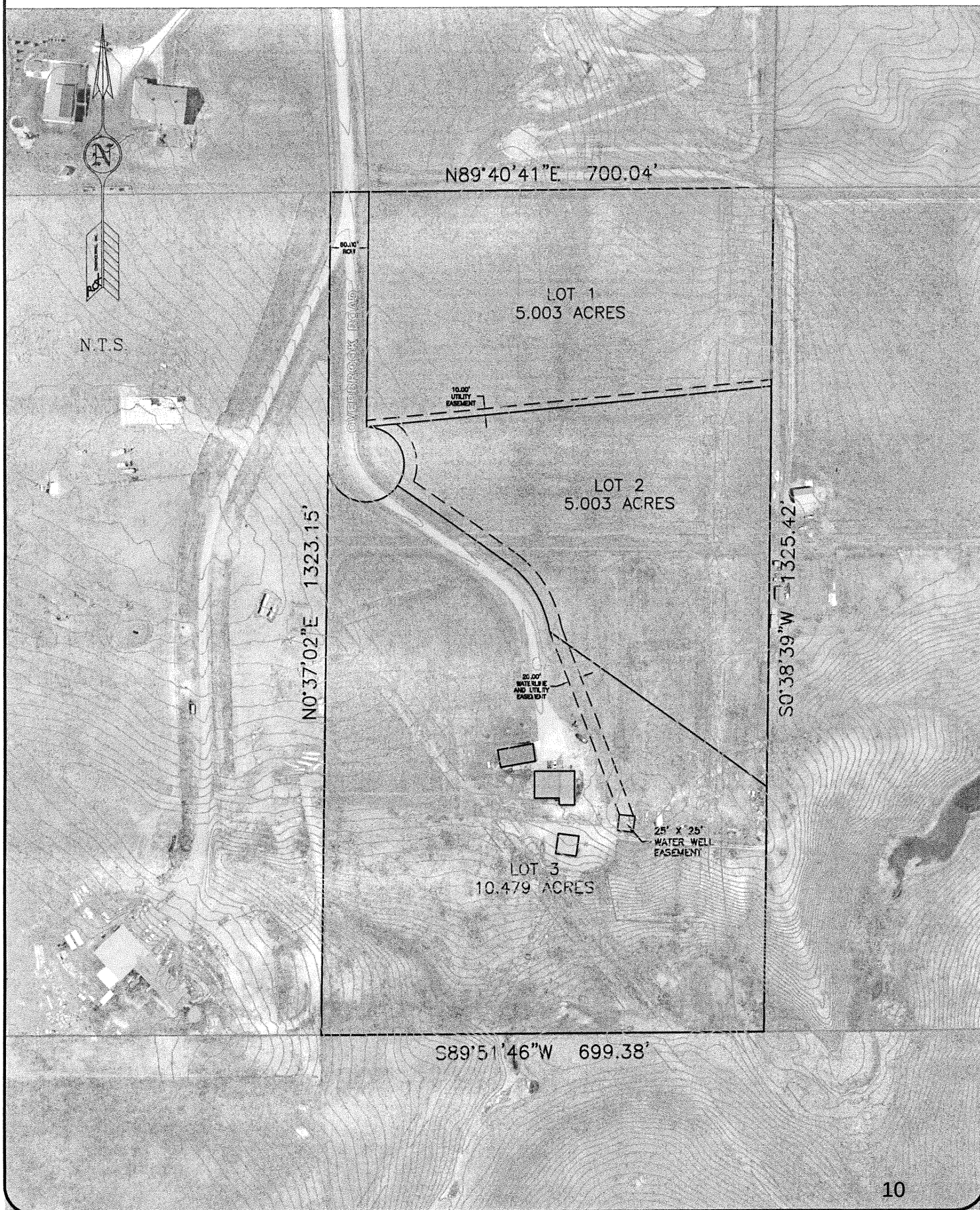


N.T.S.



LUDOG SUBDIVISION ZONING R-R SITE PLAN

4506 Wigwam Blvd.
P.O. Box 2185
Gillette, Wyo. 82716
Ph. (307) 687-0600



DEPARTMENT OF PUBLIC WORKS

Building & Planning Division

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

10/19/2021

RE: Ludog Subdivision / Zoning Request / Case No.'s 21.03.COMP & 21.05.COZ
Legal Description: Portion Lot 2 Section 15 T49N R73W (215 Overbrook Road)

Dear Neighboring Landowner:

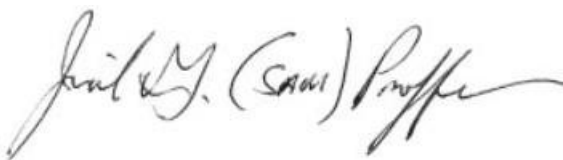
I would like to inform you of a proposed Minor Subdivision Final Plat and Zoning request in your area. If you should have any concerns or comments, you are invited to attend the following public hearing:

The County Planning Commission will review the Minor Subdivision Final Plat and Zoning request at their regular meeting on Thursday, November 18th, 2021 at 7 p.m. in the Commissioners' Chambers of the Courthouse, 500 South Gillette Avenue, Gillette, Wyoming.

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

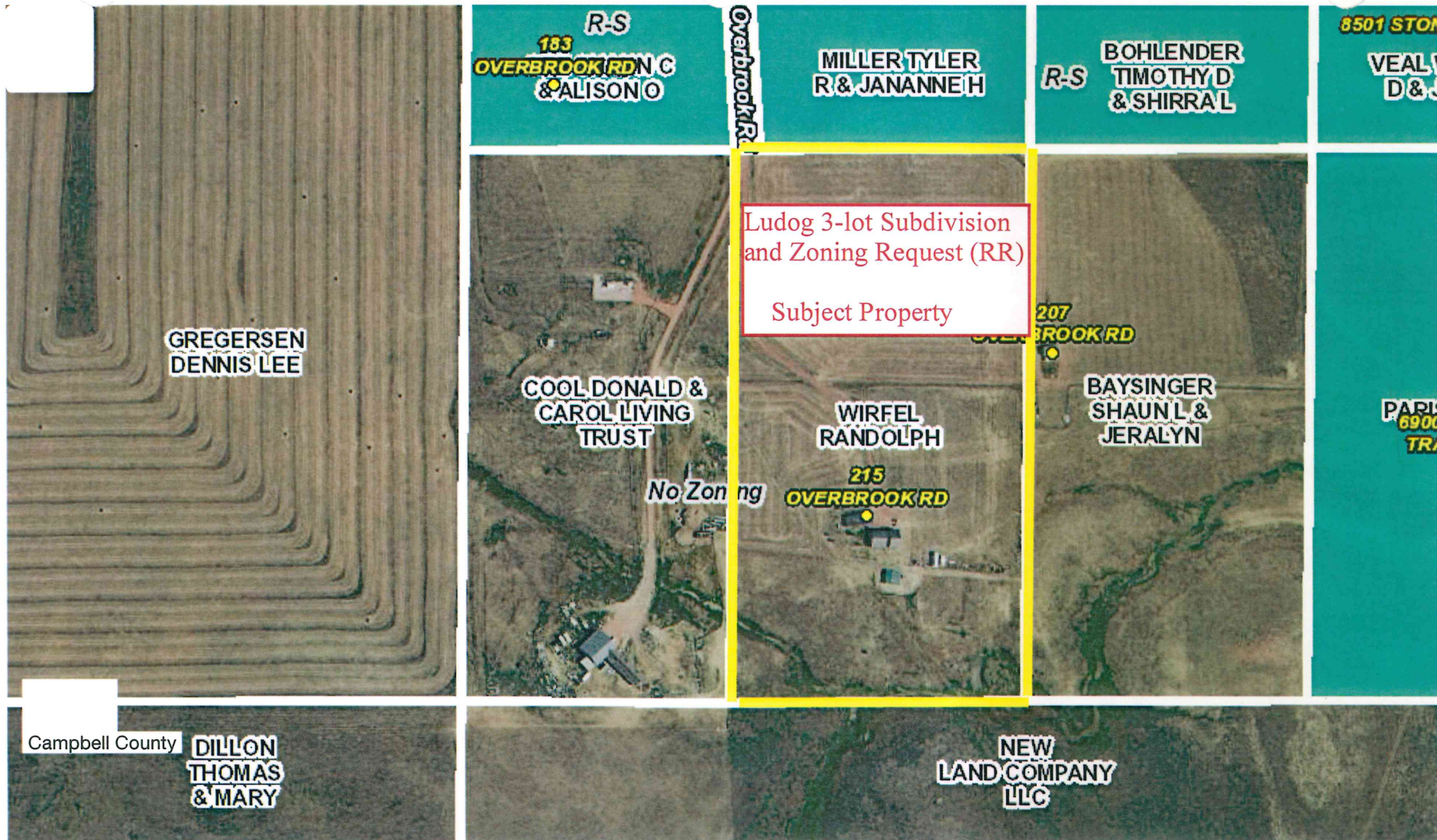
If you are unable to attend the meeting and have any comments regarding this proposal, you may send a signed letter or fax to this office and it will be forwarded to the Commissioners on your behalf. Copies of project documents are enclosed for your review. Please do not hesitate to contact us at 682-1970 if you have questions.

Sincerely,

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

Sam Proffer
Planner and Zoning Administrator

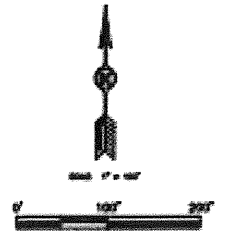
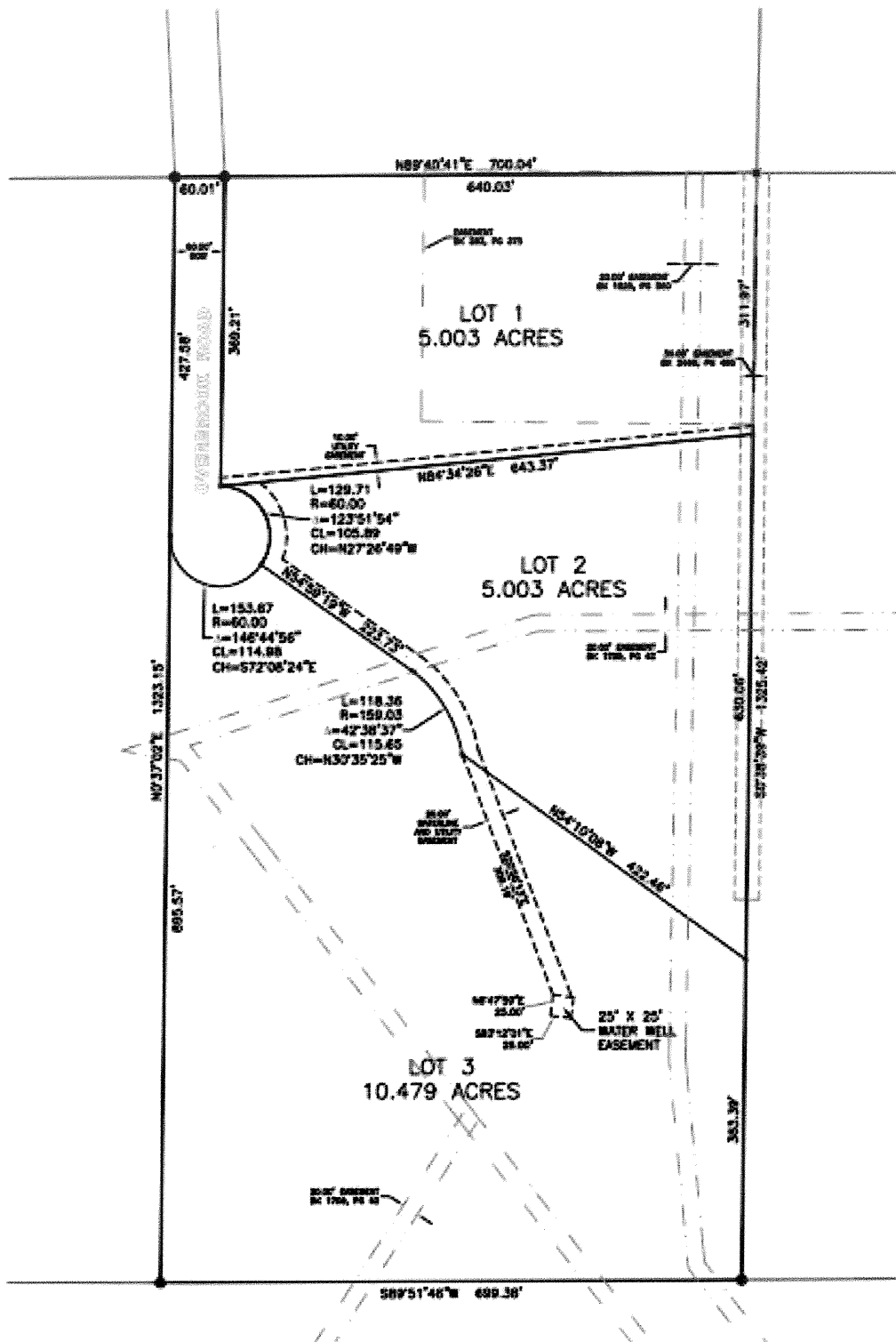
Enclosures: Aerial Map, Subdivision Site Plan



▼ 215 OVERBROOK RD X Q

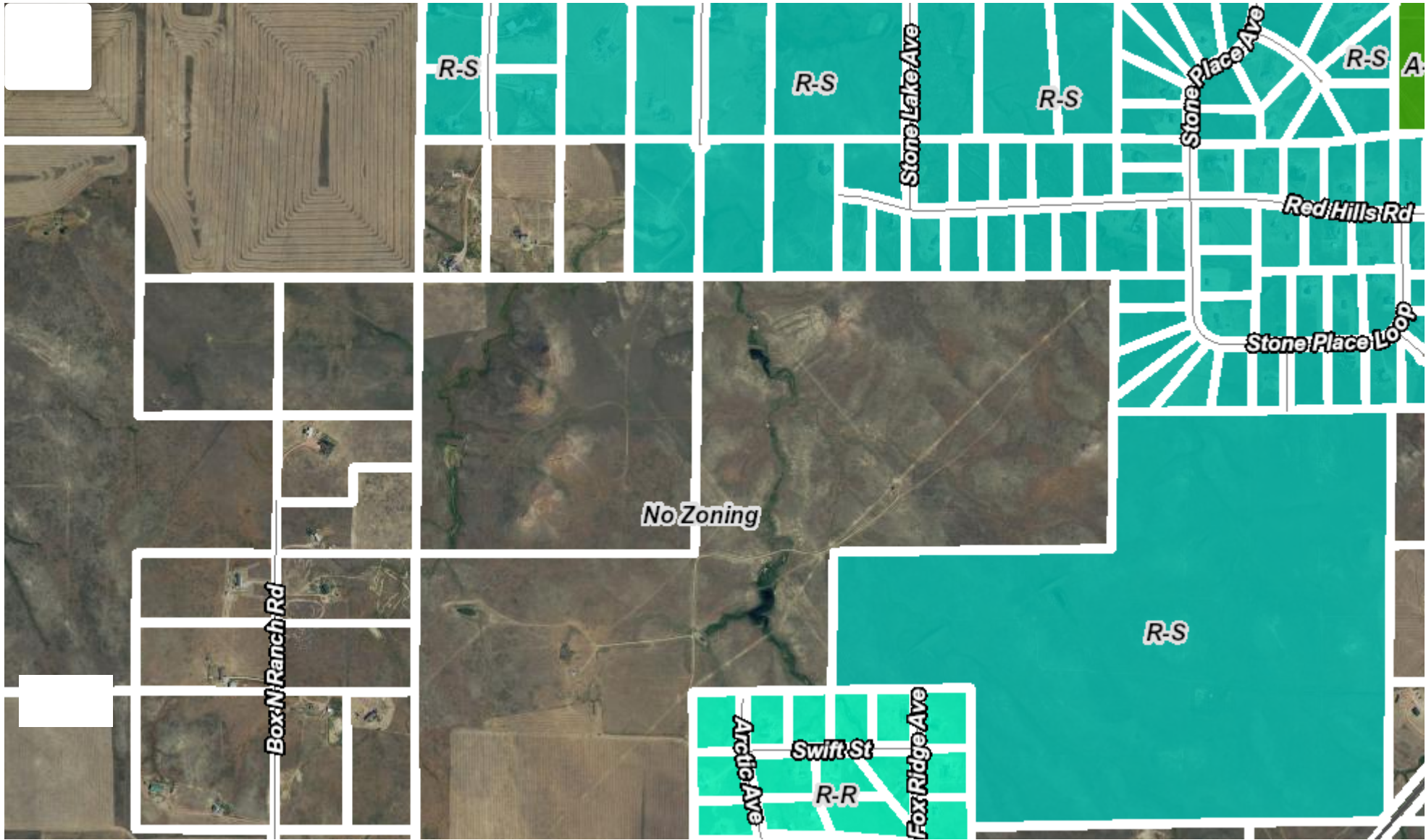
LUDOG SUBDIVISION

LOCATED IN A PORTION OF LOT 2 (NW1/4NE1/4) OF SECTION 15, T49N, R73W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING



Ludog Mailing List

Name	Mailing Address	Mailing City	Mailing St	Mailing Zip
Thomas & Mary Dillon	112 Box N Ranch Rd	Gillette	WY	827188851
New Land Company LLC	25528 Genesee Trail Rd	Golden	CO	804019366
Jeoffrey J & Barbara A Pilon	158 Overbrook Rd	Gillette	WY	827184098
Kent & Raeann Revocable Trusts Jeffries	165 Overbrook Rd	Gillette	WY	827184098
Shaun C & Alison O Gee	183 Overbrook Rd	Gillette	WY	827184098
Tyler R & Jananne H Miller	199 Overbrook Rd	Gillette	WY	827184098
Shaun L & Jeralyn Baysinger	4410 Puma Dr	Casper	WY	826044506
Randolph Wirfel	215 Overbrook Rd	Gillette	WY	827184178
Donald & Carol Cool Living Trust	220 Overbrook Rd	Gillette	WY	827184178
Janell Paris	6900 Stone Trail Ave	Gillette	WY	827180000
Dennis Lee Gregersen	PO Box 1990	Gillette	WY	827171990
William D & Jean M Veal	8501 Stone Field Ct	Gillette	WY	827188500
Timothy D & Shirra L Bohlender	8701 Stone Field Ct	Gillette	WY	827188501



Use District Chart District R-R

USE ↓	REGULATIONS →	R-R District							
		DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS							
		Review Process (see Table 10.10-1)	MINIMUMS			MAXIMUMS		Sign Category (See Section 40.25)	Special Use Regulations (See Section 45)
			Lot Size = 1 acre Lot Width = 125' at the front setback except on lots accessed by cul-de-sac, then 40' at the property line			Lot Coverage (percent)	Height of Structure (feet)		
			REQUIRED YARD SETBACK						
Front (feet)	Side (feet)		Rear (feet)						
Residential Uses ⁶									
Bed and Breakfast ²	1	30	15	40	10	35 ¹	A		
Child Care Home	3	30	15	40	10		A	45.60	
Dwelling, Manufactured Home ²	1	30	15	40	10		A	45.30	
Dwelling, Single-Family ²	1	30	15	40	10		A		
Group Care Facilities	3	40	25	50	15		D	45.35	
Accessory Uses ⁶	1	30	5	10					
Commercial Uses									
Neighborhood Commercial ⁴	4	30	15	40	50	35 ¹	D		
Religious Institution or Parish House ¹	1	30	15	40	20		D		
Institutional or Government Facility, except Police Firing Ranges	1	100	75	100	50		E		
School, Public or Private, All Types ³	1	30/50	30/50	30/50	35		E		
Taxidermy	4	40	25	50	15		B		
Accessory Uses ⁶	1	30	10	15					
Utilities, Transportation, and Communications									
Public Utility Facilities and Infrastructure	1	40	25	50	50	35 ¹	D	45.55	
Recreational Uses									
Park or Playground	1	40	25	50	10	35 ¹	D		
Golf Course	1	40	25	50	15		E		

Special Regulations. The following special regulations apply to individual land uses as designated in the Use District Chart above. Additional regulations and requirements may be found in General Regulations, Section 1.5, and Parking Requirements, Section 40.10.

- (1) Church spires, church towers, chimneys, flagpoles, antennas, monuments, water towers and fire towers are exempt from height limitations. Please see Section 32 for height restrictions for Wind Power Generation facilities.
- (2) On corner lots, only one front yard must be a minimum of 30 feet. All other front yards shall be regulated as a side yard (minimum 15-foot yard). The applicant may select which front yard shall meet the 30-foot requirement.
- (3) Up to 49 students: requires 30-foot setbacks. Over 50 students: requires 50-foot setbacks.
- (4) Retail sales and services within this residential district are intended to be neighborhood scale. The Applicable Director has the authority to determine the appropriateness of any given retail use in this zone and in the specific location of the proposal. The Applicable Director will provide notice of the decision in writing. For neighborhood commercial uses, the site must:
 - (a) Be small in size;
 - (b) Have access to collector streets.
 - (c) Preferably be located at intersections with local or other collector roads;
 - (d) Have public water and sewer service;
 - (e) Exhibit environmental features such as soil and topography suitable for compact development; and
 - (f) Include adequate buffering by physical features or adjacent uses to protect nearby residential development and preserve the natural character of the County.

Acceptable uses will have a limited impact on adjacent residential areas especially in terms of lighting, signage, traffic, odor, noise, and hours of operation. Acceptable uses should be compatible with surrounding development in terms of vehicular traffic levels, scale, building design, materials, and color. Suggested uses are neighborhood-scale commercial, professional, and office uses such as individual medical offices, branch banks, small service establishments, convenience stores with limited hours of operation, small restaurants, and smaller public facilities. Examples of uses which are considered unacceptable include fast-food restaurants, 24-hour convenience stores, and gas stations.
- (5) All residential uses that are adjacent to a mineral extraction use or an intensive agricultural activity shall maintain a 100-foot setback between the use and the shared property line.
- (6) See Accessory Uses (Section 45.65).

**Use District Chart
District R-S**

USE 	REGULATIONS 	R-S District							
		DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS							
		Review Process (see Table 10.10-1)	MINIMUMS			MAXIMUMS		Sign Category (See Section 40.25)	Special Use Regulations (See Section 45)
			Lot Size = 15,000 s.f. Lot Width = 100' at the front setback, except on lots accessed by cul-de-sac, then 40' at the property line			Lot Coverage (percent)	Height of Structure (feet)		
REQUIRED YARD SETBACK									
		Front (feet)	Side (feet)	Rear (feet)					
Residential Uses ⁷									
Bed and Breakfast ²	1	30	15	40	10	35 ¹	A		
Child Care Home	3	30	15	40	10		A	45.60	
Dwelling, Single-Family ^{2,7}	1	30	15	40	60		A		
Group Care Facilities	3	30	15	40	70		D	45.35	
Accessory Uses ⁶	1	30	5	10					
Commercial Uses									
Child Care Facility	3	40	25	50	15	35 ¹	D	45.60	
Neighborhood Commercial ⁴	4	30	15	40	70		D		
Religious Institution or Parish House ¹	1	30	15	40	70		D		
School, Public or Private, All Types ³	1	30/50	30/50	30/50	70		E		
Taxidermy	4	40	25	50	15		B		
Accessory Uses ⁶	1	30	10	15					
Utilities, Transportation, and Communications									
Public Utility Facilities and Infrastructure	1	40	25	50	50	35 ¹	D	45.55	
Recreational Uses									
Park or Playground	1	30	15	40	35	35 ¹	D		
Golf Course	1	30	15	40	35		E		

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- (4) Retail sales and services within this residential district are intended to be neighborhood scale. The Applicable Director has the authority to determine the appropriateness of any given retail use in this zone and in the specific location of the proposal. The Applicable Director will provide notice of the decision in writing. For neighborhood commercial uses, the site must:
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- (5) All residential uses that are adjacent to a mineral extraction use or an intensive agricultural activity shall maintain a 100-foot setback between the use and the shared property line.
- (6) See Accessory Uses (Section 45.65)
- (7) Dwellings in this zoning district must be Single Family Dwellings per Section 5, Definitions

11/9/2021

Jerril G. (Sam) Proffer
Planner and Zoning Administrator | Public Works-Planning Division
500 S. Gillette Ave., Suite 1500 | Gillette, WY 82716

Re: Opposition to Ludog Subdivision (Overbrook Rd., Gillette, Wy.)

Dear Mr. Proffer and Campbell County Commissioners:

My wife and I have lived at 122 Overbrook Rd. in Gillette, Wy for less than one year. I was fortunate to receive an early retirement package from Raytheon Technologies after a 30 + year career in Corporate Real Estate. We chose our home and property for the location, the size of lot (10 Acres), and that we were in a subdivision of other similar size and level of homes/properties.

I was very concerned when I learned of the plans for a potential new subdivision, Ludog. First, I was extremely upset because the current owner has somehow attached his property to our Overbrook Subdivision/ISD and uses our roadways without providing compensation to the ISD (every other resident in the Subdivision/ISD pays their annual fees in full). I have not been able to fully understand how this property at the end of our subdivision has the right to use our roadways without compensation to the ISD. It seems very unfair to the rest of the residents who pay their fair share. We will sort that out later. Regarding the Ludog Subdivision, I have great opposition and really would like to ask the Commissioners to give careful and detailed consideration to this request for a subdivision that is not consistent with the adjacent Overbrook Subdivision. The zoning is not consistent, the lot sizes are not consistent, and they expect to use our roadway. Adding two more properties that more than likely will not pay their fair share of the roadway maintenance fees is totally unreasonable. I am also concerned if this Developer of the Ludog Subdivision can follow all the rules and regulations for creating a Subdivision in the State of Wyoming and the County of Campbell, filing documents, water testing and capabilities, sewage systems, roadways, and all other items required under Title 18, Chapter 5, Article 3.

If this owner is compelled to subdivide, I would like to see this land divided into no more than two 10 - acre parcels, zoned Rural Suburban, and either be brought under and governed by the Overbrook Covenants or have each parcel owner required to sign an agreement to build at least a 2,500sf home with an attached two-stall garage and pay the annual Road Use fee. This will allow alignment with the adjacent Overbrook properties and will allow the County to be good stewards of proper land development in Campbell County while maximizing the County Tax Base.

Thank you for your consideration!!!

Sincerely,
Tracy & Cathy Overton
122 Overbrook Rd, Gillette, Wy 82718
319-499-8647

November 8th, 2021

Campbell County Planning Commission
500 S. Gillette Ave.
Suite 1500
Gillette, Wyoming 82716

Re: Ludog Subdivision Final Plat Opposition Letter

Planning Commission:

My name is Tyler Miller and I am representing the Overbrook Improvement and Service District (Overbrook) as the current I&SD President. There is currently a Final Plat for Ludog Subdivision being reviewed and considered by the Campbell County Planning Commission (Commission). With the participation of many neighbors, we have prepared this Opposition Letter for the proposed Ludog Subdivision Final Plat.

Following are the facts that we would like you to consider with this subdivision application:

- 1) Referring to the Campbell County Subdivision Guidelines:
 - a. Subdivision Design Standards state that the following are considerations in making a decision on subdividing lands:

SUBDIVISION DESIGN STANDARDS

- i. 7.1 Purpose and Intent (a) Campbell County is known for its natural resources, natural resource extraction and rural character. The purpose and intent of this Chapter is to balance the location and design of Subdivisions with the protection of these resources and character. It is the further purpose and intent of this section to allow the Subdivision of land while minimizing negative impacts that can occur from subdivision development and maximizing the safety of the residents in new subdivision. (b) Consistent with the Campbell County Land Use Plan, it is Campbell County's intention is to preserve existing rural development and the rural character of the County. This Chapter is intended to encourage low density, rural style developments. Furthermore, consistent with the Campbell County Land Use Plan, it is the County's intention to encourage high density, urban scale development in incorporated city and town limits, where adequate public water, sewer and roads are available.
- ii. 7.4 Lots and Blocks (b) The lot size, width, depth, shape and orientation shall be appropriate for the location of the subdivision, for the type of development and use contemplated, and for future resubdividing where appropriate.

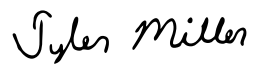
- iii. The subdivision regulations also contemplate the subdivided parcels joining our I&SD: 8.3 Associations or Districts for Subdivision Maintenance (a) An Improvement and Service District, homeowners' or landowners' association, or equivalent, shall be formed for all new Minor and Major subdivisions to provide for the maintenance of Subdivision roads and other infrastructure.
 - iv. Chapter 6 — Subdivision Regulations (Page 6-42) Section (a), Subsection (i) states: New subdivisions are encouraged to join or merge with an existing Improvement and Service District or association in an adjacent Subdivision, or a Subdivision whose roads are used for access to said Subdivision.
- 2) Attachment 1. Zoning Map – Lot Size (shown below) illustrates the size of the lots surrounding the proposed subdivision. Our subdivision was planned with lower density lots in the back. The northern portion of the subdivision are 5-acre tracts. The southern portion of the subdivision are 10-acre tracts. The land adjacent to the southern portion of Overbrook is either unzoned, 20 acre tracts or larger with low-density. The current Ludog property is 20-acres and fits with the original land use plan. However, dividing below 10 acres does not comply with the intent of the Subdivision Standards and will diminish the value of the existing properties. Our subdivision is under covenants (See Attachment 2. Overbrook Covenants) and does not allow for modular homes on the 10 acre lots at the southern portion of the subdivision. Ludog is proposing to be permitted to develop more dense lots with looser zoning at the back of our subdivision.
 - 3) Attachment 3. Zoning Map – Land Use (shown below) illustrates the land use plan for the Overbrook and adjacent subdivision. The northern portion of Overbrook is Rural Residential. The southern portion of Overbrook is Rural Suburban. The Ludog Subdivision proposed zoning does not coincide with the land uses around his property.
 - 4) The last 500 feet of Overbrook Road leading to the proposed Ludog Subdivision does not currently meet the County Standards due to the width of the road. In addition, Overbrook Road has a vertical curve with limited visibility towards the southern end. Additional traffic will significantly increase the likelihood of an accident.
 - 5) Other neighbors outside of our subdivision have expressed a desire to subdivide their property. If the Ludog Subdivision Final Plat is approved we will likely have another subdivision next to it and the cycle could continue.
 - 6) Road Maintenance Fees: The proposed Ludog Subdivision landowner refuses to pay any road maintenance fees for Overbrook Road. Originally, the landowner said he would contribute and told us to invoice him but refused to pay and now just returns any invoices for road maintenance back to the sender. The current property is in the process of being sold so the proposed conditions would be with new ownership.

Overbrook opposes the Ludog Final Subdivision Plat as presented. Overbrook would prefer that the proposed subdivided lots be added to the Overbrook Subdivision and they were subject to our

covenants and road use fees. Overbrook would agree to the Ludog Subdivision if it was limited to 2-10 acre Rural Suburban tracts and they either join the Overbrook Improvement and Service District or signed an agreement to reimburse Overbrook for road maintenance costs and agree to be subject to our covenants. Precedence was set with other subdivisions in Campbell County with the similar issues. See Attachment 4. Stonegate Agreement below.

If you have any questions or need additional information, do not hesitate to contact me at 307-682-4346.

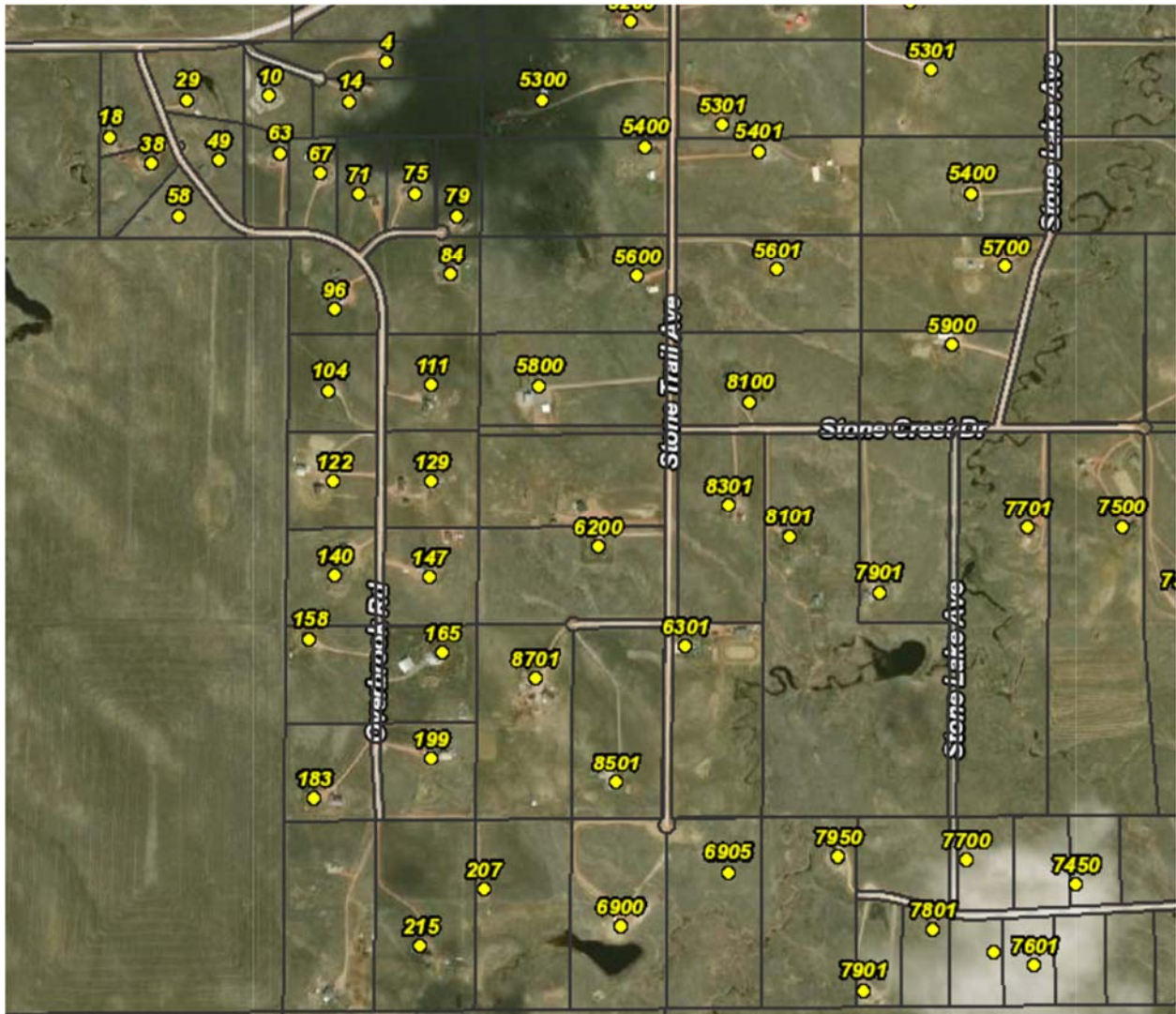
Sincerely,

A handwritten signature in cursive script that reads "Tyler Miller".

Tyler Miller, P.E.
President

Attachment 1. Zoning Map – Lot Size

This zoning map illustrates that the front (northern) part of Overbrook is zoned Rural Residential (which allows modular homes). The southern portion of Overbrook is zoned Residential Suburban.



OVERBROOK ESTATES
CRAIG G. MADER AND DEBORAH A. MADER,
TRUSTEES OF THE CRAIG MADER FAMILY TRUST

TO THE PUBLIC:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF OVERBROOK ESTATES

THIS DECLARATION made on the date hereinafter set forth by CRAIG G. MADER FAMILY TRUST, CRAIG G. MADER and DEBORAH A. MADER, Trustees; referred to as "DECLARANTS",

WITNESSETH:

WHEREAS, DECLARANTS are the owners of a certain property in Campbell County, State of Wyoming, more particularly described as follows:

All of the NE1/4 NW1/4; NW1/4 NE1/4; SW1/4 NE1/4; NW1/4 SE1/4 and the SW1/4 SE1/4 of Section 10, T49N, R73W of the Sixth Principal Meridian, Campbell County, Wyoming (including Overbrook Subdivision, Phase 1) EXCEPT a tract of land situated in the NE1/4 NW1/4 and the NW1/4 NE1/4 of Section 10, T49N, R73W of the Sixth Principal Meridian, Campbell County, Wyoming described more particularly as follows:

Beginning at the North one quarter section corner of said Section 10;

thence N89° 44'13"E along the North line of the said NW1/4 NE1/4 of Section 10 a distance of 1335.43 feet to the Northeast corner of the said NW1/4 NE1/4 of Section 10;

thence S00° 32'39"W along the east line of the said NW1/4 NE1/4 of Section 10 a distance of 664.36 feet;

thence S89° 42'39"W a distance of 1335.83 feet;

thence N73° 17'25"W a distance of 341.14 feet;

thence N00° 16'25"W a distance of 550.60 feet to the South right of way of Force Road;

thence Northeasterly along the said South right of way of Force Road along a curve to the left through a central angle of 02° 09'22" with a radius of 1775.10 feet an arc distance of 66.80 feet with a chord that bears N76° 43'08"E a chord distance of 66.79 feet to the North line of the said NE1/4 NW1/4 of Section 10;

thence N89° 48'25"E along the said North line of the NE1/4 NW1/4 of Section 10 a distance of 271.07 feet to the POINT OF BEGINNING.

AND WHEREAS, in order to establish a general plan for the improvement and development of the property, the DECLARANTS desire to subject the property, and any subdivision thereof, to certain conditions, covenants, and restrictions, upon and subject to which all of the properties shall be held, improved, and conveyed.

AND WHEREAS, DECLARANTS will convey the said property, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW THEREFORE, DECLARANTS hereby declare that all of the property described above

shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protection the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, shall inure to the benefit of each owner thereof, and which are intended not to be merely personal.

Article I DEFINITIONS

Section 1: Overbrook Estates shall mean and refer to that certain real property herein before described, in such additions thereto as may hereafter be brought within the jurisdiction of these covenants, conditions, and restrictions.

Section 2: The term covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this DECLARATION.

Section 3: DECLARANTS" shall mean and refer to THE CRAIG G. MADER FAMILY TRUST. CRAIG G. MADER and DEBORAH A. MADER, TRUSTEES, their heirs, successors and assigns, if such heirs, successors and assigns should acquire more than one undeveloped lot for the DECLARANTS from the purpose of development.

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

ARTICLE II NATURE AND PURPOSE OF COVENANTS

Overbrook Estates as described above shall be made up of ten tracts approximately 5 acres in size, and twelve tracts approximately ten acres in size, for a total of 22 total lots.. The covenants set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the property to enhance the value, desirability and attractiveness of the lots for the benefit of all owners and lots therein. These covenants are imposed upon DECLARANTS, and upon the owners of all lots, homeowners, or land owners association, or improvement and service district or its equivalent. Said covenants are for the benefit of all lots, and shall bind up the owners of all such lots. Such covenants shall be a burden upon and a benefit not only to the original owner of each lot, but also his heirs, successors and assigns.

Section 1- CONSTRUCTION:

All home construction shall be stick built, modular, or double-wide mobile homes. No mobile homes designed as single-wide mobile homes, regardless of square footage shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes,

exclusive of porches, terraces and garage, of 1,500 square feet. Two mobile homes designed as single-wides and attached together shall not constitute a double wide. Lots 1 through 9 will be zoned RR, and will allow manufactured houses provided they meet the following criteria:

1. The roof pitch will be a minimum of a 5/12 pitch.
2. The exterior foundation/skirting will be poured concrete, laid block, brick, or stone. Board skirting of any kind is prohibited.
3. Vinyl siding is prohibited.

Lots ~~9~~¹⁹ through 22 will be zoned RS, and only stick built dwellings will be allowed

Section 2- BUILDING PLANS AND APPROVAL:

No building shall be erected or placed on any residential lot until the construction plans, specifications and a plan showing the location of the structure have been approved in writing by the developers.

All buildings shall be constructed and maintained in such a fashion and of such materials so as not to detract from the attractiveness of the area.

Section 3 .COMMERCIAL USE:

No part of the residential lots shall be used for manufacturing, mercantile storing, vending or any other commercial business or other non-residential purpose including, but not limited to, stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, oil field business, methane business, construction yard, livestock or agricultural enterprise, or other public place of amusement.

Section 4- HUNTING:

No hunting shall be allowed on any lot.

Section 5- SEWAGE:

All septic tanks or other sewage disposal systems must be designed, located, and constructed in accordance with the regulations, requirements, standards and recommendations of the Wyoming Public Health Department, and in compliance with the regulation of Campbell County, Wyoming.

Section 6 VEHICLES:

No inoperable vehicle shall be left exposed on any lot in excess of one (1) week.

Section 7 .RUBBISH AND TRASH COLLECTION:

No lot shall be used or maintained as a dumping ground for rubbish. All rubbish, trash and garbage shall be regularly removed from each lot, and shall not be allowed to accumulate thereon. Each lot owner shall be responsible for arranging for private pick-up and removal of garbage at least once every (2) weeks. All refuse containers, storage area, machinery and equipment shall be maintained in a clean and sanitary manner, and secured so trash may not be blown or scattered in any manner.

Section 8- WATER DRAINAGE:

Each owner shall be responsible for insuring that water drainage is continuous in the portion of the lot which adjoins the roadways in front of his lot.

Section 9 .UTILITY ACCESS:

Lot owner will allow utility access for the reading of meters or other measuring devices, installation or maintenance of utilities to his property or any adjoining property.

Section 10- MINIMUM ACREAGE:

No subdividing or splitting of lots shall be allowed.

Section 11 .LIVESTOCK

Livestock may be kept on the property, No commercial enterprise involving livestock shall be permitted. All animals including dogs must be adequately fenced or contained in a sanitary and clean environment. No owner shall over graze his property. In the event any owner or resident upon said property shall maintain livestock, poultry, or other animals, said owner shall be responsible for construction of such a fence or enclosure as will restrain and keep all livestock, poultry, and other animals on his own property.

Section 12 .OFFENSIVE ACTIVITY:

No noxious or offensive activities, including those involving snow mobiles, motor cycles and all terrain vehicles shall be allowed upon any lot or on roads nor shall anything be done there on which is an annoyance or nuisance to the neighborhood.

Section 13- AESTHETIC MAINTENANCE:

Any condition considered an eyesore by a majority of the lot owners, homeowners, or landowner's association, or improvement and service district or its equivalent must be corrected upon notification by remaining lot owners, homeowners, or landowners' association, or improvement and service district or its equivalent within thirty (30) days.

ARTICLE III ROAD REPAIRS

All repairs to the common roads through Overbrook Estates shall be the responsibility of all lot owners, and shall be paid for equally by each lot owner. Should any lot owner not pay his share of the repairs, then at the option of the remaining lot owners, homeowners, or Improvement and Service District or its equivalent, a lien against the non-paying owner(s) may attach in favor of the paying lot owners, to the lot of the non-paying owner (s), as of the time the majority of the lot owners cause to be recorded in the office of County Clerk of Campbell County, Wyoming, a notice of assessment lien, which shall state:

- a. The amount of delinquent assessment and such related charges as may be authorized by this declaration; or as may be assessed by the remaining lot owners of the Overbrook Estates.
- b. The name of the owner of record or reputed owner of the lot.
- c. A legal description of the lot against which the lien has been assessed.

ARTICLE IV GENERAL PROVISIONS

Section 1. COVENANTS RUN WITH LAND:

These covenants run with the land and are binding upon all lot owners, their heirs and assigns. The lot owners agree to abide by these covenants.

Section 2- AMENDMENT OF COVENANTS:

These covenants may be amended by a vote of the lot owners where seventy-five percent (75%) or more of the land owners vote for any amendment.

Section 3. ENFORCEMENT:

The lot owner (s), or Improvement and Service District or its equivalent shall have the right to enforce, by any proceeding or law or equity, all covenants now or hereinafter imposed by the provisions of this declaration. Failure by the lot owner (s) to enforce any covenant herein contained shall in no even

be deemed a waiver of the right to do so thereafter. Such failure shall not prevent the lot owner (s) from enforcing any subsequent covenant violation.

Section 4 .ATTORNEY FEES:

Any expense reasonably incurred in collecting and/or enforcing any of the above covenants, which shall include reasonable attorney's fees by the other lot owners or Improvement and Service District or its equivalent shall be paid by the lot owner against whom the covenants have been successfully enforced.

Section 5 .SEVERABILITY:

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the DECLARANTS herein, has hereunto set its hand and seal the __ day of __, 2005.

OWNERS

Craig G. Mader

Deborah A. Mader

Craig G. Mader - trustee *Deborah A. Mader - trustee*

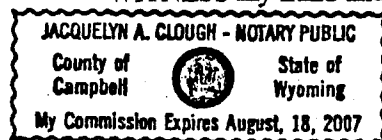
STATE OF WYOMING

ss.

COUNTY OF CAMPBELL

Subscribed and sworn to before me by Craig G. Mader and Deborah A. Mader this 7 day of February 2005

WITNESS my hand and official seal.

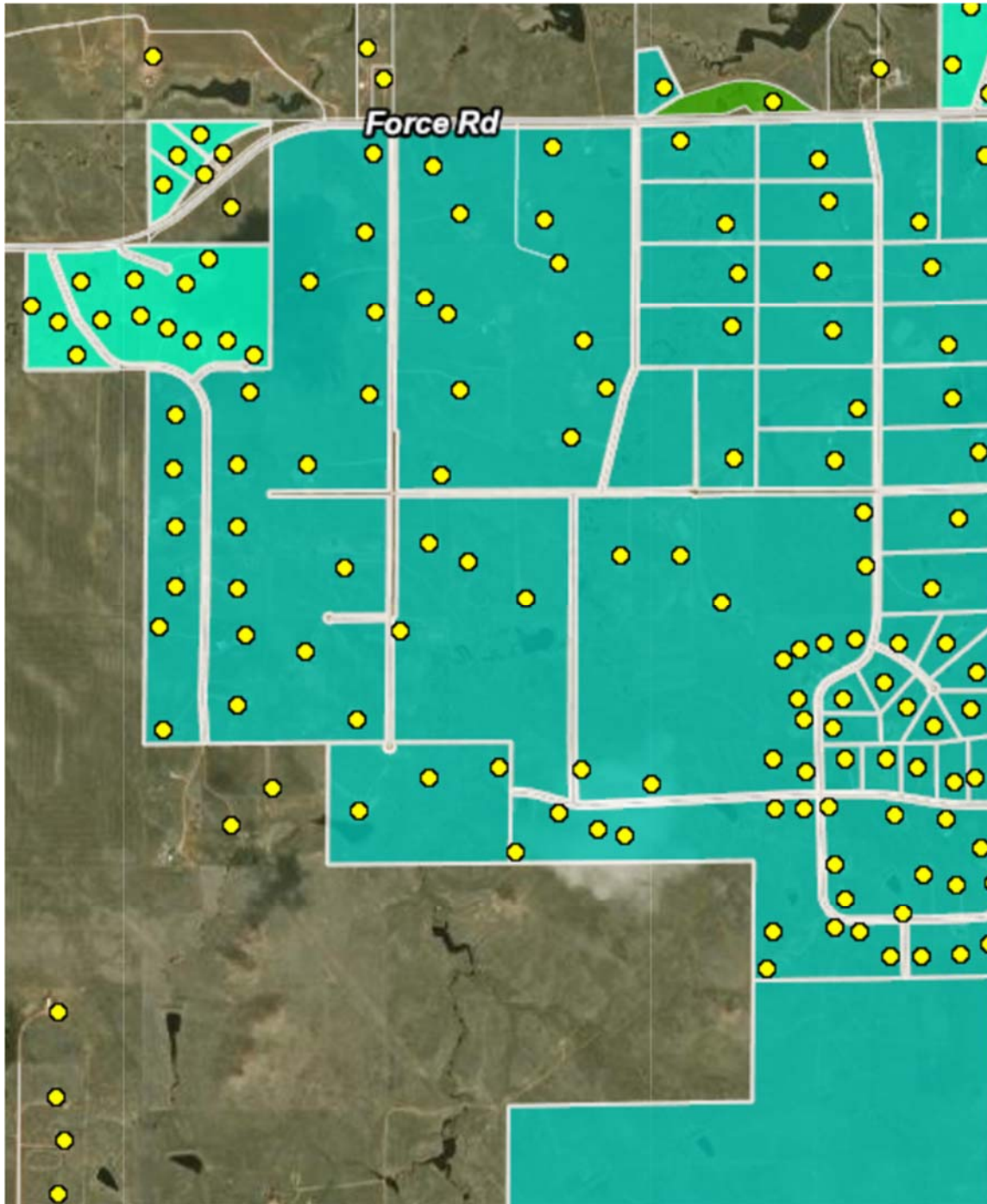


My commission expires: 8/18/07

Jacquelyn A. Clough
Notary Public

Attachment 3. Zoning Map – Land Use

This zoning map below illustrates that the front (northern) portion of Overbrook is zoned Rural Residential (which allows modular homes). The southern portion of Overbrook adjacent to the proposed subdivision is zoned Residential Suburban.



1031673

ROAD USE AND MAINTENANCE AGREEMENT

THIS ROAD USE AND MAINTENANCE AGREEMENT is made this 11th day of April, 2017 by and between the undersigned Owner of the following described properties; to wit:

Township 49 North, Range 73 West of the 6th P.M., Campbell County, Wyoming
Section 12: W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$

and

Township 49 North, Range 73 West of the 6th P.M., Campbell County, Wyoming
Section 12: E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$

(hereinafter collectively the "Lot Owners") and the Stone Gate Improvement and Service District, a Wyoming Improvement and Service District located and operating in Campbell County, Wyoming (hereinafter the "ISD") and having a legal boundary as described in Exhibit "A: attached hereto and incorporated herein by reference.

RECITALS

WHEREAS: The Lot Owners will utilize the public roadways located within the ISD to access their respective properties;

WHEREAS: The Lot Owners recognize that their use of the roadways within the ISD may contribute to the necessity for maintenance and/or repair of such roadways;

WHEREAS: The ISD is the governing body of such roadways and presently levies a regular monthly or annual assessment upon the lot owners within such ISD for both the maintenance and/or repair of such roadways and for water usage;

WHEREAS: the Lot Owners desire to contribute to the regular maintenance and/or repair of such roadways within the ISD by paying the sums described in the Agreement. The Lot Owners do not utilize water from the ISD and therefore will not participate in any expenses associated with that service.

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the undersigned parties agree as follows:

1. Use. Each of the Lot Owners use the public roadways located within the ISD.
2. Cost of Use, Maintenance and Upkeep. The Lot Owners each agree to pay a sum equal to sixty-five percent (65%) of the regular assessment (annual or monthly) assessed to each of the owners within the ISD. It is specifically agreed and understood that the Lot Owners shall

not be responsible for, not shall they pay, any sums for special assessments which may otherwise be levied upon the owners within the ISD. It is further specifically agreed and understood that the Lot Owners shall not be responsible for, nor shall they pay, any sums for water usage. For clarification purposes, it is understood by the parties that the ISD presently levies upon the owners within the ISD a regular monthly assessment for road maintenance and water usage in the amount of \$80.00. It is agreed that the Lot Owners shall each pay a sum equal to 65% of such assessed amount in exchange for their usage of the roadways located within the ISD. Should the ISD elect to increase or decrease the regular assessment levied upon the homeowners within the ISD, the Lot Owner's payment obligation shall also be adjusted accordingly.

For purposes of further clarification, in no event shall the Lot Owners be required to pay any sum other than those stated above. Should the ISD elect to have a special assessment for any reason, including any capital improvement, the Lot Owners shall not be required to participate in any way in the payment of any such special assessment.

3. Payment. The ISD agrees that it shall provide an invoice to each Lot Owner at the same time and in conjunction with its notice of the regular assessment to the owners within the ISD. Such invoice shall specify the amount of the regular assessment levied upon the owners within the ISD and shall provide the amount (as calculated pursuant the Paragraph 2 above) owned by each Lot Owner. The Lot Owners shall then have the same period of time to pay the invoices as is provided the owners within the IDS to pay their assessed amount.

4. Covenant / Lien / Assessment. Each Lot Owner hereby covenants, and each successor in interest to any such Lot owner by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the ISD the sums stated in Paragraph 2 above. Such sums, together with interest, costs, and reasonable attorney fees, shall be the personal obligation of the person who was the Lot Owner at the time when the debt fell due. The personal obligation for delinquent payments shall not pass to his or her successor in title unless expressly assumed by them.

The amount of all delinquent payments plus interest thereon and any expenses reasonably incurred in collection such payments form any Lot Owner, including reasonable attorney's fees and costs, shall be and become a lien upon the lot of the delinquent Lot Owner which shall attach to the lot of the Lot Owner as of the time the ISD causes to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Lien, which shall state:

- i. the amount of the delinquent payment and such related charges as may be authorized by this Agreement;
- ii. the name of the Lot Owner of record or reputed Lot Owner;
- iii. a description of the lot against which the lien has been assessed.

The Notice of Lien shall be signed by two officers of the ISD and shall be recorded in the Office of the Clerk of Campbell County, Wyoming. No proceeding or action shall be instituted to foreclosed the lien until notice of intention to proceed to foreclose the lien has been delivered

by the ISD to the Lot Owner affected by the lien at least thirty (30) days prior to the commencement of any such action or proceeding. The Lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive but shall be in addition to any other rights or remedies which the Lot Owners of the ISD may have by law or otherwise.

In lieu of the foregoing, the Lot Owners hereby consent, elect and allow the ISD the authority and option to collect any fees required by Paragraph 2 through the process of "assessing" the Lot Owners for such fees and including such "assessments" in the ISD's assessment roll for delivery to the Campbell County Assessor's Office. The Lot Owners further hereby consent to being include in any such assessment roll and consent to such fees being included in such Lot Owner's regular county tax assessments as if such Lot Owners' property was included within the boundaries of the ISD.

5. ISD Boundaries / Governance. Nothing in this Agreement shall be construed to expand the boundaries of the ISD to incorporate the land of the Lot Owners. The Lot Owners shall have no right to participate in any way in any matter of governance of the ISD.

6. Use of Funds. The funds paid by the Lot Owners shall be utilized by the ISD for road maintenance/repairs purposes only.

7. Default. In the event any Lot Owner fails to pay their share of the amount assessed to the owners within the ISD as provided in this agreement, said Lot Owner shall be deemed to be in default of this agreement. In such event, the ISD may proceed with a lien against the Lot Owner's lot as provided above, or may pursue any other remedy at law. Any defaulting Lot Owner shall be responsible for all legal fees and costs associated with the collection of any amounts owed.

8. Binding Effect. This agreement shall run with the land of the Lot Owners as described herein and shall be for the benefits and burden of the Lot Owners, their successors in interest, heirs, successors, personal representative, assigns and all mortgagees of the property.

9. Amendments. Any amendments or changes in this agreement shall be in writing and signed by both Lot Owners and the elected representatives of the ISD.

10. Recording. The Parties agree that this agreement shall be recorded in the Office of the Clerk of Campbell County, Wyoming.

11. Jurisdiction. Any disputes involving this Agreement shall be submitted to a court of competent jurisdiction in Campbell County, Wyoming.

12. Severability. Should any portion of this Agreement be determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.

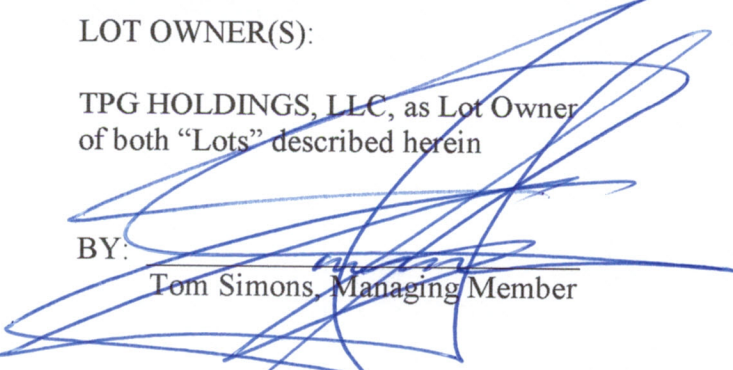
13. Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM OR COUSE OF ACTION

IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS OR EVENTS CONTEMPLATED HEREBY OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THE PARTIES EACH AGREE THAT ANY AND ALL SUCH CLAIMS AND COUSES OF ACTION SHALL BE TRIED BY THE COURT WITHOUT A JURY. EACH OF THE PARTIES FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH PROCEEDING IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER PROCEEDING IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, the parties have executed this agreement as of the 17th day of April, 2017.

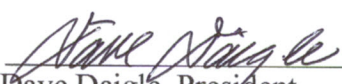
LOT OWNER(S):

TPG HOLDINGS, LLC, as Lot Owner
of both "Lots" described herein

BY: 

Tom Simons, Managing Member

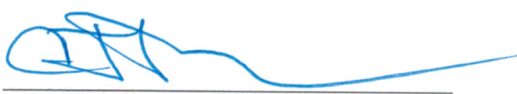
STONE GATE IMPROVEMENT
AND SERVICE DISTRICT

BY: 

Dave Daigle, President

BY: 

Bobby Schmitz, Secretary

BY: 

Charlotte J. Terry, Treasurer

STATE OF WYOMING)
)
 COUNTY OF CAMBELL)

Subscribed, sworn to and acknowledge before me by Tom Simons, as Managing Member of TPG Holdings, LLC, "Lot Owner(s)," on this 13th day of April, 2017.

Witness my hand and seal.

Helenanne Cathey
 Notary Public

My Commission Expires: 3-23-2018



STATE OF WYOMING)
)
 COUNTY OF CAMBELL)

Subscribed, sworn to and acknowledge before me by Dave Daigle, President of Stone Gate Improvement and Service District, "ISD," on this 11th day of April, 2017.

Witness by hand and seal.

Helenanne Cathey
 Notary Public

My Commission Expires: 3/23/2018



STATE OF WYOMING)
)
 COUNTY OF CAMBELL)

Subscribed, sworn to and acknowledge before me by Bobby Schmitz, Secretary of Stone Gate Improvement and Service District, "ISD," on this 11th day of April, 2017.

Witness by hand and seal.

Helenanne Cathey
 Notary Public

My Commission Expires: 3/23/2018



STATE OF WYOMING)
)
 COUNTY OF CAMBELL)

Subscribed, sworn to and acknowledge before me by Charlotte J. Terry, Treasurer of Stone Gate Improvement and Service District, "ISD," on this 11th day of April, 2017.

Witness by hand and seal.

Helenanne Cathey
 Notary Public

My Commission Expires: 3/23/2018



RECORDED ✓
 ABSTRACTED ✓
 INDEXED ✓
 CHECKED ✓

Attachment 5. Sight Distance





Attachment 6. Overbrook Homes

















MEMBERS PRESENT

Todd Hildebrand, Chairman
Bob Jordan, Member
Harry Averett, Member
Kurt Siebenaler, Vice Chairman
Anna Land, Member

MEMBERS ABSENT

STAFF MEMBERS PRESENT

Sam Proffer, Planner and Zoning Administrator
Clark Melinkovich, Senior Engineer & County Recorder
Matt Olsen, Public Works Director

The meeting was brought to order at 7:00 p.m. by Chairman Hildebrand. He thanked the public for attending and reminded them of how to address their comments to the Commission.

Approval of Minutes:

Chairman Hildebrand asked if the Commissioners had read the minutes and if there were any changes or corrections that needed to be made. Commissioner Land noted that her name was misspelled, and Vice Chairman Siebenaler noted that Commissioner Jordan was listed as Vice Chairman his own title was shown as co-chairman rather than Vice Chairman.

Chairman Hildebrand asked for a motion to approve the October 21st, 2021 minutes as amended. Commissioner Jordan moved and Commissioner Siebenaler seconded.

All voted aye. Motion carried.

Public Hearings:

Case No. 21.05.COZ– Ludog Minor Subdivision Zoning Request

Mr. Proffer presented the case and explained that the application was for a proposed 3-lot subdivision that is contiguous with the Overbrook Subdivision currently zoned R-S, Rural Suburban and that the applicant has requested R-R, Rural Residential. Mr. Proffer noted that R-S zoning does not allow for HUD manufactured homes and the R-R zoning does. He also pointed out that there is a large area of un-zoned property to the west, east, and south of the subject property. This presents a problem because if approved R-R, future development might be forced to either continue with the R-R zoning or risk creating a 3-lot ‘spot-zoned’ subdivision. Mr. Proffer explained what spot zoning is. Mr. Proffer noted that the applicant has an existing HUD home on the property but that this could be classified as a legal non-conforming use if the Commission approves the

subdivision as R-S. Mr. Proffer recommended zoning the subdivision as R-S in keeping with standard planning practice.

Chairman Hildebrand opened the floor for comments. Ms. Sheila Slocum approached the Commission and noted that her client was not against zoning the property as R-S if that was what was needed.

Mr. Tyler Miller of 199 Overbrook then approached the Commission and noted that he was presenting on behalf of the homeowners and stated that they were opposed to zoning the property R-R and cited hurting home values, etc., among other potential problems.

Ms. Alison Gee of 183 Overbrook then approached the Commission and expressed her opposition to the zoning as proposed citing similar issues as stated by Mr. Miller including a concern for higher density if allowed to go forward.

Chairman Hildebrand asked for a motion to approve the zoning to R-R as requested by the applicant. Commissioner Siebenaler made a motion to approve and was seconded by Commissioner Jordan.

Senior Engineer Melinkovich polled the commissioners.

Voting was as follows:

Commissioner Averett:	No
Commissioner Jordan:	No
Commissioner Land:	No
Commissioner Siebenaler:	No
Chairman Hildebrand:	No

Motion failed 5-0.

Chairman asked for a motion to approve the zoning to R-S as recommended by staff. Commissioner Averett made a motion and seconded by Commissioner Jordan.

Senior Engineer Melinkovich polled the commissioners.

Voting was as follows:

Commissioner Averett:	Yes
Commissioner Jordan:	Yes
Commissioner Land:	Yes
Commissioner Siebenaler:	Yes
Chairman Hildebrand:	Yes

Motion passed 5-0.

Case No. 21.03.COMP– Ludog Minor Subdivision Request

Mr. Proffer presented the case and noted all the reports etc. that had been submitted by the applicant and reviewed and approved by staff. Mr. Proffer noted that the applicant has requested to receive an exception to connecting to the regional water supply which the staff recommends is acceptable.

Mr. Proffer then went on to explain that the applicant has requested a variance to the Chapter 6 requirement of building a road to the furthest property line as required. The applicant has agreed to extend the Right of Way to the furthest point but feels that because of the steep terrain, building the road is not really feasible without encroaching onto neighboring properties. Mr. Proffer went on to explain the Right of Way was required to provide for interconnectivity to other properties and to avoid landlocking those properties without access to public roads.

The applicant's agent Sheila Slocum provided feedback for the Commission regarding the topography, connectivity, etc.

Mr. Proffer then brought up the applicant's proposal to use a road maintenance covenant agreement rather than a Homeowner's Association (HOA) or Improvement Service District (I&S District) as noted in Chapter 6 Subdivision Regulations. It was noted that this is allowed but that staff asked the applicant to petition the Overbrook I&S District to try and join them rather than a covenant agreement, HOA, or creating a new I&S District.

Chairman Hildebrand opened the floor for comment.

Mr. Tyler Miller approached the Commission and detailed concerns that he and the residents of Overbrook Subdivision have. He noted density concerns, road usage, maintenance costs incurred by the possible addition of more lots using the existing road, etc. Mr. Miller also cited safety concerns of the increased traffic. Mr. Miller noted that the Overbrook I&S District would like for this subdivision to become a part of their existing District to ensure that everyone pays their fair share of maintenance—he noted that this is a critical point. Mr. Miller asked that the right of way not continue to the property line. There was general discussion regarding deviating from Subdivision regulations, etc.

Ms. Alison Gee then approached the Commission to speak in opposition to the subdivision. She noted that her and her family felt that road as it currently is built is unsafe and adding more traffic makes it even less safe. Ms. Gee asked that the roads be made safe if approved. There was general discussion about number of lot sizes, numbers, etc. She also stated that the applicant had never shared in the maintenance costs of the road. Mr. Sean Gee (Alison's husband) then spoke against the subdivision as well.

After the Gee's spoke there was more discussion with Mr. Miller and general comments regarding costs of road maintenance, number of lots, history of the Overbrook Subdivision, etc.

Mr. Tracy Overton 122 Overbrook Rd., then approached the Commission to give his support behind the information presented by Mr. Miller and Ms. Gee. He stated that his main concern was that another subdivision might access and use Overbrook Road and not share in the expense of road maintenance.

Mr. Miller approached the Commission again to discuss costs of maintenance of the road, water issues, etc.

Ms. Barb Pilon, 158 Overbrook Rd., then approached the Commission and explained that she did some of bookkeeping for the Overbrook I&S District and that she had approached the applicant some time ago and tried to get him to share in road maintenance costs.

Mr. Don Cool, 220 Overbrook then approached the Commission. Mr. Cool explained that he was not in the Overbrook Subdivision but that he was connected to the water system and paid road maintenance fees. Mr. Cool opposed the extension of the right of way that would provide connectivity from the Ludog Subdivision to the landlocked property to the south of the proposed subdivision. He cited several personal reasons why he did not want additional traffic that might negatively affect his property. Mr. Cool wanted to know why connectivity was required. The Commission tried to explain connectivity requirements to Mr. Cool.

Ms. Gee then joined Mr. Cool to give her input and opposition to the connectivity to the property to the south. Ms. Gee said that she felt that the Subdivision Regulations allowed for exceptions in this case. Mr. Proffer responded to a question by Mr. Cool about why connectivity is required and tried to explain that connectivity is part of the County Comprehensive Plan to try and steer residential development into areas already residential and away from commercial areas, etc.

Mr. Mike Sullivan, 84 Overbrook then approached the Commission and expressed his opposition to the subdivision and cited the same concerns that Mr. Tyler, Ms. Gee, and Mr. Cool expressed.

Mr. Leslie Richards, 104 Overbrook Rd., the approached the Commission and said that he had moved here from Maryland and expressed his opposition to the subdivision and cited the same concerns that Mr. Sullivan, Mr. Tyler, Ms. Gee, and Mr. Cool expressed stating that he had seen the same things happen in Maryland and he was trying to get away from those problems.

Chairman Hildebrand then asked the applicant Mr. Randy Wirfel and his agent Ms. Sheila Slocum to approach the Commission. Chairman Hildebrand then asked Mr. Wirfel if had contacted the Overbrook I&S District to try and become part of the road maintenance and water service. Mr. Wirfel gave a history of how he had at one time

considered being part of the District by ultimately felt that he would be better off on his own. He said that he had paid some money to the Overbrook I&S District for road maintenance but had a falling out with those that he dealt with and had refused to participate anymore. There was lengthy discussion on water wells, road maintenance sharing, right of way issues, road construction costs, etc.

There was also discussion about reducing the number of lots from 3 to 2 as requested by the residents of Overbrook Subdivision. Mr. Wirfel and his agent pointed out that the subdivision as proposed meets the minimum Campbell County regulations.

The discussion then moved on to feasibility of building the road in the proposed subdivision given the difficult topography. Commissioner Siebenaler questioned if the agent was using survey data to make the case that the topography was too difficult or just assuming. Ms. Slocum stated that you could visually see that it would be a problem.

Commissioner Averett questioned the need for the right of way connecting to the parcel to the south. Mr. Averett wondered if the land to the south of Mr. Wirfel could even be developed for homes given the topography. Further discussion was had regarding if the parcel needed to be connected via right of way. Mr. Averett then asked if Mr. Wirfel and the Overbrook Subdivision residents would be opposed to just a cul-de-sac ending at the proposed subdivision and not connect to the property to the south. Ms. Slocum said that is what they preferred.

After further lengthy discussion, Chairman Hildebrand asked if the Commissioners had any other questions for staff. There were none.

Chairman Hildebrand then asked for a motion to approve the request for a variance to building the road on to the furthest end of the property as requested by the applicant. Vice chairman Siebenaler made a motion to approve the variance as requested by the applicant and was seconded by Commissioner Jordan.

Chairman Hildebrand took a voice vote. The motion to approve the variance failed.

There was lengthy discussion after the variance failed. Commissioner Averett stated that he had misunderstood the motion for a variance and clarified that what he intended was to not require the right of way and road to extend to the furthest part of the property. There was more discussion regarding cul-de-sacs, connectivity, etc.

Commissioner Averett then made a motion to eliminate the right of way and break connectivity to the southernmost boundary of the proposed subdivision. The motion was seconded by Commissioner Jordan.

Senior Engineer Clark Melinkovich polled the Commission.

Commissioner Averett: Yes
Commissioner Jordan: Yes

Chairman Hildebrand: Yes
Vice Chairman Siebenaler: Yes
Commissioner Land: Yes

Motion for Variance to eliminate the right of way to the southern boundary passed.

After the vote Mr. Proffer explained that before the Commission could move forward with voting on the plat, they would need to consent to the road maintenance agreement in the form of a covenant to the subdivision rather than an I&S District or HOA. It was pointed out that staff's recommendation was for the applicant to try and join the Overbrook I&S District. After further discussion, both the applicant and Mr. Tyler Miller representing the Overbrook I&S District agreed that this would be the best way to move forward. The owner's agent Ms. Slocum asked the Commission that if an agreement couldn't be completed with the Overbrook I&S District, could the applicant move forward with a road maintenance agreement recorded with the plat for existing and future homeowners. The Commission discussed this second option and said no, they want the subdivision to become part of the Overbrook I&S District to ensure fair payment for all involved in road maintenance.

The Commission agreed that the proposed Ludog Subdivision become part of the Overbrook I&S District and gave direction for the two parties to finalize that as part of the Planning Considerations before taking the plat to the Board of Commissioners for final approval.

Commissioner Jordan asked Mr. Proffer asked if staff could ensure that any legal documents be reviewed as quickly as possible to avoid delaying the process for the applicant. Mr. Proffer said yes, they would make sure that it would be reviewed in a timely fashion.

After additional discussion between the Commissioners, the applicant, and Mr. Tyler Miller, Chairman Hildebrand asked for a motion to approve the Ludog Subdivision pending all Planning Considerations are completed.

Commissioner Jordan made a motion to approve the Ludog Subdivision Case Number 21.03.COMP with the noted changes and pending all Planning Considerations and was seconded by Commissioner Averett.

Senior Engineer Clark Melinkovich polled the Commission.

Commissioner Averett: Yes
Commissioner Jordan: Yes
Chairman Hildebrand: Yes
Vice Chairman Siebenaler: Yes
Commissioner Land: Yes

Vote is 5-0, Motion carries.

Old Business:

Nettle Creek Subdivision, 21.01.COMP

Mr. Sam Proffer, Planner and Zoning Administrator, explained that at the Oct 21, 2021 meeting the applicant had requested a variance from the requirements to build the existing underdeveloped road and cul-de-sac to current subdivision standards. The case was tabled, and the Commission instructed the developer to work with the surrounding landowners to develop an Improvement and Service District, Homeowners Association, or other mechanism for the purpose of future road maintenance that would be equitable to the involved parties.

Mr. Scott Brady, developer addressed the Commission, indicated that the Cook Road Water District had planned for this to be 2 lots with one tap each, stated that he has helped in the neighborhood with snow removal and cutting grass even though he didn't live there, and had widened and improved the road including adding multiple loads of rock from the water tower down the hill. He indicated frustration with a recent staff change in the Public Works office and he felt that additional items were now being required for this development by new staff. He said that he met with the homeowners and concluded that they do not want the road widened or the cul-de-sac installed. Proposed lot 2A currently has a home and Mr. Brady's plan is to place an attractive modular home on proposed lot 2B.

Mr. Mark Breeden, 22 Nettle Creek Court addressed the Commission and confirmed that the existing property owners had discussed roads with Mr. Brady. They are not in favor of widening the road because of increased maintenance cost for the neighborhood and the fact that it would be much wider and inconsistent with the other nearby roads. Mr. Todd Hildebrand, Planning Commission chairman stated, and Mr. Proffer clarified that new subdivisions require roads to be built or upgraded to current standards. Mr. Proffer explained to the commission that they could decide on whether to require the developer to upgrade the road or to grant a variance.

Mr. Bob Jordan, Planning Commission member thanked the developer for working together with the surrounding landowners, stated that the road was narrow, and asked what improvements could be done to the road. Mr. Brady offered to place additional rock on the road, said that the neighbors would split the cost, and explained that he was familiar with having to pay to maintain roads adjacent to a landowner's property as he has had to do that with some of his own properties. Mr. Breeden said he and the other neighbor (Randall, Lot 1B) felt that Mr. Brady should fix any damage to the road from construction of the house and then they would use the existing road agreement to all pitch in for maintenance of the roads. Mr. Brady said the construction of this next house will be quicker and have less negative impact, and that he has offered to place 3 belly dump loads of rock on the road. Chairman Hildebrand requested that any agreements for road improvements and maintenance be put in writing, Mr. Jordan agreed.

Mr. Harry Averett, Planning Commission member stated that he supported improving Nettle Creek road surfacing but not widening it to 22ft due to Cook Road being narrow. Chairman Hildebrand asked that the requirement for a written agreement regarding road maintenance be placed as a planning consideration.

Mr. Proffer discussed the existing road maintenance agreement and stated that it would need to be amended to include the new lots. Some discussion ensued regarding the road maintenance agreement and whether the proper solution would be to amend the existing agreement to make it work for the additional lots or to draft a new agreement. Discussion also took place on whether to have a Homeowners Association or Improvement and Service District and the pros and cons to each of those including the availability and requirements of the District Support grant program.

Mr. Kurt Siebenaler, Planning Commission member suggested that the developer review the existing covenants and potentially look at revising those as well. Mr. Siebenaler and Chairman Hildebrand pointed out that the current driveway on the proposed lot 2A connects with the extension road north of the cul-de-sac which is easement and not right-of-way. Mr. Clark Melinkovich, Senior Engineer spoke of this not being an issue since each lot borders publicly dedicated right-of-way and the driveway could be re-located should the easement ever be blocked off, Mr. Proffer concurred. Mr. Jordan and Chairman Hildebrand spoke in favor of an Improvement and Service District to guarantee that the money would be received from the neighbors for road maintenance. Mr. Brady and Mr. Breeden voiced some potential concern of the overhead cost of having a district for such a small number of lots.

Mr. Proffer asked for clarification that the plan was for Mr. Brady to improve the existing road at its current width and not the cul-de-sac. Mr. Brady and Mr. Breeden said that this was correct, and the Planning Commission did not disagree with this statement. Mr. Proffer and Chairman Hildebrand discussed whether the agreements for road maintenance that were formed would have to come back to the Planning Commission or be approved by staff. Mr. Jordan asked for verification that the staff understood the scenarios and Clark answered that they did understand and listed the 2 documents that were being developed: one for current improvement of the road, and the other being a mechanism for future maintenance which could include a new or modified neighborhood road maintenance agreement Homeowners Association, or Improvement and Service District. Mr. Jordan stated that they were not interested in modifying the old road agreement, but wanted a new one to be drafted, Chairman Hildebrand agreed, Mr. Brady and Mr. Breeden concurred. Mr. Averett told Mr. Proffer that the Commission did not need to see the documents, that staff could approve those.

Mr. Averett motioned, and Anna Land, Planning Commission member seconded to grant a variance from the requirement to widen the road and install the cul-de-sac on Nettle Creek Court. All voted yes. The motion carried 5-0.

Chairman Hildebrand thanked the applicant and Mr. Breeden for working together.

New Business: No new business

Adjournment: meeting was adjourned at 10:08 pm

Todd Hildebrand, Chairman

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

The following page(s) contain the backup material for Agenda Item: [10:40 Ludog Variance Request](#)

500 South Gillette Avenue
Department
 Suite 1400
 Gillette, Wyoming 82716
 Fax



Public Works

(307) 685-8061
 (307) 687-6349

Ludog Subdivision Variance Request and Appeal

December 14, 2021

Planning Commission Meeting Meeting

November 18th, 2021

Board of Commissioners

December 21st, 2021

Applicant: Randy Wirfel, Owner

Case Number: 21.03 COMP

Agent: Sheila Slocum, PCA Engineering

Summary: The applicant proposes subdividing a 21.27-acre parcel into three (3) lots. Chapter 6 Subdivision Regulations (Chapter 6) Section 7.5(k)(iv) requires roads to be constructed to the furthest property boundary. Per Chapter 6 Section 4.3 ‘Variances’, the applicant has asked for a variance to not construct the road to the furthest point of the property.

Chapter 6 encourages developers to join adjacent Improvement and Service Districts (Districts) for the purposes of road maintenance. The Planning Commission (Commission) made joining the Overbrook District a condition for approval of the Ludog Subdivision. Per Chapter 6 Section 4.2 ‘Appeals’, the applicant has appealed the Commission’s requirement. The Board of Commissioners (Board) must decide these matters before the applicant can present a final plat for signature.

Item 1: Variance Request

Chapter 6 requires subdivisions to have publicly dedicated roads that extend to the furthest boundaries of the subdivision to allow for interconnectivity of future development. This aligns with Campbell County Comprehensive Plan (Comp Plan) Chapter 5: ‘Infrastructure’. The goals and philosophy of the Comp Plan is to help guide similar type developments to certain geographic areas and to aid in extending infrastructure such as regional water and other utility services to undeveloped land.

The subdivision that was presented to the Commission on November 18th, 2021 originally included right of way to the furthest boundary but did not include plans to build the road to that point, hence the request for a variance. The reason given is because of steep terrain. Per the applicant, the roadway surface would have terminated at the property line significantly higher than the adjoining property requiring them to encroach onto their neighbor. (See example, Exhibit 'A1')

After hearing concerns from adjacent landowners of potential increased traffic from possible future development the Commission recommended to grant not only the variance requested, but also to eliminate the right of way to the furthest boundary to prevent further development.

Staff Response

Eliminating the right of way to the furthest boundary does not comply with either Chapter 6 or the Comp Plan. The intent is to provide continuity of development to certain areas defined in the Comp Plan and Future Land Use Map. The Comp Plan seeks to keep residential development guided towards prime areas, commercial towards Gillette, and help facilitate future infrastructure expansion.

Further, simply granting a variance does not prevent right of way from being acquired in the future to allow development of adjacent properties. Doing so now would also deny adjoining property owners the interconnectivity that previous adjacent landowners have enjoyed when other developers went through the subdivision process.

However, a variance to constructing the road to the furthest boundary may be reasonable if the topography is such that building the road would require acquisition of neighboring land to accommodate for sloped road construction. (Reference Exhibit 'A1')

The Board must weigh the variance request and Commission recommendation considering Chapter 6 Section 4.3(a) which requires that all the following conditions are met:

- (i) The variance will not be detrimental to the public health, safety or general welfare or injurious to other adjoining properties.
- (ii) Due to the physical surroundings, shape or topographical conditions of the property involved, strict compliance with the regulations will impose an undue hardship on the owner. Undue hardship does not include personal or financial hardship, or any hardship that is self-imposed.

- (iii) Any variance granted shall constitute the minimum adjustment necessary to alleviate the hardship.
- (iv) The variance will not cause a substantial increase in public costs, now or in the future.
- (v) The variance will not result in a subdivision that conflicts with any adopted Comprehensive Plan, Land Use Map or Zoning Regulations.
- (vi) The variance is consistent with the surrounding community character of the area.
- (vii) The variance is consistent with the intent and purposes of this Chapter.

The Commissions' recommendation of granting a variance eliminating the right of way to the furthest boundary conflicts with items (iii) (v) (vii) above.

Staff Recommendation: Staff recommends granting a variance that will require the developer to construct a road only to the furthest point without encroaching onto neighboring property. All other requirements of Chapter 6 shall apply.

Item 2: Appeal to Planning Commission Decision

The applicant originally proposed a road maintenance agreement as part of the covenants to the subdivision for maintenance of the road within the subdivision boundaries.

Representatives of the District raised concerns regarding the use of Overbrook Road by residents of the proposed subdivision without contributing to the District. The Commission made joining the District a condition for approval of the subdivision.

The applicant's agent has appealed this decision based on the claim that the applicant and the District could not reach an agreement of how that would happen. Reference attached letter (Exhibit 'B1') from PCA Engineering.

Staff Response

Chapter 6 Section 8.3 states that a District, Homeowners Association (HOA), or equivalent be formed for subdivision road maintenance. A District, HOA, or equivalent must provide adequate funding and means for enforcement, ability to correct unsafe conditions, a method for receiving and processing complaints, and a regular maintenance program. An agreement can be an acceptable means of maintenance if it can be demonstrated that the agreement meets the intent of that section. The Commission

determined that the proposed road maintenance agreement did not met these requirements.

Section 8.3(a)(i) encourages but does not require new subdivisions to join adjacent Districts. Chapter 6 Sections 4.1(b), 6.7(d), gives the Commission the authority to review alternative submittals and make recommendations and/or conditions for approval of subdivision plats. (See Exhibit 'E1', page 86 of this document for alternative submittal)

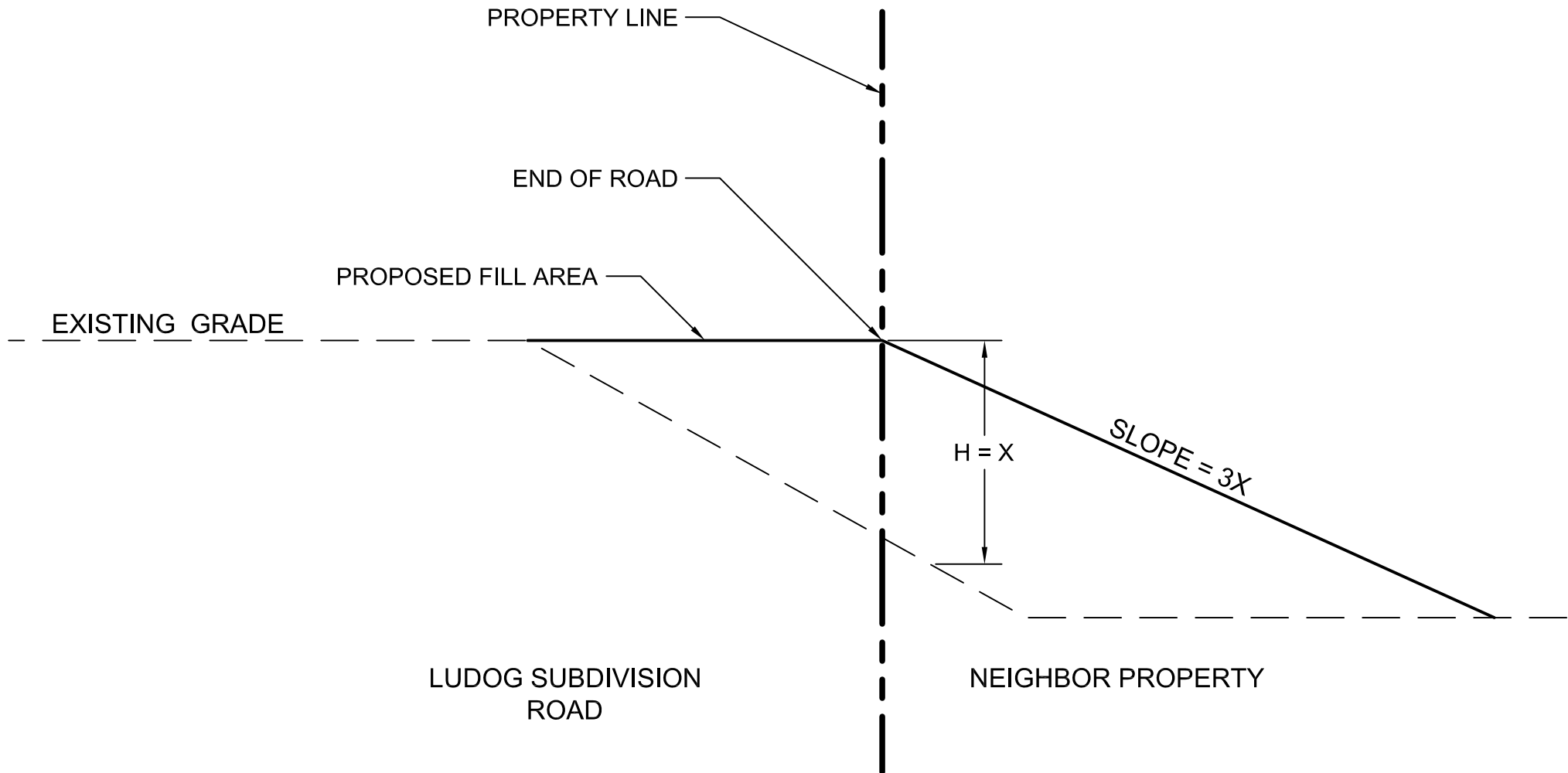
The Commission acted within their scope of authority recommending the Board require the applicant join the Overbrook District as a condition of final approval of the Ludog Subdivision. The Commission does not determine how the applicant accomplishes this condition. Further, Comp Plan Chapter 5: 'Infrastructure' page 40 notes that one of the long-standing challenges to subdivision roads is ongoing maintenance. This clarifies that the County's goal is to ensure subdivision roads have adequate funding provided by the landowner's themselves for ongoing maintenance.

Staff Recommendation:

Staff recommends that the Board uphold the Commission's recommendation of joining the District.

Exhibits:

- Exhibit 'A1', End of Road Detail (Pg. 5)
- Exhibit 'B1', Appeal Request (Pg. 6)
- Exhibit 'C1', County Land Use Maps and Comp Plan Info (Pgs. 7 - 13)
- Exhibit 'D1', November 18th, 2021 Planning Commission Minutes (Pgs 14 - 19)
- Exhibit 'E1', Ludog Subdivision Case File (Pgs. 20 - 219)



November 30, 2021

Campbell County Planning
500 S Gillette Avenue,
Gillette, Wyoming 82716

RE: Ludog Subdivision – Appeal to Planning Commission

To whom it may concern,

We are requesting to be put on the agenda for the County Commissioners for December 14, 2021.

We have not come to a compromise with the adjoining I&S District. When they initially wrote in to challenge the subdivision, they requested an agreement similar to one that was recently done on a subdivision adjacent to Stonepile in regards to a road maintenance agreement. When I brought this to the attention of my client, he contacted the district and said he would be willing to do something along those lines. We thought all was good until we went to the Planning Commission meeting, at which time the district changed its mind and decided they wanted this little 3 lot subdivision to become part of the district. The commission at this point instructed us “to just fill out an application” and expand the boundary. We tried to explain to the commission that it wasn’t that simple. They said go to the districts meeting and come to an agreement but also said for the district to share cost.

We attended the districts meeting on November 22, 2021 at which point they said they weren’t ready to give us a resolution which is required for us to move forward with the expansion. They also said they would not share cost of the expansion. We never requested an expansion so we don’t see how we should be responsible for all the cost. My client just wants to be able to chip in for road maintenance.

Because of the Planning Commission requiring this subdivision to becoming part of the I&S district it has put all the power into the districts hands and that’s not right. We don’t feel they should get all the say when we don’t even want to join the district. We are following a standard set forth in the regulations created by the County by providing some form of agreement for maintenance of the roads. We are good with going into contract for road maintenance because that seems the most reasonable at this point. They are also not offering all services unless this developer upgrades their whole water system for them. The expansion doesn’t make sense when all services aren’t available to this new subdivision without unreasonable expenses.

Please don’t hesitate to reach out if there are any concerns or questions. You can contact myself at slocums@pcaengsur.com or 307-687-0600. You can also contact the developer, Randy Wirel at 307-299-8005.

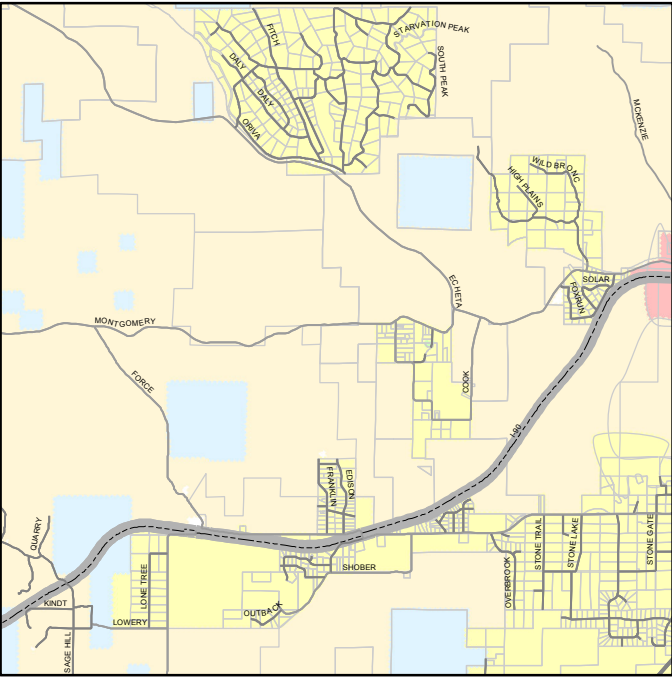
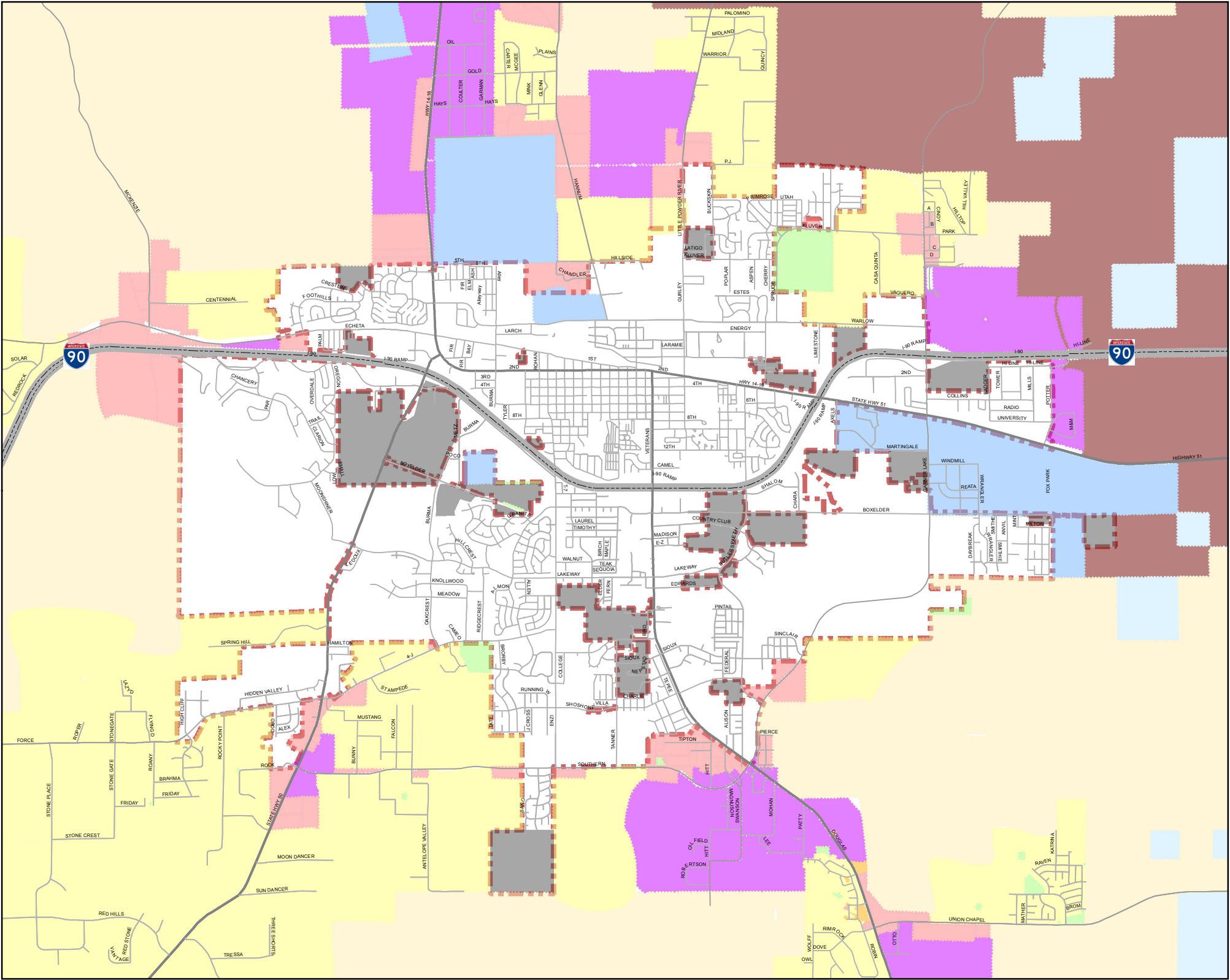
Thanks,

Sheila Slocum, PLS - agent

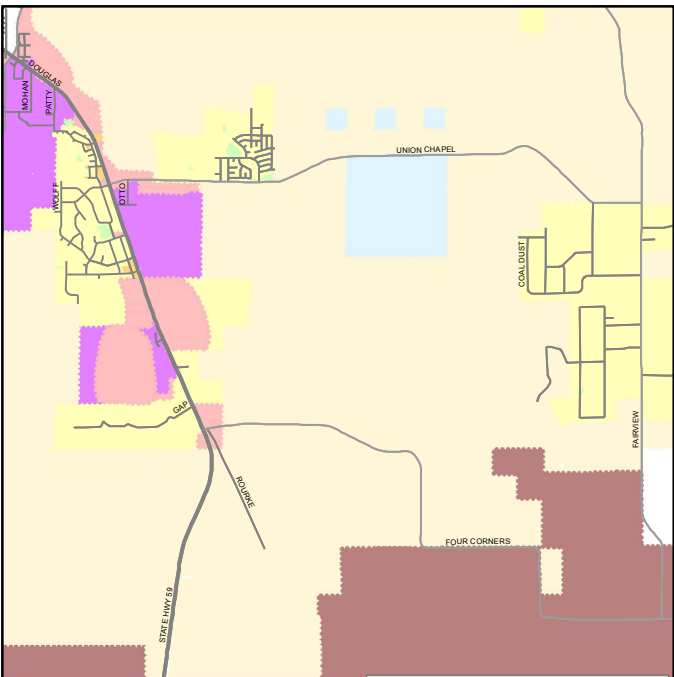
QUALITY

INTEGRITY

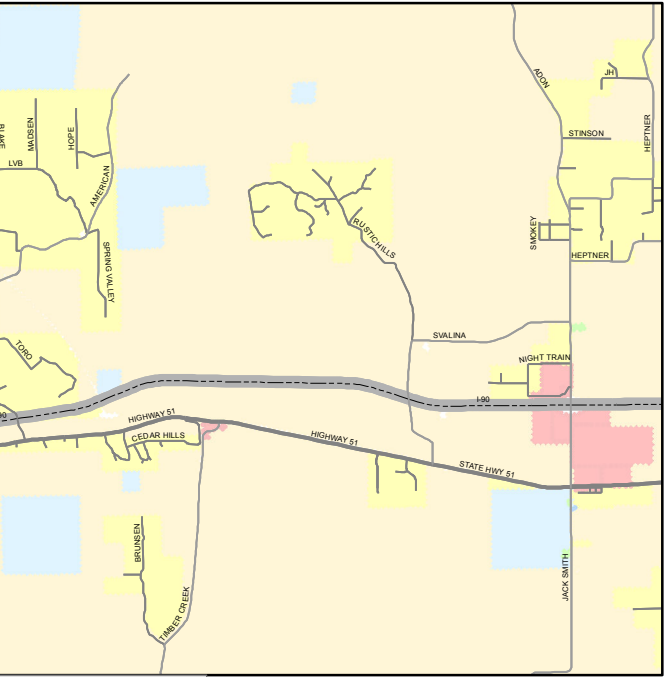
SERVICE



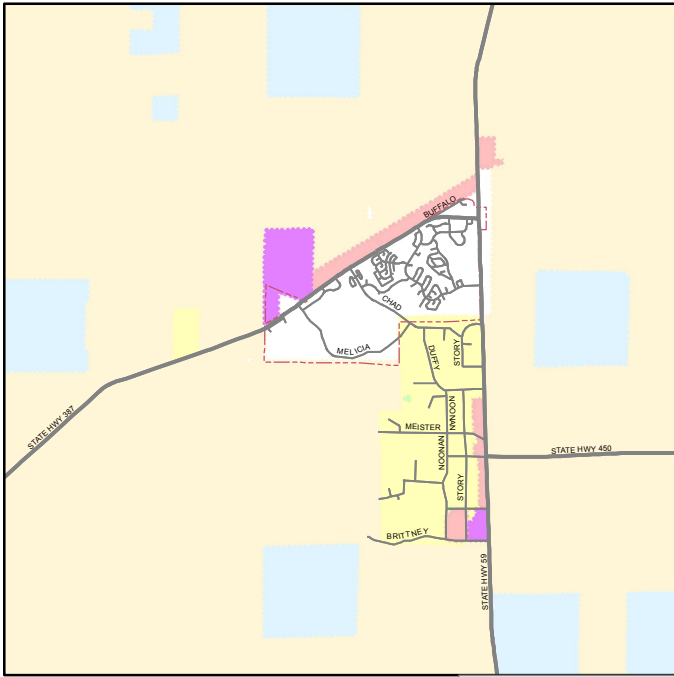
West Gillette



Southeast Gillette



Rozet Area



Wright Area

Future Land Use Categories

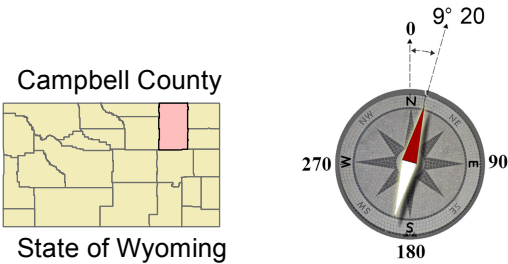
City Infill	Mining
Commercial	Parkland/Infrastructure
Federal/State/Public	Public Facilities
High Density Residential	Residential
Industrial	Rural General
City Limits	

Additional Map Information

Future Land Use categories shown on this map were created through a public input process during the development of the 2013 Campbell County Comprehensive Plan Update. This map is made available to the public by the County and is not a legally recorded map or survey and is not intended to be used as such.

This map is created from compiled records, spatial information, and data from various sources. The source data may contain errors.

Campbell County shall not be liable for any damages or claims that arise out of the user's access to, or use of this map. This map is provided as reference only and should not be relied upon without reviewing the Official Future Land Use Map kept in the Public Works, Planning Division. This Future Land Use Map is a generalization that is not updated daily. Maps can be purchased in full size copies or small copies or by obtaining a .shp or .lyr file from the Planning Division



Campbell County's future...today



COMPREHENSIVE PLAN 2013

Infrastructure Actions

ACTION	PRIORITY	TIME FRAME	COST	RESPONSIBLE PARTY
37. Coordinate with the City of Gillette to plan water, sewer and road extensions to efficiently serve the land use plan for the Joint Planning Area.	High	Medium Range	\$	County Planning
38. Discourage new septic systems and wells in locations that are slated for future water and sewer service.	High	Short Range	\$	County Planning & Building
39. Coordinate City and County capital improvement plans (CIP) to provide a predictable timetable for water and sewer extensions into Joint Plan Area for the purpose of informing land owners of the optimal time to construct on individual lots.	Medium	Medium Range	\$	County Commission, City Council, City Planning, County Planning
40. Consistently enforce road standards for all public and subdivision roads so there is continuity in road construction and durability.	Medium	Short Range	\$	County Planning & Engineering
41. Pave the most heavily traveled county roads to reduce dust pollution.	Low	Long Range	\$\$\$	County Commission

29. Provide a Future Land Use Map that identifies locations for industries, businesses and college expansion and for projected residential growth	Medium	Long Range	\$	County Planning
30. Evaluate policies, regulations, and codes for opportunities to remove obstacles to economic development and childcare without compromising safety or other important community goals.	Medium	Medium Range	\$	County Planning
31. Designate locations on the Future Land Use Map for new industrial and commercial development.	Low	Short Range	\$	County Planning; CCEDC Business & Industrial Parks Taskforce
32. Encourage the creation of wind farms and other alternative energy options at appropriate locations.	Low	Medium Range	\$	County Planning
33. Strengthen and enforce nuisance regulations.	Low	Medium Range	\$	County Planning
34. Support the development of an industrial park in or adjacent to Wright.	Low	Medium Range	\$	County Commission, Town of Wright & Wright EDC
35. Review and make appropriate revisions to nuisance regulations, visual screening requirements and sign regulations.	Low	Medium Range	\$	County Planning
36. Review and make appropriate changes to the site plan review process and approval criteria that are intended to upgrade the visual appearance of developments.	Low	Long Range	\$	County Planning & Building

Economic Development Actions

ACTION	PRIORITY	TIME FRAME	COST	RESPONSIBLE PARTY
21. Support the extraction of additional minerals	High	Long Range	\$	County Commission/City Council
22. Encourage subdivisions in locations that are not in the path of future coal mine expansion.	High	Long Range	\$	County Planning & County Commission
23. Advocate for State and national energy policies and regulations that are favorable to the coal industry.	High	Long Range	\$	County Commission
24. The 2010 City/County Regional Water Joint Powers Agreement (JPA) has established the rules for connection to the regional water system within the DSA. Review and recommend changes to the JPA at a frequency not more than every 5 years, but not less than every 10 years. Consider adjustment to the DSA at a frequency not more than every year, but not less than every 5 years	High	Long Range	\$	County Commission/City Council
25. Ensure the County's policies and programs are consistent with CCEDC's Five Year Action Plan.	Medium	Long Range	\$	County Planning & CCEDC
26. Participate in CCEDC activities to remain well informed about local initiatives for economic development.	Medium	Long Range	\$	County Planning
27. Assist with funding CCEDC & NEWEDC initiatives as is appropriate and financially feasible.	Medium	Long Range	\$\$\$	County Commission
28. Support expansion of Gillette College	Medium	Long Range	\$\$	County Commission

OVERALL PHILOSOPHY

Campbell County's overall philosophy is to pro-actively plan and construct infrastructure to accommodate projected growth, ensuring that economic development is not restricted by infrastructure limitation. Locating and designing infrastructure and roads will be managed to optimize the development of areas near services, an inherently cost efficient pattern of development. Public opinion in Campbell County is clear in calling for very little land use regulation. The concern over the loss of property rights was very important to 85% of the citizen survey respondents, and 67% said the concern about over-regulation was very important. While there is support for using regulations to address a few issues, the implementation of this Plan must rely on other approaches. The locations of infrastructure extensions and new roads can have profound impact on future land use patterns. It is the general philosophy of this Plan to coordinate infrastructure and road projects with the Future Land Use Map.

The County also recognizes that public facilities can add to the residents' quality of life and make Campbell County a more attractive place to live. When funding for facilities is available, the County intends to continue improving the community's livability.

STRENGTHS TO BUILD ON

Road Capacity

Campbell County has many success stories involving infrastructure and facilities and perhaps the roadway network provides one of the best successes. The road system has great capacity to accommodate future growth and development and the County has a long track record of excellent road maintenance. The road network is a great asset that both serves the current population and businesses and provides opportunities for future growth.

Gillette Regional Water

The Gillette Regional Water Supply Project will provide water for a potential population of 56,000 residents. This project provides for significant economic development and population growth, and also improves the water quality for the community. It also addresses the concern by 88% of survey respondents who agree that new development should ensure that it does not impair water supplies for established users.

Public Facilities

A community is more than roads and water lines; it also contains amenities that create a good place to live. The County, with the participation of the City of Gillette and Town of Wright, have added first rate recreation centers in Gillette and Wright, one of the best event centers in the region, and other facilities including libraries, fire stations, medical facilities and detention facilities, that add to the residents' quality of life.

Commitment and Ability

Roads, water lines and public facilities that have been constructed or are in the planning stage are examples of a remarkable ability to build for the community's future. They demonstrate both the commitment and ability to identify needs, make plans, and fund and construct the

locations. While on a much smaller scale, the same can be said about the Town of Wright and Campbell County. Here too 56% of survey responses indicated there should be one town-county plan for future road locations.

Subdivision Roads

Approximately 74% of survey respondents believe improved subdivision roads in the County are needed. The majority of subdivision roads in the County are publicly owned, however maintenance is the responsibility of the individual homeowners along the road. The challenges are to ensure that these roads are constructed to proper standards and the other pertains to their ongoing maintenance.

Campbell County currently enforces standards for the construction of subdivision roads to ensure sufficient sub-base and base materials are used and proper drainage is installed. However, in past years several roads were inadequately constructed and they now create problems for the subdivision residents. These roads are constructed by the subdivision developer and the ownership and financial obligations of the roads typically are transferred to the owners of the lots within the subdivision. If the roads are not properly constructed, the functionality of the roads and the costs of making repairs become severe burdens to the lot owners.

The ongoing maintenance costs also are the obligation of the lot owners within the subdivision, and even well-constructed roads require maintenance. Campbell County has bladed or plowed some subdivision roads when their work schedules allowed it, but this voluntary action has created expectations or misunderstanding among some subdivision residents. This gesture has caused several complaints from residents along subdivision roads when the County was unable to provide the free service. These expectations and misunderstanding may lead to Campbell County reconsidering the provision of free maintenance of subdivision roads.

Finally, the County Commissioners currently offer a matching grant program to homeowners and subdivisions that form Improvement and Service Districts to help with the maintenance costs in their subdivisions. The Commissioners should review this program yearly to ensure that it continues to be a beneficial program to rural subdivision residents in assisting them with maintenance of their roads.

Dust and Air Pollution

The extensive network of County roads and subdivision roads provide excellent access but they predominately have gravel surfaces, which create a challenge for the County. Gravel roads create dust, and while this is an inconvenience for residents, it can cause severe problems for the coal mines. The operations of coal mines are significantly affected by the results of air quality tests and these tests in turn reflect fugitive dust in the vicinity. Paving roads certainly will greatly reduce the problems that arise from dust, but would be extremely costly. However, clustering development in a portion of the county will channel traffic onto fewer segments of county roads, and perhaps these fewer but highly travelled roads could be paved over time. Complicating this strategy, however, is the strong opposition to clustered subdivisions by the survey respondents. 61% of the respondents said the County should not support cluster subdivision designs; only 16% said clustered subdivisions should be encouraged (17% were undecided).

MEMBERS PRESENT

Todd Hildebrand, Chairman
Bob Jordan, Member
Harry Averett, Member
Kurt Siebenaler, Vice Chairman
Anna Land, Member

MEMBERS ABSENT

STAFF MEMBERS PRESENT

Sam Proffer, Planner and Zoning Administrator
Clark Melinkovich, Senior Engineer & County Recorder
Matt Olsen, Public Works Director

The meeting was brought to order at 7:00 p.m. by Chairman Hildebrand. He thanked the public for attending and reminded them of how to address their comments to the Commission.

Approval of Minutes:

Chairman Hildebrand asked if the Commissioners had read the minutes and if there were any changes or corrections that needed to be made. Commissioner Land noted that her name was misspelled, and Vice Chairman Siebenaler noted that Commissioner Jordan was listed as Vice Chairman his own title was shown as co-chairman rather than Vice Chairman.

Chairman Hildebrand asked for a motion to approve the October 21st, 2021 minutes as amended. Commissioner Jordan moved and Commissioner Siebenaler seconded.

All voted aye. Motion carried.

Public Hearings:

Case No. 21.05.COZ– Ludog Minor Subdivision Zoning Request

Mr. Proffer presented the case and explained that the application was for a proposed 3-lot subdivision that is contiguous with the Overbrook Subdivision currently zoned R-S, Rural Suburban and that the applicant has requested R-R, Rural Residential. Mr. Proffer noted that R-S zoning does not allow for HUD manufactured homes and the R-R zoning does. He also pointed out that there is a large area of un-zoned property to the west, east, and south of the subject property. This presents a problem because if approved R-R, future development might be forced to either continue with the R-R zoning or risk creating a 3-lot ‘spot-zoned’ subdivision. Mr. Proffer explained what spot zoning is. Mr. Proffer noted that the applicant has an existing HUD home on the property but that this could be classified as a legal non-conforming use if the Commission approves the

CAMPBELL COUNTY PLANNING COMMISSION
 REGULAR MEETING
 November 18th, 2021

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subdivision as R-S. Mr. Proffer recommended zoning the subdivision as R-S in keeping with standard planning practice.

Chairman Hildebrand opened the floor for comments. Ms. Sheila Slocum approached the Commission and noted that her client was not against zoning the property as R-S if that was what was needed.

Mr. Tyler Miller of 199 Overbrook then approached the Commission and noted that he was presenting on behalf of the homeowners and stated that they were opposed to zoning the property R-R and cited hurting home values, etc., among other potential problems.

Ms. Alison Gee of 183 Overbrook then approached the Commission and expressed her opposition to the zoning as proposed citing similar issues as stated by Mr. Miller including a concern for higher density if allowed to go forward.

Chairman Hildebrand asked for a motion to approve the zoning to R-R as requested by the applicant. Commissioner Siebenaler made a motion to approve and was seconded by Commissioner Jordan.

Senior Engineer Melinkovich polled the commissioners.

Voting was as follows:

Commissioner Averett:	No
Commissioner Jordan:	No
Commissioner Land:	No
Commissioner Siebenaler:	No
Chairman Hildebrand:	No

Motion failed 5-0.

Chairman asked for a motion to approve the zoning to R-S as recommended by staff. Commissioner Averett made a motion and seconded by Commissioner Jordan.

Senior Engineer Melinkovich polled the commissioners.

Voting was as follows:

Commissioner Averett:	Yes
Commissioner Jordan:	Yes
Commissioner Land:	Yes
Commissioner Siebenaler:	Yes
Chairman Hildebrand:	Yes

Motion passed 5-0.

Case No. 21.03.COMP– Ludog Minor Subdivision Request

Mr. Proffer presented the case and noted all the reports etc. that had been submitted by the applicant and reviewed and approved by staff. Mr. Proffer noted that the applicant has requested to receive an exception to connecting to the regional water supply which the staff recommends is acceptable.

Mr. Proffer then went on to explain that the applicant has requested a variance to the Chapter 6 requirement of building a road to the furthest property line as required. The applicant has agreed to extend the Right of Way to the furthest point but feels that because of the steep terrain, building the road is not really feasible without encroaching onto neighboring properties. Mr. Proffer went on to explain the Right of Way was required to provide for interconnectivity to other properties and to avoid landlocking those properties without access to public roads.

The applicant's agent Sheila Slocum provided feedback for the Commission regarding the topography, connectivity, etc.

Mr. Proffer then brought up the applicant's proposal to use a road maintenance covenant agreement rather than a Homeowner's Association (HOA) or Improvement Service District (I&S District) as noted in Chapter 6 Subdivision Regulations. It was noted that this is allowed but that staff asked the applicant to petition the Overbrook I&S District to try and join them rather than a covenant agreement, HOA, or creating a new I&S District.

Chairman Hildebrand opened the floor for comment.

Mr. Tyler Miller approached the Commission and detailed concerns that he and the residents of Overbrook Subdivision have. He noted density concerns, road usage, maintenance costs incurred by the possible addition of more lots using the existing road, etc. Mr. Miller also cited safety concerns of the increased traffic. Mr. Miller noted that the Overbrook I&S District would like for this subdivision to become a part of their existing District to ensure that everyone pays their fair share of maintenance—he noted that this is a critical point. Mr. Miller asked that the right of way not continue to the property line. There was general discussion regarding deviating from Subdivision regulations, etc.

Ms. Alison Gee then approached the Commission to speak in opposition to the subdivision. She noted that her and her family felt that road as it currently is built is unsafe and adding more traffic makes it even less safe. Ms. Gee asked that the roads be made safe if approved. There was general discussion about number of lot sizes, numbers, etc. She also stated that the applicant had never shared in the maintenance costs of the road. Mr. Sean Gee (Alison's husband) then spoke against the subdivision as well.

CAMPBELL COUNTY PLANNING COMMISSION
REGULAR MEETING
November 18th, 2021

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After the Gee's spoke there was more discussion with Mr. Miller and general comments regarding costs of road maintenance, number of lots, history of the Overbrook Subdivision, etc.

Mr. Tracy Overton 122 Overbrook Rd., then approached the Commission to give his support behind the information presented by Mr. Miller and Ms. Gee. He stated that his main concern was that another subdivision might access and use Overbrook Road and not share in the expense of road maintenance.

Mr. Miller approached the Commission again to discuss costs of maintenance of the road, water issues, etc.

Ms. Barb Pilon, 158 Overbrook Rd., then approached the Commission and explained that she did some of bookkeeping for the Overbrook I&S District and that she had approached the applicant some time ago and tried to get him to share in road maintenance costs.

Mr. Don Cool, 220 Overbrook then approached the Commission. Mr. Cool explained that he was not in the Overbrook Subdivision but that he was connected to the water system and paid road maintenance fees. Mr. Cool opposed the extension of the right of way that would provide connectivity from the Ludog Subdivision to the landlocked property to the south of the proposed subdivision. He cited several personal reasons why he did not want additional traffic that might negatively affect his property. Mr. Cool wanted to know why connectivity was required. The Commission tried to explain connectivity requirements to Mr. Cool.

Ms. Gee then joined Mr. Cool to give her input and opposition to the connectivity to the property to the south. Ms. Gee said that she felt that the Subdivision Regulations allowed for exceptions in this case. Mr. Proffer responded to a question by Mr. Cool about why connectivity is required and tried to explain that connectivity is part of the County Comprehensive Plan to try and steer residential development into areas already residential and away from commercial areas, etc.

Mr. Mike Sullivan, 84 Overbrook then approached the Commission and expressed his opposition to the subdivision and cited the same concerns that Mr. Tyler, Ms. Gee, and Mr. Cool expressed.

Mr. Leslie Richards, 104 Overbrook Rd., the approached the Commission and said that he had moved here from Maryland and expressed his opposition to the subdivision and cited the same concerns that Mr. Sullivan, Mr. Tyler, Ms. Gee, and Mr. Cool expressed stating that he had seen the same things happen in Maryland and he was trying to get away from those problems.

Chairman Hildebrand then asked the applicant Mr. Randy Wirfel and his agent Ms. Sheila Slocum to approach the Commission. Chairman Hildebrand then asked Mr. Wirfel if had contacted the Overbrook I&S District to try and become part of the road maintenance and water service. Mr. Wirfel gave a history of how he had at one time

CAMPBELL COUNTY PLANNING COMMISSION
REGULAR MEETING
November 18th, 2021

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considered being part of the District by ultimately felt that he would be better off on his own. He said that he had paid some money to the Overbrook I&S District for road maintenance but had a falling out with those that he dealt with and had refused to participate anymore. There was lengthy discussion on water wells, road maintenance sharing, right of way issues, road construction costs, etc.

There was also discussion about reducing the number of lots from 3 to 2 as requested by the residents of Overbrook Subdivision. Mr. Wirfel and his agent pointed out that the subdivision as proposed meets the minimum Campbell County regulations.

The discussion then moved on to feasibility of building the road in the proposed subdivision given the difficult topography. Commissioner Siebenaler questioned if the agent was using survey data to make the case that the topography was too difficult or just assuming. Ms. Slocum stated that you could visually see that it would be a problem.

Commissioner Averett questioned the need for the right of way connecting to the parcel to the south. Mr. Averett wondered if the land to the south of Mr. Wirfel could even be developed for homes given the topography. Further discussion was had regarding if the parcel needed to be connected via right of way. Mr. Averett then asked if Mr. Wirfel and the Overbrook Subdivision residents would be opposed to just a cul-de-sac ending at the proposed subdivision and not connect to the property to the south. Ms. Slocum said that is what they preferred.

After further lengthy discussion, Chairman Hildebrand asked if the Commissioners had any other questions for staff. There were none.

Chairman Hildebrand then asked for a motion to approve the request for a variance to building the road on to the furthest end of the property as requested by the applicant. Vice chairman Siebenaler made a motion to approve the variance as requested by the applicant and was seconded by Commissioner Jordan.

Chairman Hildebrand took a voice vote. The motion to approve the variance failed.

There was lengthy discussion after the variance failed. Commissioner Averett stated that he had misunderstood the motion for a variance and clarified that what he intended was to not require the right of way and road to extend to the furthest part of the property. There was more discussion regarding cul-de-sacs, connectivity, etc.

Commissioner Averett then made a motion to eliminate the right of way and break connectivity to the southernmost boundary of the proposed subdivision. The motion was seconded by Commissioner Jordan.

Senior Engineer Clark Melinkovich polled the Commission.

Commissioner Averett:	Yes
Commissioner Jordan:	Yes

CAMPBELL COUNTY PLANNING COMMISSION
REGULAR MEETING
November 18th, 2021

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Chairman Hildebrand: Yes
Vice Chairman Siebenaler: Yes
Commissioner Land: Yes

Motion for Variance to eliminate the right of way to the southern boundary passed.

After the vote Mr. Proffer explained that before the Commission could move forward with voting on the plat, they would need to consent to the road maintenance agreement in the form of a covenant to the subdivision rather than an I&S District or HOA. It was pointed out that staff's recommendation was for the applicant to try and join the Overbrook I&S District. After further discussion, both the applicant and Mr. Tyler Miller representing the Overbrook I&S District agreed that this would be the best way to move forward. The owner's agent Ms. Slocum asked the Commission that if an agreement couldn't be completed with the Overbrook I&S District, could the applicant move forward with a road maintenance agreement recorded with the plat for existing and future homeowners. The Commission discussed this second option and said no, they want the subdivision to become part of the Overbrook I&S District to ensure fair payment for all involved in road maintenance.

The Commission agreed that the proposed Ludog Subdivision become part of the Overbrook I&S District and gave direction for the two parties to finalize that as part of the Planning Considerations before taking the plat to the Board of Commissioners for final approval.

Commissioner Jordan asked Mr. Proffer asked if staff could ensure that any legal documents be reviewed as quickly as possible to avoid delaying the process for the applicant. Mr. Proffer said yes, they would make sure that it would be reviewed in a timely fashion.

After additional discussion between the Commissioners, the applicant, and Mr. Tyler Miller, Chairman Hildebrand asked for a motion to approve the Ludog Subdivision pending all Planning Considerations are completed.

Commissioner Jordan made a motion to approve the Ludog Subdivision Case Number 21.03.COMP with the noted changes and pending all Planning Considerations and was seconded by Commissioner Averett.

Senior Engineer Clark Melinkovich polled the Commission.

Commissioner Averett: Yes
Commissioner Jordan: Yes
Chairman Hildebrand: Yes
Vice Chairman Siebenaler: Yes
Commissioner Land: Yes

Vote is 5-0, Motion carries.

ENCLOSURE 2

21.03.COMP

Ludog Minor Subdivision

500 South Gillette Avenue
Suite 1400
Gillette, Wyoming 82716



Public Works Department
(307) 685-8061
(307) 687-6349 Fax

Ludog Subdivision

Minor Subdivision Final Plat

November 12, 2021

Planning Commission Meeting
November 18th, 2021

Board of Commissioners Meeting

Applicant: Randy Wirfel, Owner

Case Number: 21.03 COMP

Agent: Sheila Slocum, PCA Engineering

Summary: The applicant is proposing to subdivide an existing 21.27-acre parcel into three (3) lots, average size of each lot 7 acres.

Legal Description: A Portion of Lot 2 Section 15 of T49N, R73W, Campbell County

Location: The existing parcel sits at the end of Overbrook Road; current situs address is 215 Overbrook Road.

Current Zoning: None

Proposed Zoning: R-R, Reference Zoning Case No. 21.05.COZ

Existing Land Use: The land is currently used for a single-family home.

Adjacent Land Use: North: Rural Residential (R-S zoning)
South: Agricultural / Open (Unzoned)
East: Rural Residential (Mix of unzoned and R-S zoning)
West: Rural Residential / Agricultural (Unzoned)

Existing Water Source: Private well

Proposed Subdivision Water Source: Individual wells

Wastewater: Individual septic systems

Background:

The original submittal received on October 14th, 2021 has been amended subsequent to meeting with the applicant's agent November 3rd, 2021. However, the basic concept remains the same. Significant changes to the original submittal include the use of on-lot wells for the main water supply rather than a developed shared well system and second, an extension of the Overbrook Road right of way to the end of the applicants' property.

The location of the subdivision is in conformance with Campbell County Comprehensive Plan Chapter 3 Goal 2 of steering residential development into prime areas without impeding coal and gas production or introducing commercial development into a residential area.

Staff has received two written letters of opposition to the subdivision. They are included in this report as Exhibit 'F' for the Planning Commissions consideration.

Findings of Fact:

The applicant has provided all necessary information in accordance with Chapter 6 Minor Subdivisions Section 6.9(a-f). Included in those requirements and reviewed and approved by staff based on the current documents provided are as follows:

- Soils Report
- Septic Report
- Drainage Report
- Road Details
- On-lot Well Report
- Title Report

Discussion:**1. Water Service:**

The proposed subdivision falls within the Regional Water Designated Service Area and is required to connect to this service per Section 7.9(C) of Chapter 6 Subdivision Regulations. However, Section 7.9(C)(ii) allows for an exemption to this rule if the requirement presents an undue hardship.

The applicant has submitted an on-lot well report along with a request for an exception to connecting to the regional water system in accordance with Chapter 6, Appendix 13 exemption report outline. See attached Exhibit 'B' to review exception request.

In addition to the subdivision utilizing on-lot wells as the primary source as allowed by Section 7.9(e)(iv), the applicant proposes to allow connection to an existing well under a shared well-agreement. Because the secondary source is optional, the applicant is not

required to install infrastructure as normally required by Section 7.9(e)(B), but provision²³ for easements and shared well agreements are provided and will be part of the Disclosure Statement.

Granting this exception does not prevent future connection to the regional water source.

Response: The request for this exception is not the same as a Variance and can be approved by the Planning Commission provided staff approves the exception as well. In accordance with Chapter 6 Section 7.9(c)(ii)(A), staff recommends that the Planning Commission grant this exception and allow the applicant to utilize on-lot wells.

2. Road Connectivity Development:

Chapter 6 Section 7.5(k)(iii-iv) requires that road right of way must extend to the furthest subdivision boundary to provided inter-connectivity to adjoining parcels for future development. No unimproved right of ways are allowed and construction costs are to be borne by the developer.

The applicant has requested a variance to the right of way improvement requirement. See the attached request from PCA Engineering (Exhibit ‘C’) and a copy of email correspondence (Exhibit ‘A’) from our office to PCA.

Response: Based on our November 3rd meeting with the applicant’s agent, it is staff’s understanding that the topography of the area was so steep that the required turn-around at the end of the road would require the roadway shoulders to encroach onto neighboring properties or necessitate a wider than 60’ right of way.

Allowing the right of way to be undeveloped would not be in conformance with Campbell County Comprehensive Plan Chapter 5, page 40 ‘Subdivision Roads’ that requires right of way improvements at time of development; however, sometimes unique situations may merit deviations when appropriate.

Staff would support this variance if it can be found to meet the criteria listed for Variances (see Exhibit ‘E’) and the following provisions:

- (a) Validate that the topography would indeed require encroaching onto neighboring properties to develop to the furthest property boundary
- (b) Provide sufficient documentation on the recorded documents that future development of the road could proceed unhindered by lot owners of this subdivision
- (c) Clarify that use of the right of way could begin immediately by connected properties

3. Road Maintenance Agreement:

Chapter 6 Section 8.3(a)(i) requires that a Homeowners Association, Improvements and Service District, or equivalent be created for road maintenance. The applicant has submitted a draft road maintenance agreement in lieu of the HOA or I&S District (See Exhibit 'D').

Response: Chapter 6 Section 8.3(a)(i) states that new subdivisions are encouraged to join or merge with existing I&S Districts or HOA's when utilizing those roads to access the new subdivision. Staff would support the road maintenance agreement provided it can be shown that the applicant has reached out to join the Overbrook I&S District without success. (Reference Exhibit 'A')

Exhibits:

- Exhibit 'A' November 3rd, 2021 email Correspondence (pg. 28)
- Exhibit 'B' Regional Exception and On-Lot Well Report (pgs. 29-64)
- Exhibit 'C' Right of Way Development Variance Request (pg. 65)
- Exhibit 'D' Request for Road Maintenance Agreement in-lieu-of HOA or I&S District (66-68)
- Exhibit 'E' Variance Criteria (pg. 69)
- Exhibit 'F' Letters of Opposition to Subdivision (pgs. 70-99)
- Exhibit 'G' Draft Declaration of Covenants (pgs. 100-104)
- Exhibit 'H' Draft Disclosure Statement (pgs. 105-108)
- Exhibit 'I' Sewer Report (pgs. 109-124)
- Exhibit 'J' Roadway Plans (pgs. 125-129)
- Exhibit 'K' Soils Report (pgs. 130-173)
- Exhibit 'L' Drainage Report (pgs. 174-200)

Planning Considerations:

1. Submit Required Owner and Encumbrance Report
2. Staff to review November 10th, 2021 amended plat and updated documents for overall compliance
3. Approve exception to regional water connection requirement
4. Approve/resolve variance requests for road development and road maintenance agreement

Staff Recommendation:

Staff recommends approval of the Ludog Subdivision upon satisfactory completion of all Planning Considerations.

Planning Commission Options:

The Planning Commission may do the following:

- Approve the project as submitted with approval of Variances as requested
- Approve the project with stipulations as deemed necessary by the Commission
- Deny the project until all requirements of Chapter 6 Subdivision regulations are fully met
- Table the project until further information is provided

Planning Commission Recommendation:

CAMPBELL COUNTY PLANNING COMMISSION SUBDIVISION APPLICATION

(FOR OFFICE USE ONLY)

CASE NAME/NO. Ludog Subdivision 21.03. Comp
 DATE RECEIVED: 10/14/21 FEE/AMOUNT PAID: \$200

INFORMATION REGARDING SUBDIVISION REQUIRED FOR REVIEW:

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

Applicant Information

Name of Applicant: Randy Wirfel	
Applicant Phone Number: 307-299-8005	Applicant Fax Number:
Applicant Mailing Address: 215 Overbrook Road, Gillette, WY 82718	
Applicant Email Address: wirfelr@yahoo.com	
Relationship of Applicant to Property:	☒ Owner ☐ Tenant ☐ Lessee ☐ Other

Agent Information

Name of Authorized Agent (if applicable): PCA Engineering, Inc. - Sheila Slocum	
Agent Phone Number: 307-687-0600	Agent Fax Number: 307-687-7022
Agent Mailing Address: P.O. Box 2185, Gillette, WY 82717	
Agent Email Address: slocums@pcaengsur.com	

Type of Subdivision Proposed

Subdivision Name: Ludog Subdivision	
Type of Subdivision:	☐ Administrative ☒ Minor Plat ☐ Major Preliminary ☐ Major Subdivision Plat

Property and Use Information

Legal Description: Portion of Lot 2 Section 15 of T49N, R73W Campbell County, WY	
Total Acreage of Subdivision: 21.27	Acreage of Dedicated ROW: 0.785 acres
Number of Lots: 3	Average Lot Size: 7.00 acres
Legals Description(s):	

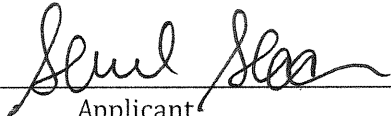
Infrastructure Information

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

Digital Plat Copy

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

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


 Applicant

10-12-21
 Date

DEPARTMENT OF PUBLIC WORKS**Building & Planning Division**

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

10/19/2021

RE: Ludog Subdivision / Zoning Request / Case No.'s 21.03.COMP & 21.05.COZ
Legal Description: Portion Lot 2 Section 15 T49N R73W (215 Overbrook Road)

Dear Neighboring Landowner:

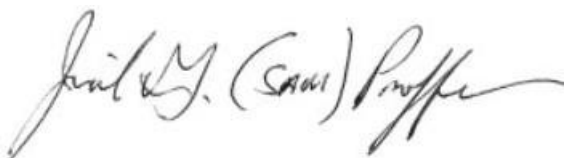
I would like to inform you of a proposed Minor Subdivision Final Plat and Zoning request in your area. If you should have any concerns or comments, you are invited to attend the following public hearing:

The County Planning Commission will review the Minor Subdivision Final Plat and Zoning request at their regular meeting on Thursday, November 18th, 2021 at 7 p.m. in the Commissioners' Chambers of the Courthouse, 500 South Gillette Avenue, Gillette, Wyoming.

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

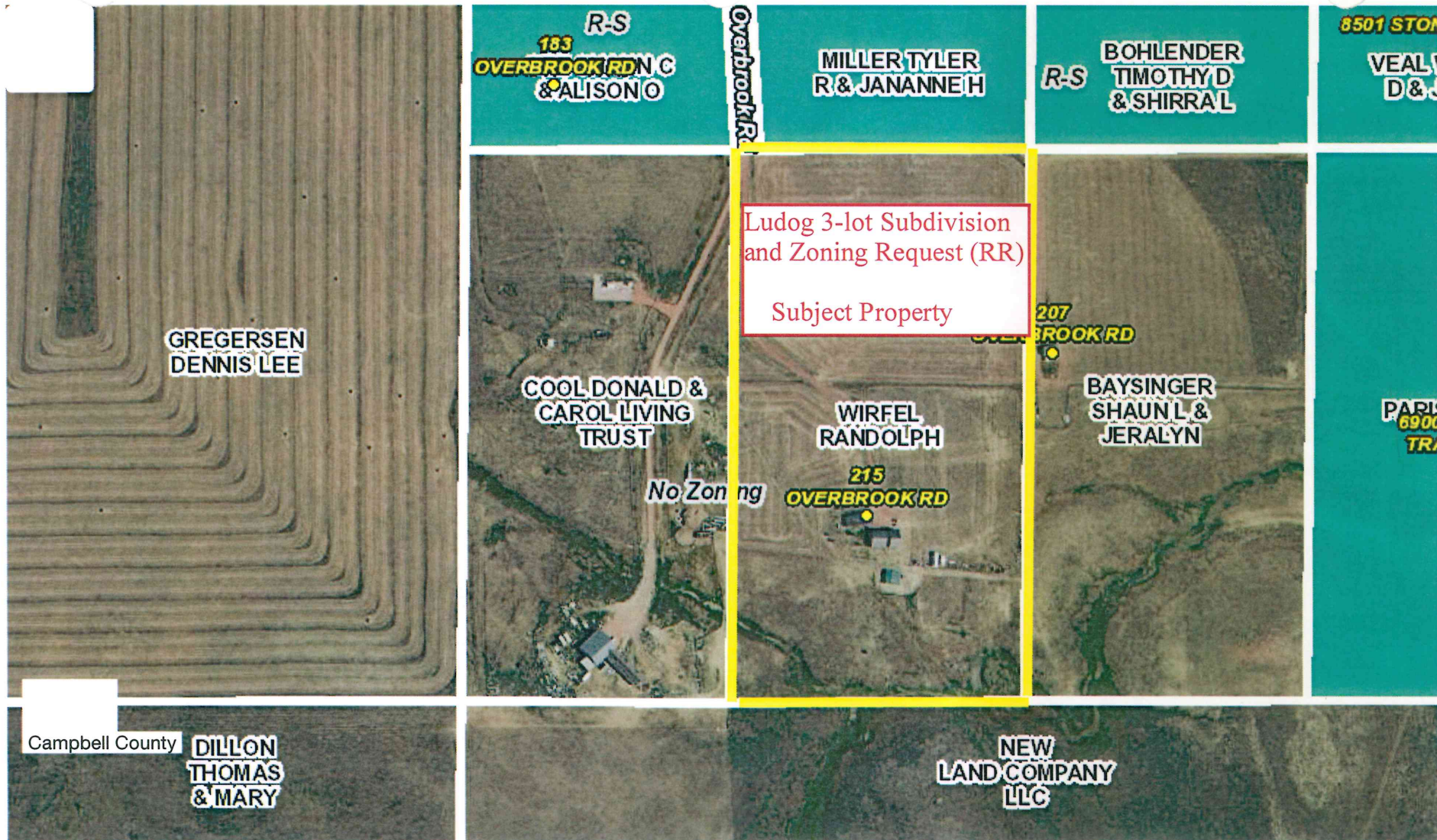
If you are unable to attend the meeting and have any comments regarding this proposal, you may send a signed letter or fax to this office and it will be forwarded to the Commissioners on your behalf. Copies of project documents are enclosed for your review. Please do not hesitate to contact us at 682-1970 if you have questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Sam Proffer", with a stylized flourish at the end.

Sam Proffer
Planner and Zoning Administrator

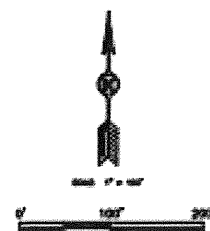
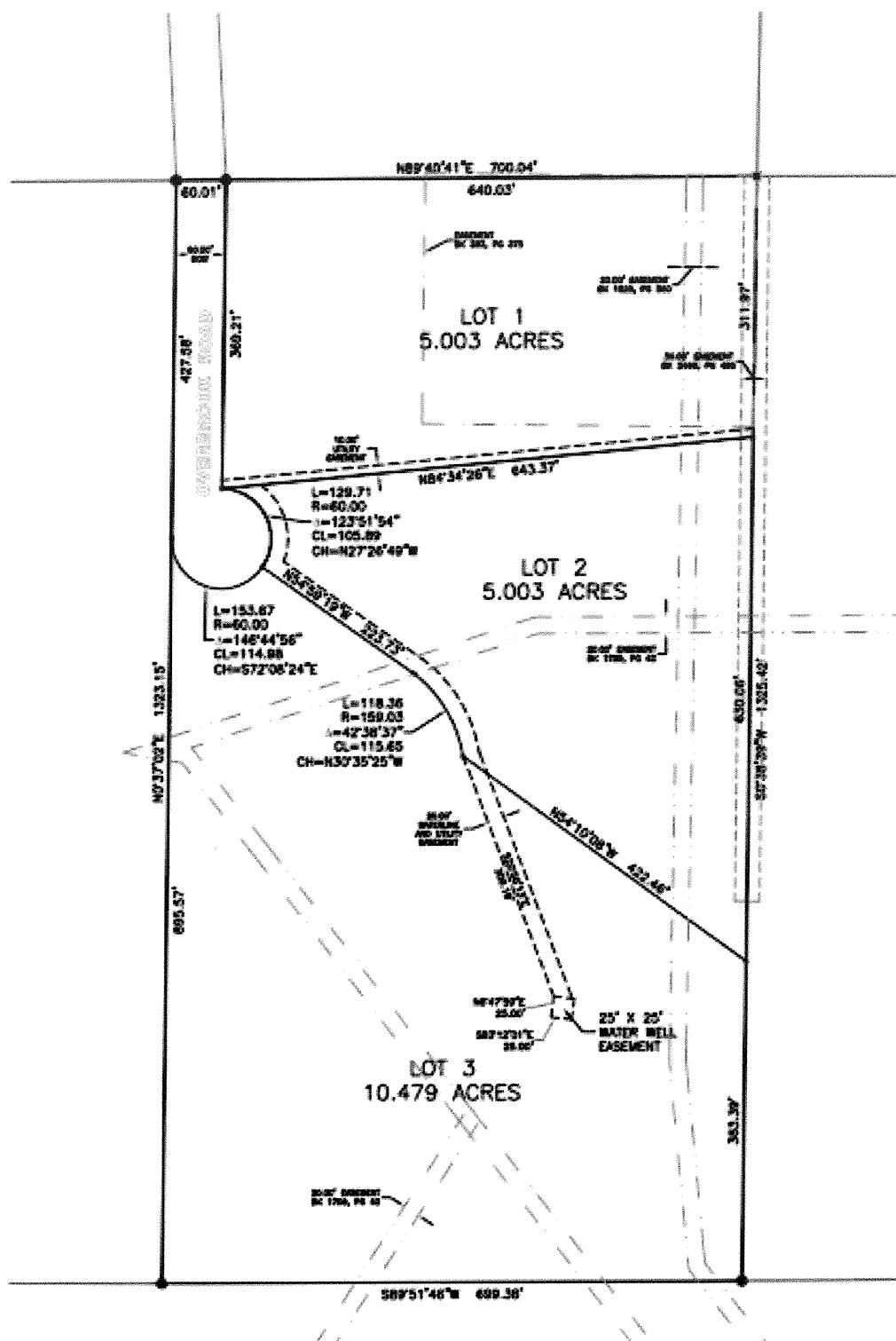
Enclosures: Aerial Map, Subdivision Site Plan



▼ 215 OVERBROOK RD X Q

LUDOG SUBDIVISION

LOCATED IN A PORTION OF LOT 2 (NW1/4NE1/4) OF SECTION 15, T49N, R73W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING



Ludog Mailing List

Name	Mailing Address	Mailing City	Mailing St	Mailing Zip
Thomas & Mary Dillon	112 Box N Ranch Rd	Gillette	WY	827188851
New Land Company LLC	25528 Genesee Trail Rd	Golden	CO	804019366
Jeoffrey J & Barbara A Pilon	158 Overbrook Rd	Gillette	WY	827184098
Kent & Raeann Revocable Trusts Jeffries	165 Overbrook Rd	Gillette	WY	827184098
Shaun C & Alison O Gee	183 Overbrook Rd	Gillette	WY	827184098
Tyler R & Jananne H Miller	199 Overbrook Rd	Gillette	WY	827184098
Shaun L & Jeralyn Baysinger	4410 Puma Dr	Casper	WY	826044506
Randolph Wirfel	215 Overbrook Rd	Gillette	WY	827184178
Donald & Carol Cool Living Trust	220 Overbrook Rd	Gillette	WY	827184178
Janell Paris	6900 Stone Trail Ave	Gillette	WY	827180000
Dennis Lee Gregersen	PO Box 1990	Gillette	WY	827171990
William D & Jean M Veal	8501 Stone Field Ct	Gillette	WY	827188500
Timothy D & Shirra L Bohlender	8701 Stone Field Ct	Gillette	WY	827188501

Sam G. Proffer

From: Sam G. Proffer
Sent: Wednesday, October 20, 2021 4:36 PM
To: hjwichert916@gmail.com; Alicia M. Gilliland; ann.m.wagner1@usps.gov; Anthony L. Knievel; CCCD; Chris Beltz; Clark M. Melinkovich; Damon Cain; Eric Acton; Jacquelyn K. Casey; Keith Chrans (kchrans@ccsd.k12.wy.us); Kevin F. Geis; LeeAnn Alcaraz; Linda Grose; Matt Morris; Michelle Edwards; Paul Miller; Preston Farnsworth; Richard Deaton; roy.m.gross@usps.gov; Scott Wilson; Shelby Allen; tvolk@ccsd.k12.wy.us; Tyke Hart
Subject: Proposed Minor Subdivision / Overbrook Road / Case No. 21.03.COMP
Attachments: Ludog Application.pdf; Plat 1 (2).pdf

To all:

Please see the attached proposed Minor Subdivision plat, current site address of 215 Overbrook Rd.

Interested parties should provide comments back to our office no later than Monday, November 1st, 2021.

Thank you for your time.

Sam Proffer

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

CERTIFICATE OF DEDICATION

THE ABOVE OR FOREGOING SUBDIVISION OF LUDOG SUBDIVISION, LOCATED IN A PORTION OF NW1/4NE1/4 OF SECTION 15, T49N, R73W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AS APPEARS AND IS DESCRIBED HEREON THIS PLAT, IS MADE WITH THE FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED IN LOTS, BLOCKS, STREETS AND EASEMENTS, AND THAT THE UNDERSIGNED OWNERS AND PROPRIETORS OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DO HEREBY DEDICATE TO THE PUBLIC FOR PERPETUAL PUBLIC USE ALL STREETS, ALLEYS, EASEMENTS AND OTHER LANDS WITHIN THE BOUNDARY LINES OF THE PLAT AS INDICATED AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE. UTILITY EASEMENTS AS DESIGNATED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL PUBLIC USE FOR INSTALLING, PREPARING, REPLACING AND MAINTAINING WATER LINES, SEWERS, GAS LINES, ELECTRICAL LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.

ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS _____ DAY OF _____ A.D., 20____, BY:

RANDOLPH WIRFEL, OWNER

STATE OF _____)
COUNTY _____)SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D., 20____, BY RANDOLPH WIRFEL, OWNER, AS A FREE AND VOLUNTARY ACT AND DEED. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

CERTIFICATE OF APPROVAL BY THE CAMPBELL COUNTY PLANNING COMMISSION, CAMPBELL COUNTY, WYOMING

APPROVED BY THE CAMPBELL COUNTY PLANNING COMMISSION THIS _____ DAY OF _____ A.D., 20____.

CHAIRMAN _____

ATTEST:

CLERK OF THE PLANNING COMMISSION _____

CERTIFICATE OF APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS, CAMPBELL COUNTY, WYOMING

APPROVED FOR FILING BY THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS IN AND FOR THE COUNTY OF CAMPBELL, STATE OF WYOMING THIS _____ DAY OF _____ A.D., 20____.

CHAIRMAN OF BOARD _____

MEMBER _____

MEMBER _____

MEMBER _____

ATTEST:

MEMBER _____

CLERK OF BOARD _____

- THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE
- NO PUBLIC MAINTENANCE OF STREETS OR ROADS
- NO PROPOSED CENTRALIZED WATER SUPPLY SYSTEM
- NO PUBLIC SEWAGE SYSTEMS

CERTIFICATE FOR RECORDING BY THE COUNTY CLERK AND RECORDER

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT _____ O'CLOCK ____M., THIS _____ DAY OF _____ 20____, AND IS DULY RECORDED IN BOOK NUMBER _____, PAGE NUMBER _____.

COUNTY CLERK _____

SUBDIVISION SUMMARY

TOTAL AREA: 21.270 ACRES
TOTAL LOTS: 3 LOTS
ZONING: R-R
FLOOD PLAIN DESIGNATION ZONE X
RIGHT OF WAY: 1.823 ACRES

ADDITIONAL EXCEPTIONS

BLANKET EASEMENTS IN NATURE
- BOOK 256 PHOTOS, PAGE 543
- BOOK 1579 PHOTOS, PAGE 454
- BOOK 1742 PHOTOS, PAGE 587
AFFECTS PROPERTY BUT NOT PLOTTABLE
- BOOK 1600 PHOTOS, PAGE 401
- BOOK 1695 PHOTOS, PAGE 118

SURVEYOR'S CERTIFICATE

I, SHEILA M. SLOCUM, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS SUBDIVISION PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE LUDOG SUBDIVISION, LOCATED IN A PORTION OF NE1/4NE1/4, SECTION 15, T49N, R73W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACTUAL SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION.

BENCHMARK

BASED ON CITY OF GILLETTE VERTICAL CONTROL MONUMENT #55 ELEVATION= 4587.18

BASIS OF BEARING

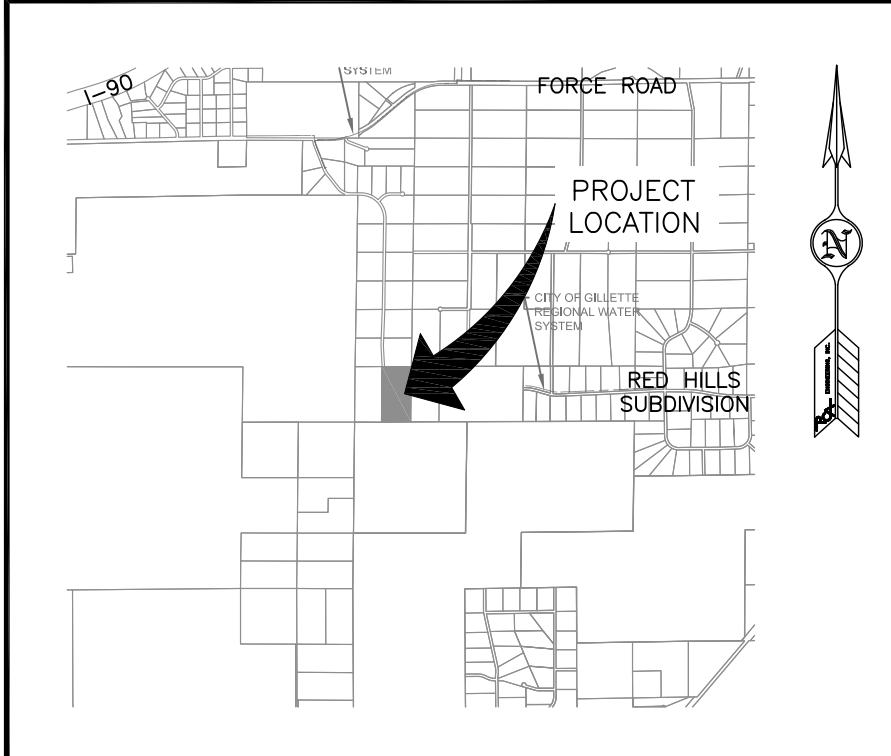
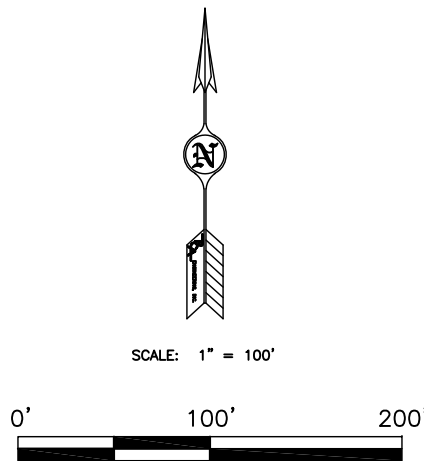
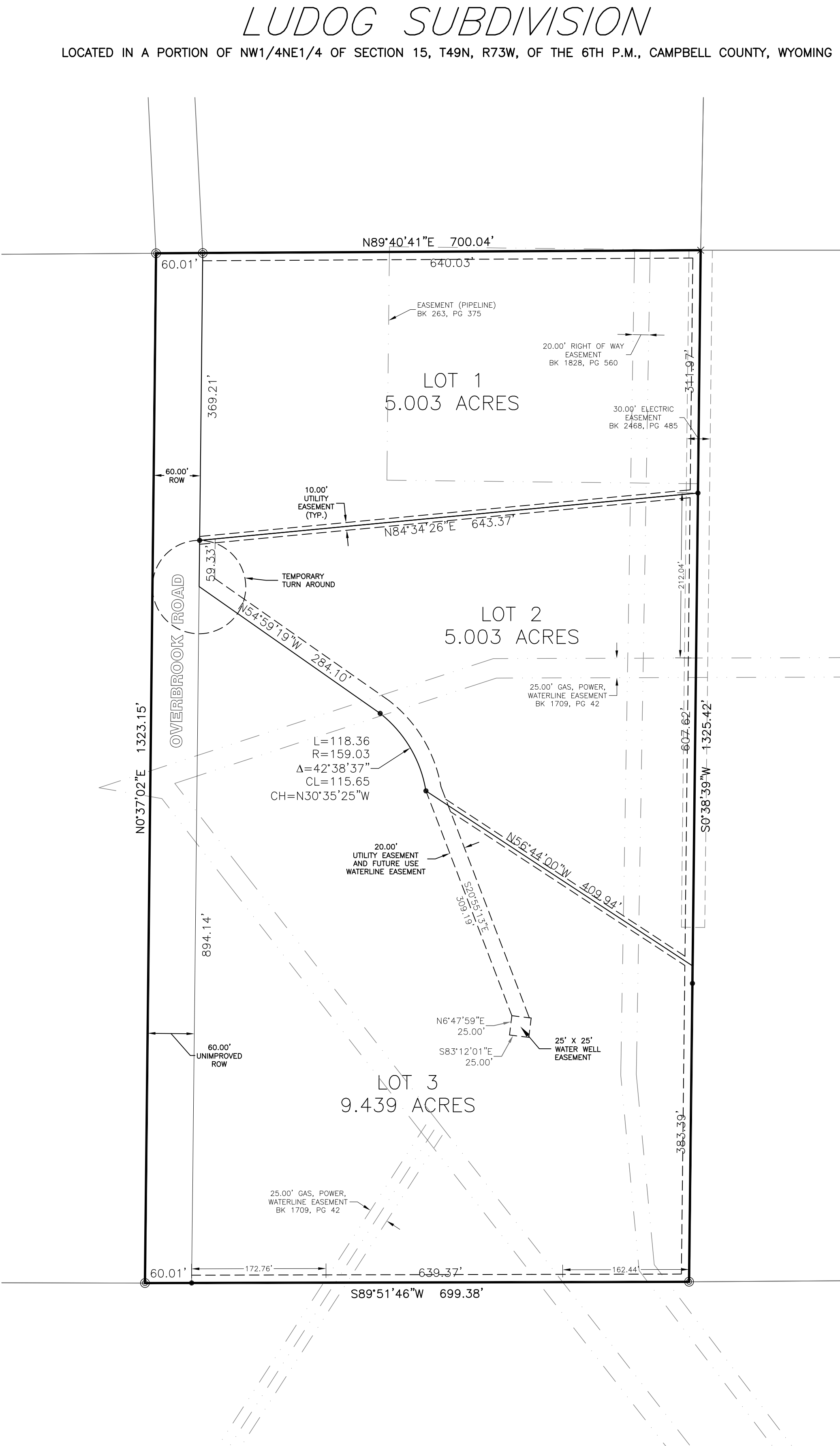
WYOMING STATE PLANE GRID, NAD83, EAST ZONE (4901)

LEGEND

- × FOUND PLASTIC CAP RLS 2333
- ⊙ FOUND ALUMINUM CAP PELS 8885
- SET 2" ø ALUMINUM CAP (PLS #15542)
- BOUNDARY
- - - - - EASEMENT
- - - - - EXISTING EASEMENT

LEGAL DESCRIPTION

A PARCEL LOCATED IN A PORTION OF THE NW1/4NE1/4 OF SECTION 15, T49N, R73W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST SIXTEENTH CORNER OF SAID SECTION 15 AND BEING THE POINT OF BEGINNING, MONUMENTED BY AN ALUMINUM CAP STAMPED PELS 8885, 2006;
THENCE S89°51'46"W, 699.38 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, MONUMENTED BY AN ALUMINUM CAP STAMPED PELS 8885;
THENCE N00°37'02"E, 1323.15 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, MONUMENTED BY AN ALUMINUM CAP STAMPED PELS 8885;
THENCE N89°40'41"E, 700.04 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, MONUMENTED BY A PLASTIC CAP STAMPED RLS 2333;
THENCE S00°38'39"W, 1325.42 FEET TO THE POINT OF BEGINNING.



VICINITY MAP

Prepared for:

RANDY WIRFEL
215 OVERBROOK
GILLETTE, WY 82718
307-299-8005



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Drawn by: SS	Design by: SS	Reviewed by: SS
Revision Date	Revision Description	

PCA Project Number: 213895.016
Plot Date: Nov. 10, 2021 — 12:35pm
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Layout: Plat 1
X-Ref: ...

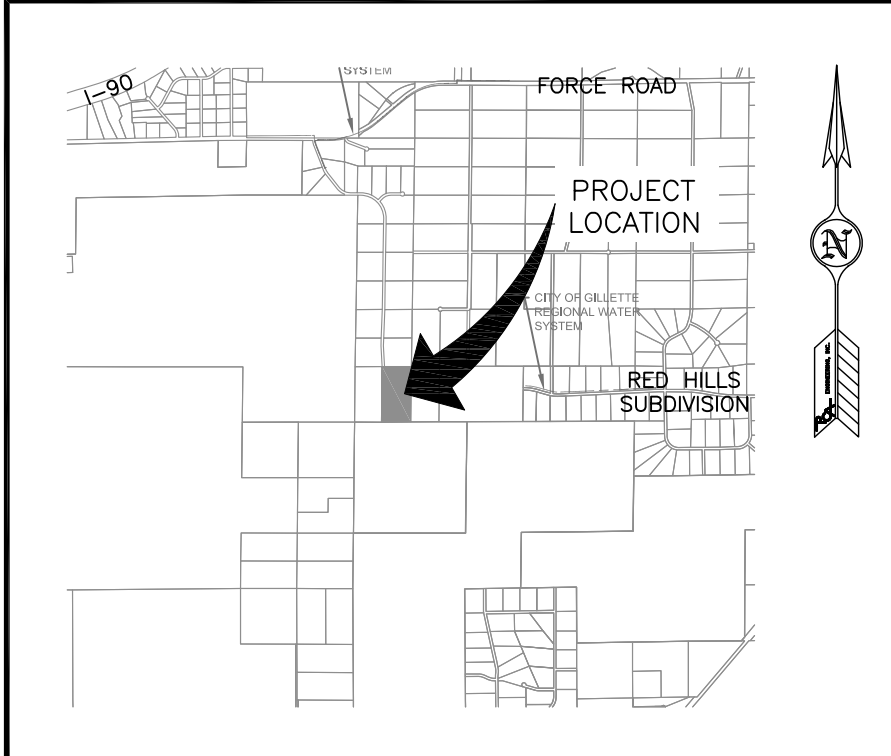
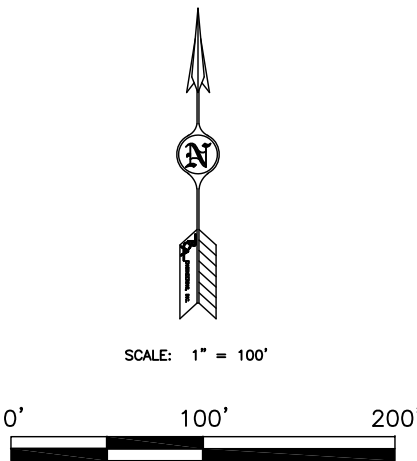
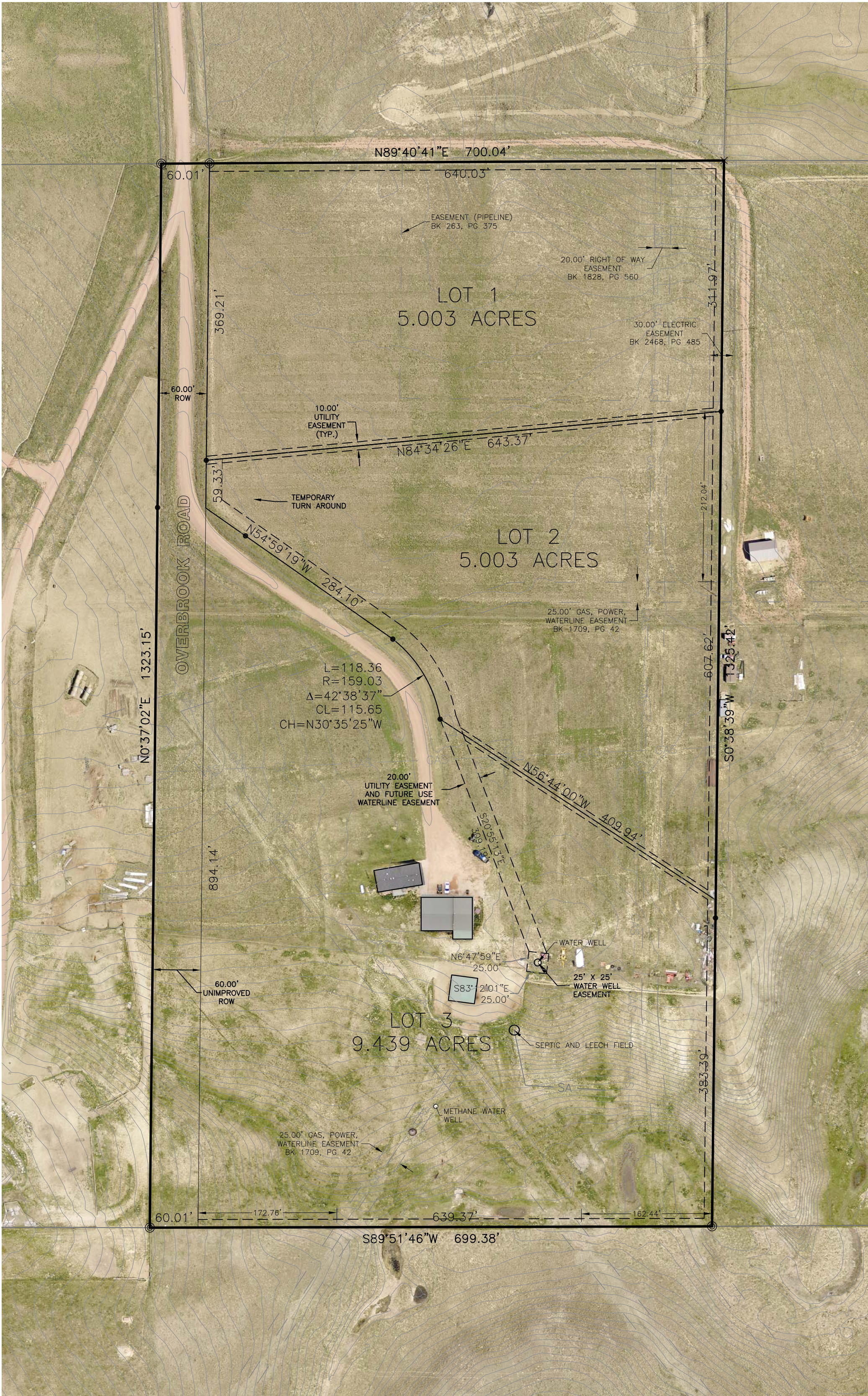
LUDOG SUBDIVISION
LOCATED IN A PORTION OF
NW1/4NE1/4 OF SECTION 15,
T49N, R73W OF THE 6TH
P.M., CAMPBELL COUNTY,
WYOMING

FINAL PLAT

SHEET 1 OF 1

LUDOG SUBDIVISION

LOCATED IN A PORTION OF THE NW1/4NE1/4 OF SECTION 15, T49N, R73W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING



VICINITY MAP

Prepared for:

RANDY WIRFEL

215 OVERBROOK
GILLETTE, WY 82718
307-299-8005



COPYRIGHT © ALL RIGHTS RESERVED BY PCA ENGINEERING, INC.				
Drawn by: SS	Design by: SS	Reviewed by: SS		
Revision Date	Revision Description			
PCA Project Number: 213895.016				
Plot Date: Nov 10, 2021 - 12:36pm				
P:\Projects\213895000 Misc Survey - 2021\213895016				
MainP.dwg				
Layout: Site Plan				
X-Ref: ...				

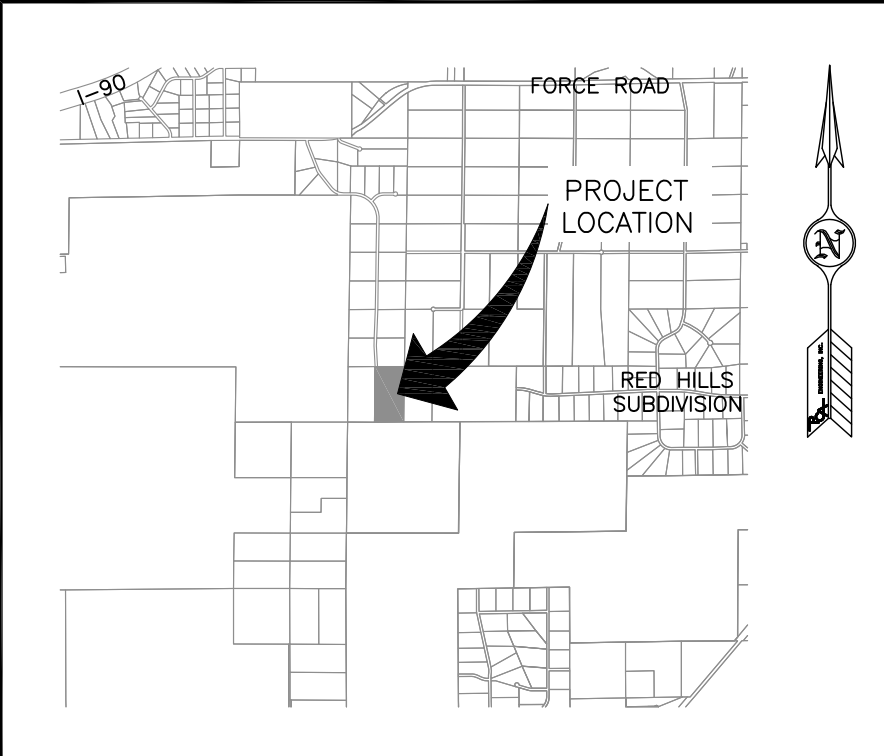
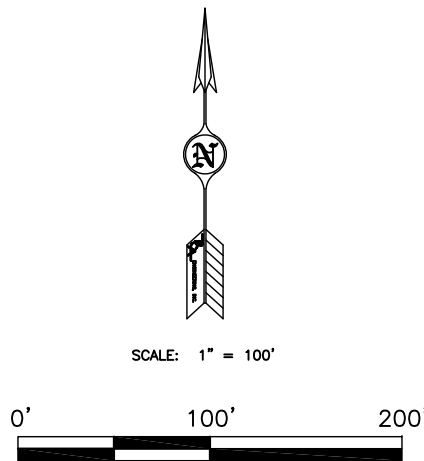
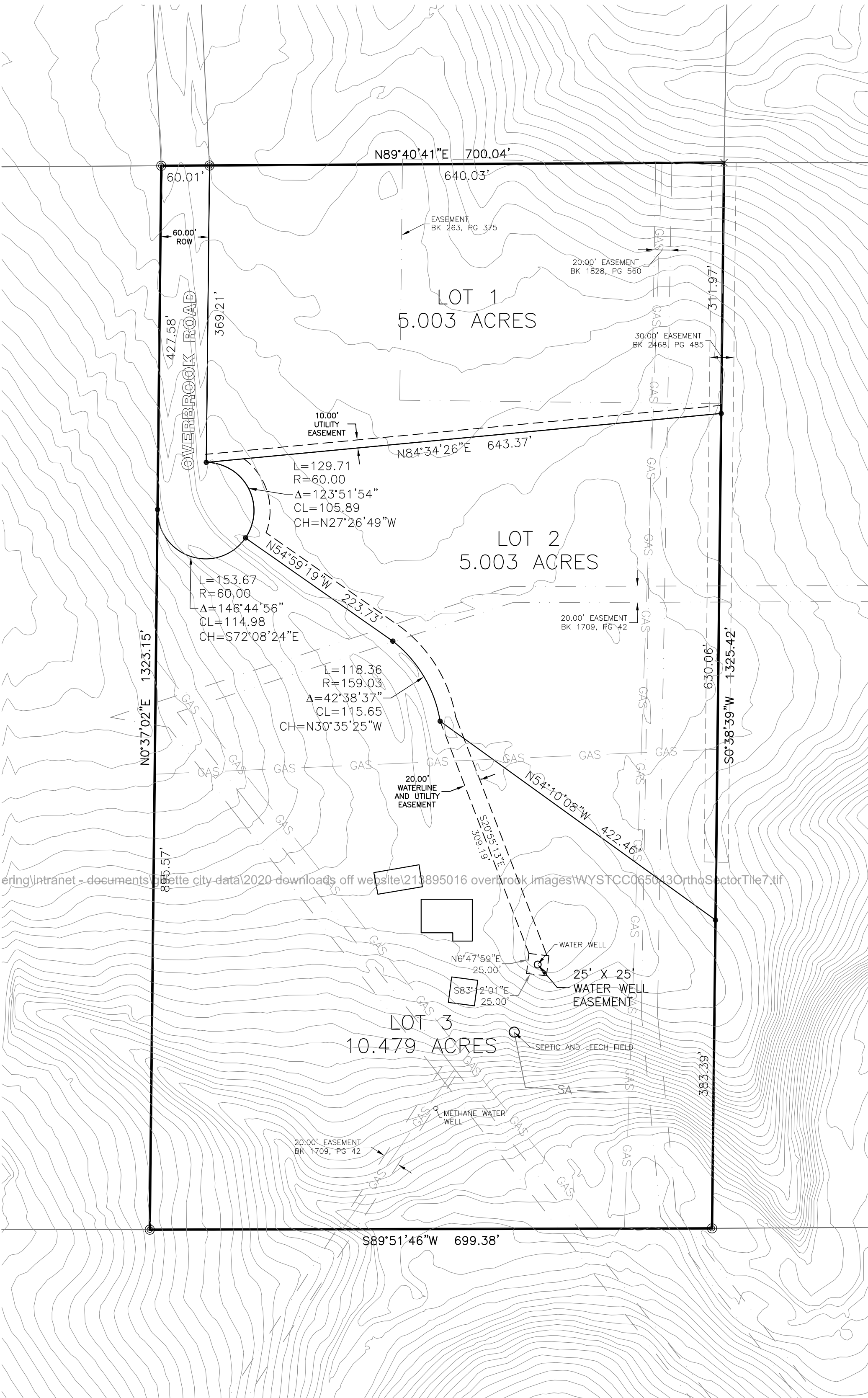
LUDOG SUBDIVISION
LOCATED IN A PORTION OF
THE NW1/4NE1/4 OF
SECTION 15, T49N, R73W OF
THE 6TH P.M., CAMPBELL
COUNTY, WYOMING

SITE PLAN

SHEET 1 OF 1

LUDOG SUBDIVISION

LOCATED IN A PORTION OF THE NW1/4NE1/4 OF SECTION 15, T49N, R73W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING



VICINITY MAP

Prepared for:

RANDY WIRFEL

215 OVERBROOK
GILLETTE, WY 82718
307-299-8005



DRAWN BY: SS DESIGN BY: SS REVIEWED BY: SS		
REVISION DATE	REVISION DESCRIPTION	

PCA Project Number: 213895.016
Plot Date: Oct 15, 2021 - 9:16am
P:\Projects\213895000 Misc Survey - 2021\213895016
MainP.dwg
Layout: Site Plan
X-Ref: ...

LUDOG SUBDIVISION
LOCATED IN A PORTION OF
THE NW1/4NE1/4 OF
SECTION 15, T49N, R73W OF
THE 6TH P.M., CAMPBELL
COUNTY, WYOMING

SITE PLAN

SHEET 1 OF 1



Campbell County Fire Department

Jeff Bender
Fire Chief

J.R. Fox
Deputy Fire Chief

Eric Acton
Fire Marshal

Plan Review

Date: October 27, 2021
Location: Ludog Subdivision
Project: Final Plat

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

Existing well

One well (49-005-44277) exists within the proposed development boundaries. Wyoming Oil and Gas Conservation Commission (WOGCC) records indicate the well was installed in 863' at -105.6189, 44.22902 and currently has the status of "plugged and abandoned" (see enclosure). The status will not limit access or building locations, but the well may affect grading or building foundation placement. (IFC 5706.3)

- *Show the well location and status on the plat.*

Premises identification

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

Access

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

Fire apparatus access roads:

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

Water supply

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

Please feel free to contact me with any questions.



Eric Acton
Fire Marshal

Encl: Ludog well.pdf
Cc: CCDPW. File

"To provide Excellence in all Interactions through Professionalism"

106 Rohan Ave. Gillette WY 82716
(p) 307-682-5319 | f) 307-686-2222
www.ccfire.us

WOGCC x Well Listing By Section Township x pipeline.wyo.gov/Wellapi.cfm?O: x pipeline.wyo.gov/Wellapi.cfm?O: x +

Not secure | pipeline.wyo.gov/Wellapi.cfm?Oops=ID73378&nAPINO=544277

Apps New ERS ICC - International... NFPA Free access to NFP... Emergency Key Box... 24-Hour Cumulativ... Imported From IE Reading list

	Apd File	Casing	Completions	Cores/Reports/Surveys	Click to Turn Map On/Off 
	Change of Operator	Display All Records	Geological Markers	Perforations	
	Production	Producing Intervals	Sales	Sundries	
	Tax Incentives	Treatments	Logs	Down Load Production	
	Download All Records	Down Load Sales	No Analysis-Check Sundries	Well Site	

Google Earth Codes Images

	Well Number 49-005-44277 Well Owner DOUD FEDERAL 2-15-49-73A Well Section Location 679 FNL AND 2057 FEL (NW NE)	Operator LORAL OPERATING LLC Field PRB COAL BED Section 15 Township/Range 49 NORTH 73 WEST Latitude 44.22902 Longitude -105.6189
---	---	---

Lease No. WYW135848 Target Formation WYODAK COAL Form 2 Formation ANDERSON Well Class G County CAMPBELL Prod Oil Bbls 0 Prod Gas Mcf 100,827	Permit Approval 03/27/2001 Total Depth 863 Status Date 11/2016 Production Status SI Basin POWDER RIVER Last Time Produced 10/2007 First Produced Form 2 06/2001 Last Form 2 04/2011	Completion 05/17/2001 Plug Back Depth 4781 Elevation 4783 Elevation KB 4783 Bond Release Date 04/2011	Approvals/Notice Mitigation Plan Company Wells Status OffSet Drilling Activity Group Number In Cooperation With BLM Lease WYW 135848
--	--	---	---

10/27/2021

Submitted/Received Date-2000-10-23

Fire Data Viewer | Discover Gillette | Property Search | Tax Parcel Viewer

arcgis.com/apps/webappviewer/index.html?id=560eced8fd2a48a8880bf9774305b2758&find=10046237

Apps | New ERS | ICC - International... | NFPA | Free access to NFP... | Emergency Key Box... | 24-Hour Cumulativ... | Imported From IE | Reading list

Tax Parcel Viewer | Best viewed in Google Chrome | Assessor's Office Home | Tax Information | FAQs

+ - -105.6189, 44.22902 X Q

Show search results for -105.6...

10 SE SE

NW NE

215 OVERBROOK RD

207 OVERBROOK RD

T49 R73

Search result
44°13'44.472"N 105°37'08.040"W
Zoom to ...

Zoom

-105.617 44.227 Degrees

POWERED BY Maxar esri

 First American Guarantee	Condition of Title Guarantee ISSUED BY First American Title Insurance Company GUARANTEE NUMBER 50036956-3820860
--	--

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

First American Title Insurance Company



Dennis J. Gilmore, President



Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "Public Records": those records established under Wyoming statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by

GUARANTEE CONDITIONS (Continued)

the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

- b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.

- a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
- b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

GUARANTEE CONDITIONS (Continued)**10. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Provision intentionally deleted.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

- a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)**

	<i>First American</i>	Condition of Title Guarantee
Schedule A		ISSUED BY First American Title Insurance Company
		GUARANTEE NUMBER 3820860

File No.: 4539-3820860

Guarantee No. 3820860

Amount of Liability: \$300.00

Date of Guarantee: September 24, 2021 at 5:00 P.M.

Fee: \$250.00

1. Name of Assured:

PCA Engineering Inc.

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee Simple

3. The Land referred to in this Guarantee is described as follows:

Real property in the County of Campbell, State of Wyoming, described as follows:

A tract of land located in the NW¼NE¼, Section 15, Township 49 North, Range 73 West of the 6th Principal Meridian, Campbell County, Wyoming and being more particularly described as follows:

Beginning at the N¼ of said Section 15, thence N89°26'14"E a distance of 640.43 feet, to the true point of beginning, said true point being an aluminum cap stamped PELS 8885; thence N89°26'14"E a distance of 700.43 feet, along the north line of Section 15 to the E 1/16 common to said Section 10 and Section 15; thence S00°20'31"W, a distance of 1325.07 feet, to the NE 1/16 of said Section 15; thence S89°32'00"W a distance of 699.61 feet to an aluminum cap stamped PELS 8885, along the 1/16th line; thence N00°18'26"E a distance of 1323.89 feet to the true point of beginning.

Account No. (for reference only): 10046236

4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest in the Land is vested in:

Randolph Wirfel

b. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority

	<i>First American</i>	Condition of Title Guarantee
Schedule B		ISSUED BY First American Title Insurance Company GUARANTEE NUMBER 3820860

File No.: 4539-3820860

1. Documents, liens or other matters that are indexed by name only but which, if any exist, may affect title or impose liens or encumbrances on the Land.

2. Right of Way, including terms and conditions contained therein:

Granted To:	McCulloch Interstate Gas Corp
For:	Pipelines
Recorded:	May 18, 1970
Recording Information:	Book 194 of Photos, page 183

3. Easement, including terms and conditions contained therein:

Granted to:	Belle Fourche Pipe Line Co.
For:	Pipelines
Recorded:	December 14, 1972
Recording Information:	Book 256 of Photos, page 543

4. Right of way, including terms and conditions contained therein:

Granted To:	Phillips Petroleum Co.
For:	Pipelines
Recorded:	March 2, 1973
Recording Information:	Book 263 of Photos, page 375 and General Description of Rights of Way recorded June 10, 1986 in Book 889 of Photos, page 196
Assigned To:	Kinder Morgan Operating L.P. "A" by Assignment and Conveyance recorded December 13, 2001 in Book 1716 of Photos, page 83

5. Surface use agreement and operation of gathering lines including the terms and conditions thereof:

Between:	Pennaco Energy, Inc.
And:	Bear Paw Energy
Recorded:	December 30, 1999
Recording Information:	Book 1579 of Photos, page 454

6. Right of Way, including terms and conditions contained therein:

Granted To:	Powder River Energy Corporation
For:	Electrical transmission lines
Recorded:	May 3, 2000
Recording Information:	Book 1600 of Photos, page 153

7. Surface use agreement including the terms and conditions thereof:
 Between: Doud Land Co.
 And: Barrett Resources
 Recorded: August 30, 2000
 Recording Information: Book 1619 of Photos, page 401

8. Right of Way, including terms and conditions contained therein:
 Granted To: Powder River Energy Corp
 For: Electric transmission lines
 Recorded: September 18, 2001
 Recording Information: Book 1695 of Photos, page 118

9. Right of Way, including terms and conditions contained therein:
 Granted To: Bear Paw Energy, LLC
 For: Pipelines
 Recorded: November 16, 2001
 Recording Information: Book 1709 of Photos, page 42

10. Right of Way, including terms and conditions contained therein:
 Granted To: Bear Paw Energy, LLC
 For: Pipelines
 Recorded: November 16, 2001
 Recording Information: Book 1709 of Photos, page 264

11. Memorandum of Surface Use agreements including the terms and conditions thereof:
 Between: Pennaco Energy, Inc.
 And: Sharon K. and Ben Doud
 Recorded: March 22, 2002
 Recording Information: Book 1742 of Photos, page 587

12. Right of Way, including terms and conditions contained therein:
 Granted To: Bear Paw Energy, LLC
 For: Pipeline
 Recorded: January 8, 2003
 Recording Information: Book 1828 of Photos, Page 560

13. Right of Way, including terms and conditions contained therein:
 Granted To: Don and Carol Cool
 For: private ingress and egress
 Recorded: April 24, 2007
 Recording Information: Book 2252 of Photos, Page 284

14. Right of Way, including terms and conditions contained therein:
 Granted To: Powder River Energy Corporation
 For: Electric line
 Recorded: August 6, 2009
 Recording Information: Book 2468 of Photos, Page 485

15. Mortgage and the terms and conditions thereof.

Mortgagor: Randolph Wirfel, a single man
Mortgagee: Mortgage Electronic Registration Systems, Inc., solely as a
nominee for Premier Home Mortgage, Inc.
Amount: \$81,400.00
Recorded: June 24, 2013
Recording Information: Book 2802 of Photos, Page 450

Sam G. Proffer

From: Sam G. Proffer
Sent: Wednesday, November 3, 2021 4:47 PM
To: Sheila Slocum
Cc: Clark M. Melinkovich
Subject: Ludog Subdivision / Agent Review Meeting

November 3, 2021

2:00 P.M. Meeting

Sheila—This is a brief recap of major items discussed today regarding the Ludog Subdivision project.

In no particular order we discussed:

1. Plat information—to include easements along property lines, clarify water line easement is for potential future use, general housekeeping items
2. Shared well agreement will be removed, and replaced with on-lot well report—This may be a Planning Consideration item if there isn't enough time to produce before the November 18th PC meeting.
3. Proposed road maintenance covenants in lieu of HOA agreement for road maintenance—an acceptable alternative to the HOA or I&S district.
4. Owner/agent to inquire about joining/merging with adjoining I&S District rather than road maintenance covenant.
5. Subdivision reg's require road extension to go to furthest end of lot; however, development of that road would require encroaching into neighboring land because of topography—Applicant to request variance to this requirement.
6. Applicant to complete road improvements prior to plat recordation in lieu of development surety.

Let me know if I missed anything—

Thanks!
 Sam

Please note that my email address has changed. Thank you!

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



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

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

**REGIONAL WATER CONNECTION EXEMPTION
and
ON - LOT WELL REPORT
for
LUDOG SUBDIVISION**

Project No. 213895.016

Prepared For:

RANDY WIRFEL
215 OVERBROOK ROAD
GILLETTE, WY 82718

October 2020

Prepared By:

PCA ENGINEERING, INC.
4506 WIGWAM BLVD.
P.O. BOX 2185
GILLETTE, WYOMING 82717-2185
(307) 687-0600

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PURPOSE

The purpose of this report is to present the requested and pertinent information required to obtain a REGIONAL WATER CONNECTION EXEMPTION for Ludog Subdivision and to develop a plan for the proposed on-lot water system for the subdivision.

SUBDIVISION DESCRIPTION

Ludog Subdivision is located in the NW1/4, NE1/4 of Section 15, Township 49 North, Range 73 West, Campbell County, Wyoming. The site is located south of and adjacent to Overbrook Subdivision II. The site is bordered by non-subdivided agricultural property to the west and south, a residential suburban subdivision on the north side and a rural residential tract on the east. The property is located approximately 3,500 feet west of Red Hills Subdivision and is not located within the joint city/county planning district but is within the Regional Water System Service Area. A map showing the location of the subdivision and the well is attached in Appendix "A".

The total area of this subdivision is approximately 21.27 acres of currently undeveloped rangeland property with a single residence on it. The subdivision will be zoned R-R Rural Residential and will create two 5 acre lots and one 11.27 acre lot.

REASON FOR EXEMPTION

This subdivision is located near the westerly boundary of the Regional Water System Service Area, however at the present time, the nearest main within the regional system is located over three thousand feet east of the subdivision. It would not be financially or logistically feasible to connect to this main since it would be expensive and would create an undesirably long dead end line with only three services at the end. A letter from the City of Gillette Water Division is attached in Appendix "B".

ALTERNATE WATER SOURCE

It is proposed that the water source for this subdivision be a single shared well located northeast of the center of lot 3. This is an existing well (permit no. P189924.0W) known as the Wirfel #1 well and is shown on the Area Map in Appendix A.

ALTERNATE WATER SOURCE QUALITY

The results of a water quality analysis for the Wirfel #1 well is attached as Appendix E. The water from this well has a significant amount of alkalinity and may cause scaling in pipes and water heaters. This water also contains a relatively high amount of sulfate which does not affect health but may be considered by some to be objectionable and may need to be treated, depending on personal preference.

ON-LOT WELL WATER USAGE

The proposed Ludog Subdivision will contain three (3) rural residential lots. The anticipated peak water demand of each lot is as follows (based a typical 3 bedroom, 2 bath home and fixture demands found on Table 604.3 of the IPC):

Lavatory	2	x	0.8 gpm	=	1.6 gpm
Shower	1	x	2.5 gpm	=	2.5 gpm
Water Closet (flushometer tank)	2	x	1.6 gpm	=	3.5 gpm
Tub	1	x	4.0 gpm	=	4.0 gpm
Sink	2	x	1.75 gpm	=	3.5 gpm
Dishwasher	1	x	2.75 gpm	=	2.8 gpm
Laundry	1	x	4.0 gpm	=	4.0 gpm
Sillcock	1	x	5.0 gpm	=	5.0 gpm
TOTAL PEAK DEMAND PER HOME				=	26.9 gpm

Typical engineering practice is to use an average day demand of 150 gallons per day per bedroom. Therefore the following calculations apply to this subdivision:

$$\begin{aligned}
 \text{AVERAGE DAY DEMAND PER LOT} &= 450 \text{ gpd} \\
 \text{PEAK HOUR DEMAND PER LOT} &= \text{gpdaverage} \times 4 = 1,800 \text{ gpd} \\
 &= 75 \text{ gph} \\
 \text{TOTAL ANNUAL USE PER LOT} &= \text{gpdaverage} \times 365 = 164,250 \text{ gpy} \\
 \text{TOTAL ANNUAL USE FOR ENTIRE SUBDIVISION} &= 492,750 \text{ gpy}
 \end{aligned}$$

$$\text{PERMITTED CAPACITY OF THE WELL} = 20 \text{ gpm} \times 60 \text{ min} = 1200 \text{ gph}$$

$$\text{ANNUAL PERMITTED CAPACITY OF THE WELL} = 10,512,000 \text{ gpy}$$

This is within the capacity of the well, however each lot will be required to meet the requirements of the International Plumbing Code (IPC) for water availability to the residence on each lot. Since the capacity of the well is only 20 gpm, a cistern or tank will be needed on each lot to insure that the potential demand rate for each lot can be met during times of simultaneous usage.

GROUNDWATER INFORMATION

The well in this subdivision is compatible with and not adversely affected by the proposed individual septic systems anticipated for this subdivision. The use of individual septic systems is feasible for this subdivision. It should be noted that individual designs will be required for the septic system for each lot at the time of development and each lot owner will be responsible for obtaining the required permits to construct these systems.

USED OR AFFECTED WATER RIGHTS

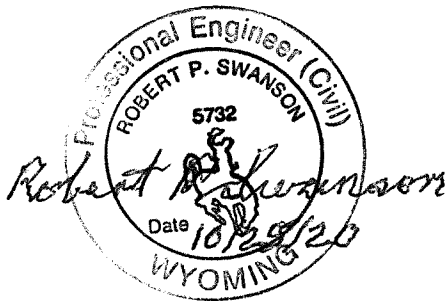
It is not anticipated that the on - lot well for the Ludog Subdivision will have an adverse effect on the wells within a one mile radius of the subdivision. See Appendix "C" for the State Engineer's Office search data for all wells located within one mile radius of this subdivision.

SUMMARY OF EXEMPTION and ON-LOT WELL REPORT

This Exemption is requested due to the high cost and poor feasibility of connection to the Regional System. The area near this subdivision has been previously developed with low-density developments and it will not be feasible in the foreseeable future to extend the Regional Water System into this area unless a high-density area is developed. It is feasible to provide water to the lots of this subdivision via on-lot wells, without an adverse effect on other wells in the area.

A "REGIONAL WATER SYSTEM CONNECTION EXEMPTION" is hereby requested for the Ludog Subdivision.

If you have any questions or comments regarding this "REGIONAL WATER CONNECTION EXEMPTION" and "ON – LOT WELL REPORT" please contact me at (307) 687-0600 or email me at swansonr@pcaengsur.com.



Robert P. Swanson, P.E.
PCA Engineering, Inc.

APPENDIX A

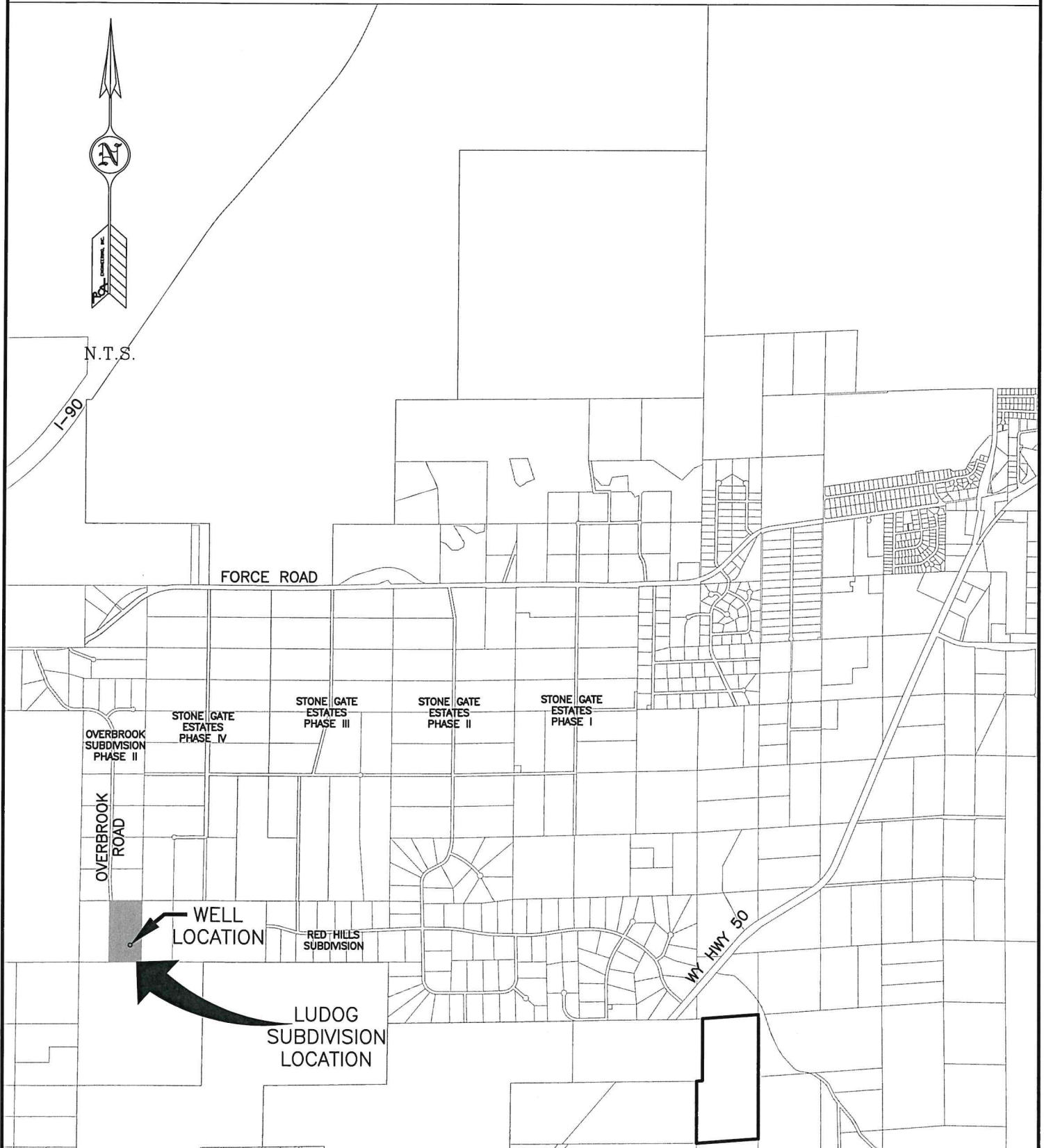
AREA MAP



CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING

LUDOG SUBDIVISION WELL LOCATION

55
4506 Wigwam Blvd.
P.O. Box 2185
Gillette, Wyo. 82716
Ph. (307) 687-0600



APPENDIX B

CITY OF GILLETTE LETTER



CITY OF GILLETTE

Development Services
Engineering Division
201 E. 5th Street • Gillette, Wyoming 82716
Phone 307.686.5265
www.gillettewy.gov

October 18, 2021

PCA Engineering, Inc.
ATTN: Robert Swanson
PO Box 2185
Gillette, WY 82717
VIA Email: swansonr@pcaengsur.com

RE: Ludog Subdivision – Regional Water Availability

Mr. Swanson,

Thank you for your inquiry regarding water service from the Gillette Regional Water Supply Project (GRWSP). I understand that the Ludog Subdivision will be located immediately South of the Overbrook Improvement and Service District and will be comprised of three lots as shown in the attached plat that you provided me. This location is within the Designated Service Area (see enclosed exhibit) and is serviceable from the GRWSP.

The City of Gillette currently operates a 12" transmission line along Force Rd, which does have capacity to serve the Ludog Subdivision and is in the planning stages of a new transmission line between the Red Hills Subdivision and the Fox Ridge Improvement and Service District. The City currently has no plans to extend either of these transmission lines to the immediate vicinity of the Ludog Subdivision.

If it is necessary for the Ludog Subdivision to obtain water service from the GRWSP, it can be accomplished in two ways:

1. Form a water district and design, permit, and construct the transmission line and control building. The ownership of this infrastructure would be transferred to the City of Gillette once completed and accepted by City Council. The cost of building this infrastructure would be solely the responsibility of the water district. The timing for the availability of water would be based on the water district's schedule for design and construction.
2. Work with the Overbrook Improvement and Service District to modify their District boundary to include the Ludog Subdivision and obtain water from the existing Overbrook Centralized Water System.

If you have any questions or need additional clarification, please don't hesitate to contact me at 307-687-5265 or at levij@gillettewy.gov.

Sincerely,

Levi Jensen, P.E.
Senior Civil Engineer

CERTIFICATE OF DEDICATION

THE ABOVE OR FOREGOING SUBDIVISION OF LUDOG SUBDIVISION, LOCATED IN A PORTION OF LOT 2 (NW1/4NE1/4) OF SECTION 15, T49N, R73W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AS APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DEEDS OF THE UNDERSIGNED OWNERS AND PROPRIETORS, AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED IN LOTS, BLOCKS, STREETS AND EASEMENTS, AND THAT THE UNDERSIGNED OWNERS AND PROPRIETORS OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DO HEREBY DEDICATE TO THE PUBLIC, FOR PERPETUAL PUBLIC USE, ALL STREETS, ALLEYS, EASEMENTS AND OTHER LANDS WITHIN THE BOUNDARY DESIGNATED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL PUBLIC USE, FOR INSTALLING, MAINTAINING, REPAIRING AND USING TELEPHONE LINES, ELECTRICAL LINES, CABLE LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC. ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS ____ DAY OF _____, A.D., 20____, BY:

RANDOLPH WIRFEL, OWNER

STATE OF _____
COUNTY _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, A.D., 20____, BY RANDOLPH WIRFEL, OWNER, AS A FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE CAMPBELL COUNTY PLANNING COMMISSION, CAMPBELL COUNTY, WYOMING
APPROVED BY THE CAMPBELL COUNTY PLANNING COMMISSION THIS ____ DAY OF _____, A.D., 20____.

CHAIRMAN _____

ATTEST: _____

CLERK OF THE PLANNING COMMISSION _____

CERTIFICATE OF APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS, CAMPBELL COUNTY, WYOMING
APPROVED FOR FILING BY THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS IN AND FOR THE COUNTY OF CAMPBELL, STATE OF WYOMING THIS ____ DAY OF _____, A.D., 20____.

CHAIRMAN OF BOARD _____

MEMBER _____

MEMBER _____

MEMBER ATTEST: _____

MEMBER _____

CLERK OF BOARD _____

- THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE
- NO PUBLIC MAINTENANCE OF STREETS OR ROADS
- NO PROPOSED CENTRALIZED WATER SUPPLY SYSTEM
- NO PUBLIC SEWAGE SYSTEMS

SUBDIVISION SUMMARY

TOTAL AREA: 21.270 ACRES
TOTAL LOTS: 3 LOTS
ZONING: R-R
FLOOD PLAIN DESIGNATION ZONE X
RIGHT OF WAY: 0.785 ACRES

UNFILED DOCUMENTS

- BOOK 256 PHOTOS, PAGE 543
- BOOK 1578 PHOTOS, PAGE 454
- BOOK 1800 PHOTOS, PAGE 401
- BOOK 1803 PHOTOS, PAGE 118
- BOOK 1742 PHOTOS, PAGE 587
- BOOK 2773 PHOTOS, PAGE 310

SURVEYOR'S CERTIFICATE

I, SHELIA W. SUTCH, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS SUBDIVISION PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE LUDOG SUBDIVISION, LOCATED IN A PORTION OF LOT 2 (NE1/4NE1/4), SECTION 15, T49N, R73W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, AS SHOWN ON PLAT, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACTUAL SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION.

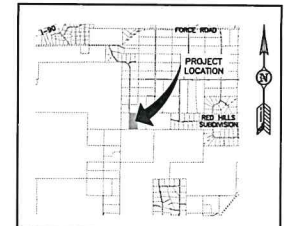
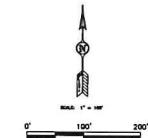
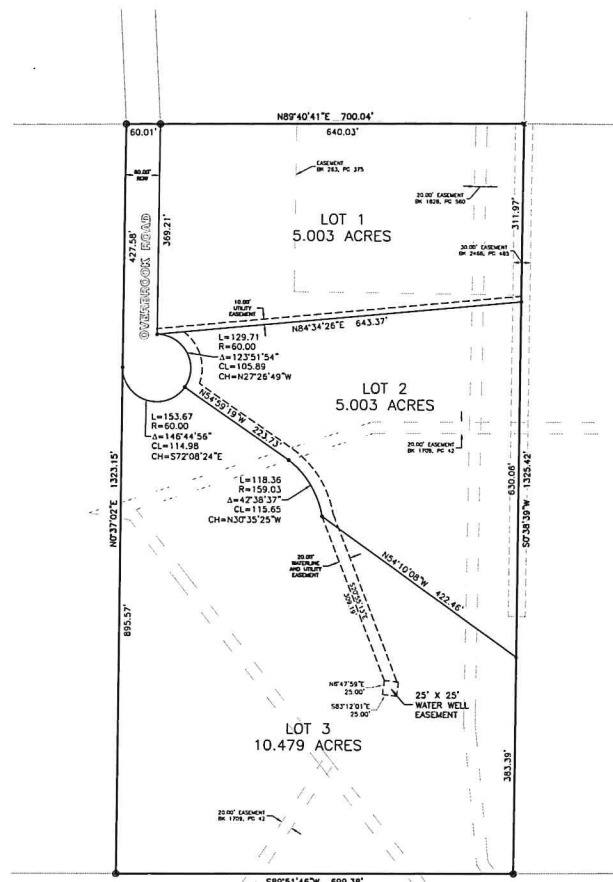
CERTIFICATE FOR RECORDING BY THE COUNTY CLERK AND RECORDER

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT _____ O'CLOCK ____ M., THIS ____ DAY OF _____, 20____, AND IS DULY RECORDED IN BOOK NUMBER _____ PAGE NUMBER _____.

COUNTY CLERK _____

LUDOG SUBDIVISION

LOCATED IN A PORTION OF LOT 2 (NW1/4NE1/4) OF SECTION 15, T49N, R73W, OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING



VICINITY MAP

LEGEND

- FOUND PLASTIC CAP PLS 2332
- FOUND ALUMINUM CAP PLS 8085
- SET 2" x ALUMINUM CAP (PLS #15542)
- BOUNDARY
- EASEMENT
- EXISTING EASEMENT

LEGAL DESCRIPTION

A PARCEL LOCATED IN A PORTION OF THE LOT 2 (NW1/4NE1/4) OF SECTION 15, T49N, R73W OF THE 6TH P.M., CAMPBELL COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST QUARTER CORNER OF SAID SECTION 15 AND BEING THE POINT OF BEGINNING, MONUMENTED BY AN ALUMINUM CAP STAMPED PLS 8085, 2006;
THENCE S89°31'46"W, 899.38 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, MONUMENTED BY AN ALUMINUM CAP STAMPED PLS 8085;
THENCE N89°40'11"E, 700.04 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, MONUMENTED BY A PLASTIC CAP STAMPED PLS 2332;
THENCE S00°38'36"W, 1323.42 FEET TO THE POINT OF BEGINNING.

Prepared for:
RANDY WIRFEL
215 OVERBROOK
GILLETTE, WY 82718
307-295-8005



COMMON ID #11 RIGHTS RESERVED BY PCA ENGINEERING, INC.
Drawn by: SS [Signature] Date: 05/15/2021 [Signature] Rev: 15
Revision Date: Revision Description:

PCA Project Number: 112895018
Plot Date: 05/15/2021 - 8:15am
P:\Projects\112895000 Mde Survey - 2021\112895018
Layout: Plot 1
P-Ref: ...

LUDOG SUBDIVISION
LOCATED IN A PORTION OF
LOT 2 (NW1/4NE1/4) OF
SECTION 15, T49N, R73W OF
THE 6TH P.M., CAMPBELL
COUNTY, WYOMING

FINAL PLAT

SHEET 1 OF 1

APPENDIX C

STATE ENGINEER'S OFFICE ON-LINE DATA SEARCH

WR Number	Priority	Date	Summary	Company	First Name	Last Name	Facility Name	Uses	Twn	Rng	Sec	Qtr-Qtr	Surv Type	Total Flow (CFS)	Appro	Ratio	Total depth (ft)	Static Water Level (ft)	Well Log (Y/N)	Depth (ft)	Off Pump	Principal Water Ring Form	Principal Water Ring Form	Principal Water Ring Form
WR Number	Priority	Date	Summary	Company	First Name	Last Name	Facility Name	Uses	Twn	Rng	Sec	Qtr-Qtr	Surv Type	Total Flow (CFS)	Appro	Ratio	Total depth (ft)	Static Water Level (ft)	Well Log (Y/N)	Depth (ft)	Off Pump	Principal Water Ring Form	Principal Water Ring Form	Principal Water Ring Form
P120368.OW	11/01/1999	Complete	Pennaco Ei				Doud 10-15- CBM; STK	049N 073W	15	NW1/4SE1/4	A14-		50	899.00			704					834	890	
P120369.OW	11/01/1999	Complete	Pennaco Ei				Doud 9-15-4 CBM; STK	049N 073W	15	NE1/4SE1/4	A13-		50	866.00			772					807	858	
P127582.OW	07/17/2000	Abandoned	Lance Oil &				TURNER 14-1 CBM; STK	049N 073W	15	SW1/4SW1/4	A11-		50	910.00			497.46					850	910	
P127591.OW	07/17/2000	Complete	Lance Oil &				GEER 34-15 CBM; STK	049N 073W	15	SW1/4SE1/4	A15-		50	894.00			530					820	894	
P131204.OW	11/30/2000	Complete	Pennaco Ei				DOUD FEDEI CBM	049N 073W	15	SE1/4NW1/4	A8-		0	881.00			857					821	875	
P131205.OW	11/30/2000	Complete	Pennaco Ei				DOUD FEDEI CBM	049N 073W	15	SW1/4NW1/4	A7-		60	881.00			844					824	873	
P131206.OW	11/30/2000	Complete	Pennaco Ei				DOUD FEDEI CBM	049N 073W	15	NW1/4NE1/4	A2-		60	901.00			848					846	894	
P131207.OW	11/30/2000	Complete	Pennaco Ei				DOUD FEDEI CBM	049N 073W	15	NE1/4NE1/4	A1-		60	830.00			785					772	821	
P131208.OW	11/30/2000	Complete	Pennaco Ei				DOUD FEDEI CBM	049N 073W	15	SE1/4NE1/4	A4-		60	826.00			772					769	818	
P131265.OW	11/30/2000	Complete	Pennaco Ei				DOUD FEDEI CBM	049N 073W	15	SW1/4NE1/4	A3-		60	887.00			843					827	878	
P132706.OW	02/20/2001	Abandoned	Williams Pi				MCCANN FEI CBM; STK	049N 073W	15	NE1/4SW1/4	A9-		12	887.00			786.72					820	876	
P150503.OW	04/21/2003	Complete			NOLAN & F	JOHNSON	MADER #3	DOM_GW	049N 073W	15	SW1/4SW1/4	L12-		20	500.00		303					458	497	
P150504.OW	04/21/2003	Cancelled			DAVID ANI	GRAMM	MADER #4	DOM_GW	049N 073W	15	NE1/4SW1/4	L11-		10	305.00		180 Y							
P154089.OW	09/16/2003	Complete			DAVID J &	FENDERSON	MADER #2	DOM_GW	049N 073W	15	SE1/4SW1/4	A		20	480.00		289					432	476	
P156839.OW	03/01/2004	Complete			JAMES & T	WEAVER	WEAVER #1	DOM_GW	049N 073W	15	NE1/4SW1/4	L11-		20	500.00		295					420	500	
P18801.0P	12/31/1948	Complete			H. W.	GEER	GEER #3	STK	049N 073W	15	SE1/4NE1/4	A		7.5	200.00		100					-1	-1	
P188636.OW	09/08/2008	Cancelled			TY AND GV	WRIGHT	WRIGHT 1	DOM_GW	049N 073W	15	SW1/4SW1/4	L12		25										
P189924.OW	03/11/2009	Complete			RANDOLPH	WIRFEL	WIRFEL #1	DOM_GW	049N 073W	15	NW1/4NE1/4	L2		20	490.00		390 N			440		418	487	
P206273.OW	09/23/2016	Complete			THOMAS	SIMONS	STONE MEAI DOM_GW;	049N 073W	15	NE1/4NE1/4	L1		25	522.00			258 N			460		359	510	
P119602.OW	10/04/1999	Abandoned	PENNACO				SWANSONG CBM; STK	049N 073W	14	SE1/4NE1/4	L8		50	916.00			503					851	908	
P119616.OW	10/04/1999	Abandoned	PENNACO				SWANSONG CBM; STK	049N 073W	14	NE1/4SE1/4	L9		50	952.00			882					882	941	
P130948.OW	11/17/2000	Abandoned	Williams Pi				SWANSONG CBM; STK	049N 073W	14	NE1/4NE1/4	A		8	885.00			721.12					814	879	
P110210.OW	05/27/1998	Complete			THOMAS V	COFFEY	COFFEY #1	DOM_GW	049N 073W	12	NE1/4NW1/4	L12		20	160.00		100					115	150	
P129739.OW	09/15/2000	Abandoned	Williams Pi				STONE GATE CBM; STK	049N 073W	12	NE1/4NW1/4	A5-		65	807.00			658.84					730	788	
P129741.OW	09/15/2000	Abandoned	Williams Pi				STONE GATE CBM; STK	049N 073W	12	SW1/4NW1/4	A		65	907.00			765.91					834	902	
P131451.OW	11/22/2000	Abandoned	Williams Pi				SWANSONG CBM; STK	049N 073W	12	SW1/4SW1/4	A		10	892.00			707.19					818	886	
P135800.OW	06/11/2001	Abandoned	Williams Pi				STONE GATE CBM; STK	049N 073W	12	NE1/4SW1/4	A9-		12	953.00			756.17					878	948	
P145659.OW	06/21/2002	Abandoned	Williams Pi				KOHR 43-12; CBM; STK	049N 073W	12	NE1/4SE1/4	L13		12	902.00			770.07					828	895	
P146091.OW	07/19/2002	Abandoned	Williams Pi				STONE GATE CBM; STK	049N 073W	12	SW1/4NE1/4	L7-		11	819.00			677.6					748	814	
P150379.OW	03/31/2003	Cancelled			STONE GA		STONE GATE MIS	049N 073W	12	SE1/4NW1/4	A8-		200											
P169574.OW	08/22/2005	Cancelled			JAMES D.	KINTZ	KINTZ HOME DOM_GW	049N 073W	12	SE1/4SE1/4	D16L		25											
P169581.OW	08/23/2005	Complete			DAN AND I	PENNINGTON	PENNINGTON DOM_GW	049N 073W	12	SW1/4SE1/4	L15		18	500.00			180 N			440		440	500	
P176972.OW	08/28/2006	Complete			JOHN	CHAMPLIN	CHAMPLIN # DOM_GW;	049N 073W	12	SE1/4NE1/4	A		18	545.00			305 N			460		450	540	
P186810.OW	04/03/2008	Cancelled			JAMES	KINTZ	KINTZ HOME DOM_GW	049N 073W	12	SE1/4SE1/4	L16		25											
P199791.OW	02/27/2013	Complete			JAMES	KINTZ	KINTZ HOME DOM_GW	049N 073W	12	SE1/4SE1/4	L16		25	1330.00			855 N			1017		1020	1260	
P202613.OW	08/14/2014	Complete			PAUL OR T	ODEKOVEN	ODEKOVEN DOM_GW;	049N 073W	12	SW1/4SE1/4	L15		10	500.00			263 N			440		425	479	
P206840.OW	03/02/2017	Complete			TOM	SIMONS	TPG HOLDIN DOM_GW;	049N 073W	12	SE1/4SW1/4	L14		25	520.00			284 N			460		430	517	
P2590.OW	06/12/1969	Complete			JANICE C.	GREGENSEN	LYNGBY WEI STK	049N 073W	12	NW1/4SW1/4	A		10	176.00			20					165	176	
P57603.OW	06/22/1981	Incomplete	SOUTHFO				SOUTHFORK MIS	049N 073W	12	NE1/4NE1/4	A		80	1530.00			450					1050	1500	
P68487.OW	09/14/1984	Cancelled			JAMES D.	KINTZ	KINTZ #3 MIS	049N 073W	12	SW1/4SE1/4	A		60											
P87209.OW	01/14/1992	Fully Adjuc			CRAIG G. A	MADER	STONE GATE MIS	049N 073W	12	SE1/4NW1/4	A8-		25	1706.00			785					1410	1740	
P94500.OW	01/10/1994	Fully Adjuc			STONE GA	IMPROVEMEN	ENL STONE MIS	049N 073W	12	SE1/4NW1/4	T10		65	1706.00			795					1410	1740	
P95374.OW	05/16/1994	Fully Adjuc			STONE GA	IMPROVEMEN	ENL STONE MIS	049N 073W	12	SE1/4NW1/4	T10		0	1706.00			785					1410	1740	
CR UW09/27	01/14/1992	Fully Adjuc	STONE GA				STONE GATE MIS	049N 073W	12	SE1/4NW1/4	L6		25											
CR UW09/27	01/10/1994	Fully Adjuc	STONE GA				ENL STONE MIS	049N 073W	12	SE1/4NW1/4	L6		50											
P130947.OW	11/17/2000	Abandoned	Williams Pi				STONE GATE CBM; STK	049N 073W	11	NE1/4SE1/4	A13-		0	832.00			654.02					756	826	
P136856.OW	07/05/2001	Abandoned	Williams Pi				STONE GATE CBM; STK	049N 073W	11	SW1/4SE1/4	A15-		3	844.00			670.43					778	840	
P214697.OW	05/28/2021	Incomplete			TREVOR AI	SCHILLING	SCHILLING N DOM_GW	049N 073W	11	NE1/4SE1/4	L8		25											
P101687.OW	02/29/1996	Complete			Everett & J	Bishop	BISHOP #1	DOM_GW;	049N 072W	18	SW1/4NW1/4	L2		8	260.00		190					200	260	
P102154.OW	04/16/1996	Complete			ROBIN	KUNTA	KUNTZ #1	DOM_GW	049N 072W	18	NE1/4NW1/4	A		22	362.00		235					312	346	
P120385.OW	11/01/1999	Complete	Pennaco Ei				Swangsong 1 CBM; STK	049N 072W	18	NW1/4SW1/4	A10-		50	803.00			565					744	794	
P120386.OW	11/01/1999	Cancelled	Pennaco Ei				Swangsong 1 CBM; STK	049N 072W	18	NW1/4SW1/4	A10-		50											
P125187.OW	04/27/2000	Abandoned	Williams Pi				BISHOP 12-1 CBM; STK	049N 072W	18	SW1/4NW1/4	A7-		50	752.00			134					688	752	
P125188.OW	04/27/2000	Abandoned	Williams Pi				MILNE 23-1E CBM; STK	049N 072W	18	NE1/4SW1/4	A9-		50	882.00			194					761	820	
P128187.OW	08/11/2000	Cancelled	Lance Oil &				WIND DANC CBM; STK	049N 072W	18	NE1/4NW1/4	A5-		65	685.00			-1					625	0	
P13895.OW	10/25/1915	Cancelled			BEN	DOUD	SELLARS DIT	049N 072W	18	NW1/4SW1/4	L3		0											
P145063.OW	06/11/2002	Complete			BARRY	STEEG	STEEG #1	DOM_GW	049N 072W	18	SW1/4NW1/4	A7-		20	500.00		227					407	497	
P149033.OW	02/03/2003	Complete			MIKE & M	CAMPAGNA	CAMPAGNA DOM_GW	049N 072W	18	SE1/4NW1/4	L10-		15	520.00			247					419	508	
P174408.OW	04/20/2006	Complete	BOSS ENTE				BOSS #1	DOM_GW;	049N 072W	18	SE1/4SW1/4	A		20	562.00		325 N			460		536	562	
P194373.OW	11/15/2010	Expired			EVERETTE.	BISHOP	BISHOP 12-1 DOM_GW;	049N 072W	18	SW1/4NW1/4	L9		25											
P196858.OW	01/12/2011	Complete			MICHAEL F	CAMPAGNA	CAMPAGNA DOM_GW	049N 072W	18	NE1/4SW1/4	L15		10	575.00			290 N			560		420	540	
P196973.OW	11/09/2011	Complete			LARRY ANE	STUDY	STUDY 21-1E DOM_GW;	049N 072W	18	NE1/4NW1/4	L7		12	466.00			157 N			315		328		
P202970.OW	10/16/2014	Unadjudicat			NICK	FREEMAN	NSL WELL 1	DOM_GW;	049N 072W	18	SW1/4NW1/4	L9		20	533.00		260 N			400		458	533	
P209199.OW	06/13/2018	Complete			CHRIS	PARKS	RUTH ANN 2 DOM_GW;	049N 072W	18	NW1/4SW1/4	L3		20	505.00			113 N			460		4		

APPENDIX D

STATE ENGINEER'S OFFICE STATEMENT OF COMPLETION AND PERMIT SUMMARY

STATE OF WYOMING
OFFICE OF THE STATE ENGINEER
HERSCHLER BLDG., 4-E
CHEYENNE, WYOMING 82002
(307) 777-6163

STATEMENT OF COMPLETION AND DESCRIPTION OF WELL OR SPRING

NOTE: Do not fold this form. Use typewriter or
print neatly with black ink.

PERMIT NO. U.W. 189924 NAME OF WELL/SPRING WIRFEL #1

1. NAME OF OWNER RANDOLPH WIRFEL

2. ADDRESS 4001 High Cliff Court

City Gillette State WY Zip Code 82718 Phone No. 307-299-8005

3. USE OF WATER ☒ Domestic ☐ Stock Watering ☐ Irrigation ☐ Municipal ☐ Industrial ☐ Miscellaneous
☐ Monitor or Test ☐ Coal Bed Methane Explain proposed use (Example: One single family dwelling) One single family dwelling

4. LOCATION OF WELL/SPRING NW 1/4 NE 1/4 of Section 15, T. 49 N., R. 73 W., of the 6th P.M. (or W.R.M.)
Subdivision Name _____ Lot _____ Block _____
Resurvey Location Tract _____ or Lot _____ Datum ☐ NAD27 ☐ NAD83
Geographic Coordinates: Latitude 44° 13.600' N Longitude 105° 37.019' W (degrees, minutes, seconds)
UTM: Zone _____ Northing _____ Easting _____ (meters)
State Plane Coordinates: Zone _____ Northing _____ Easting _____ (Feet)
Land surface elevation (ft. above mean sea level) _____ Datum ☐ NAVD29 ☐ NAVD88
Source ☒ GPS ☐ Map ☐ Survey ☐ Unknown ☐ Other ☐ Altimeter (for elevation only)

5. TYPE OF CONSTRUCTION ☒ Drilled rotary, mud ☐ Dug ☐ Driven ☐ Other
(type of rig, and fluid used, if any)

6. CONSTRUCTION Total depth of well/spring 490 ft.
Depth to static water level 390 ft. (below land surface) Casing height +2 ft. above ground
a. Diameter of borehole (bit size) 8 3/4 inches
b. Casing schedule ☒ New ☐ Used Joint type ☐ Threaded ☒ Glued ☐ Welded
5" diameter from 0 ft. to 490 ft. Material PVC Gage SDR17
_____ diameter from _____ ft. to _____ ft. Material _____ Gage _____
c. Cemented/grouted interval, from 380 ft. to 390 ft.
Amount of grout used 5 sacks type bentonite chips
(example: 10 sacks) (example: bentonite pellets)
d. Type of completion ☐ Customized perforations ☐ Open hole ☒ Factory screen
Type of perforator used _____
Size of perforations _____ inches by _____ inches
Number of perforations and depths where perforated
_____ perforations from _____ ft. to _____ ft.
_____ perforations from _____ ft. to _____ ft.
Open hole from _____ ft. to _____ ft.
Well screen details
Diameter 5" slot size .025 set from 430 ft. to 490 ft.
Diameter _____ slot size _____ set from _____ ft. to _____ ft.
e. Well development method _____ How long was well developed? _____
f. Was a filter/gravel pack installed? ☒ Yes ☐ No Size of sand/gravel 3/8"
Filter pack/gravel installed from 390 ft. to 490 ft.
g. Was surface casing used? ☐ Yes ☒ No Was it cemented in place? ☐ Yes ☐ No
Surface casing installed from _____ ft. to _____ ft.

7. NAME AND ADDRESS OF DRILLING COMPANY Ruby Drilling Co., Inc., P.O. Box 339, Gillette, WY 82717

8. DATE OF COMPLETION OF WELL (including pump installation) OR SPRING (first used) Aug. 3, 2009

9. PUMP INFORMATION Manufacturer Sta-Rite Type submersible
Source of power electricity Horsepower 3 Depth of pump setting or intake 440 ft.
Amount of water being pumped 20 gal./min.* (For springs or flowing wells, see item 10)
Total volumetric quantity used per calendar year.* 325,000 gal.

10. FLOWING WELL OR SPRING (Owner is responsible for control of flowing well)
If well yields artesian flow or if spring, yield is _____ gal./min.* Surface pressure is _____ lb./sq.inch, or _____ feet of water
The flow is controlled by ☐ Valve ☐ Cap ☐ Plug
Does well leak around casing? ☐ Yes ☐ No
*If these amounts exceed permitted amount an enlargement is required.

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SEE REVERSE SIDE

11. IF SPRING, HOW WAS IT CONSTRUCTED? (Some method of artificial diversion, i.e., springbox, cribbing, etc., is necessary to qualify for a water right) _____

12. PUMP TEST Was a pump test conducted? ☐ Yes ☒ No

If so, by whom _____

Yield _____ gal./min. with _____ ft. drawdown after _____ hours

Yield _____ gal./min. with _____ ft. drawdown after _____ hours

13. LOG OF WELL Total depth drilled 490 ft.

Depth of completed well 490 ft. Diameter of well 5 inches.

Depth to first water bearing formation _____ ft.

Depth to principal water bearing formation Top 418 ft. to bottom 487 ft.

DRILL CUTTINGS DESCRIPTION:

From Feet	To Feet	Rock Type Or Description	Formation	Water Bearing? (Yes or no)
Surface	1	Top soil		
1	27	Brown clay w/ shale		
27	33	Brown sand		
33	38	Brown clay		
38	78	Gray clay w/ coal str.		
78	83	Sand		
83	109	Clay		
109	117	Sandy clay		
117	215	Clay		
215	259	Sand		
259	268	Clay		
268	287	Coal		
287	418	Clay		
418	487	Sand		yes
487	490	Clay		

14. DOES A GEOPHYSICAL LOG ACCOMPANY THIS FORM? ☐ Yes ☒ No

15. QUALITY OF WATER INFORMATION

Does a chemical and/or bacteriological water quality analysis accompany this form? ☐ Yes ☒ No

It is recommended that chemical and bacteriologic water quality analyses be performed and that the report(s) be filed with the records of this well. (Contact Department of Agriculture, Analytical Lab Services, Laramie, 742-2984.)

If not, do you consider the quality of water as ☐ Good ☐ Acceptable ☐ Poor ☐ Unusable

REMARKS _____

Under penalties of perjury, I declare that I have examined this form and to the best of my knowledge and belief it is true, correct, and complete.

Suzanne Ruby
Signature of Owner or Authorized Agent

Aug. 14, 2009
Date

FOR STATE ENGINEER'S USE ONLY

Permit No. U.W. 189924

Date of Receipt _____

Date of Priority 3/11/2009

Date of Approval _____, 20____

for State Engineer

[Print](#)**Permit Summary****Instrument: WELLS AND SPRINGS**

Facility Name:	WIRFEL #1	Water Right Status:	COMPLETE
Application Number:	UW5-1661	Date Accepted for Processing:	03/12/2009
Temporary File Number:	41-6-382W	Priority Date:	03/11/2009
Permit Number:	P189924.0W	Division:	2
Proof Number:		District:	10
Docket Number:		SC Original Expiration Date:	12/31/2010
Order Number:		SC Extended Expiration Date:	
Certificate Record Number:		SC Actual Date:	08/03/2009
Auto Cancellation Date:		BU Original Expiration Date:	12/31/2010
Extended Auto Cancellation Date:		BU Extended Expiration Date:	
Last Modified By:	s1n9e7e1ch	BU Actual Date:	
Created By:	RYAN ANDERSON	Last Modified Date:	12/06/2012

General Info

Type Of Diversion	Supply Type	Special Cases
Well, Production Well		
Appropriation Amount :	20.000 GPM	
Prefix	Water Right Number	Suffix

Appropriator(s)

Appropriator	Last Name	First Name	Company	City	State
Applicant	WIRFEL	RANDOLPH		GILLETTE	Wyoming

Beneficial Uses

Beneficial Uses: Domestic-- Ground Water(1)

Water Right POD

Principal Meridian	Township	Range	Section	Quarter	Qtr-Qtr	SurveyType	Number	Primary POD
06	049N	073W	15	NE	NWNE	Lot	2	Y

Water Right POU

Principal Meridian	Township	Range	Section	Quarter	Q-Q	WR Status	Acres	Use	Sub Use	Supply Type
--------------------	----------	-------	---------	---------	-----	-----------	-------	-----	---------	-------------

06	049N	073W	15	NE	NWNE	0.000	Domestic-- Ground Water	ORIGINAL
----	------	------	----	----	------	-------	-------------------------	----------

1

Supply Type	Acres
Original	0.000
Total acres irrigated:	0.000

Construction

Diversion Type	Construction Type	Construction Description	Total Depth (feet)	Casing Height (feet)	static water level (feet)
GW	Drl	ROTARY MUD	490.00	2.00	390.00

Pump/Flow

Manufacture Name	Horse Power (Hp)	Pump Setting (feet)	Pumped Amount (gpm)	Total Volumetric Quantity	Total Volumetric Quantity (Units)	Artesian Flow (gpm)
STA-RITE	3	440	20	1	acre-feet	0

Well Log/Water Quality

Total Depth (feet)	Well Diameter (inches)	WaterBearing Formation (feet)	WaterBearing Formation Top (feet)	WaterBearing Formation Bottom (feet)	Water Quality
490.00	5.00		418.00	487.00	

Comments**Documents**

Document Type	Document Name	Document Date	Document Created by	Document Uploaded by	Uploaded Date	View
 Application						
Application	41-6-382	3/23/2009	D Castle	cverpl	3/23/2009 10:09:05 AM	
 Letter						
Letter	Well Location	4/15/2009	LINN, CYNDEE	littlewyo	4/15/2009 9:01:19 AM	
 Notice						
Notice	Statement_Of_Completion_P189924.0W_001.pdf	1/8/2015	Imaging	epermitsu	1/8/2015 12:30:49 PM	
 Permit						
Permit	P189924.0W_001.pdf	1/8/2015	Imaging	epermitsu	1/8/2015 4:56:38 PM	
Permit	Permit Document	11/12/2009	ePermitSU	littlewyo	11/12/2009 11:03:24 AM	

Remarks

Remark Notes

Remarks Response

Please describe any unusual circumstance in the Remarks section.

Appropriation for Ground Water

Appropriation Amount (GPM) 20.00

Related Transactions

Instrument Type	Instrument Name	Instrument Code	WR Number Type	WR Number
Application	Wells and Springs	UW5	Permit	P189924.0W
Notice	Statement of Completion and Description of Well or Spring	UW6	Permit	P189924.0W

APPENDIX E

ANALYTICAL SUMMARY REPORT By ENERGY LABORATORIES



ANALYTICAL SUMMARY REPORT

October 11, 2021

Randy Wirfel

Work Order: G21090466

Project Name: 215 Overbrook Rd.

Energy Laboratories Inc. Gillette WY received the following 1 sample for Randy Wirfel on 9/29/2021 for analysis.

Lab ID	Client Sample ID	Collect Date	Receive Date	Matrix	Test
G21090466-001	Hydrant	09/29/21 14:15	09/29/21	Drinking Water	Metals by ICP/ICPMS, Drinking Water Alkalinity Anion - Cation Balance Bacteria, SDWA Conductivity Hardness Hardness, grains/gallon Anions by Ion Chromatography Langelier Index Livestock Suitability; Irrigation Classification Metals pH check by the Laboratory FIRST Nitrogen, Nitrate + Nitrite pH Drinking Water Metals Digestion by EPA 200.2 Sodium Adsorption Ratio Solids, Total Dissolved - Calculated

The analyses presented in this report were performed by Energy Laboratories, Inc., 400 W. Boxelder Rd., Gillette, WY 82718, unless otherwise noted. Any exceptions or problems with the analyses are noted in the report package. Any issues encountered during sample receipt are documented in the Work Order Receipt Checklist.

The results as reported relate only to the item(s) submitted for testing. This report shall be used or copied only in its entirety. Energy Laboratories, Inc. is not responsible for the consequences arising from the use of a partial report.

If you have any questions regarding these tests results, please contact your Project Manager.

Report Approved By:


Wyoming Regional Director

Digitally signed by
Terry Friedlan
Date: 2021.10.11 17:45:31 -06:00



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Gillette, WY 866.686.7175 • Helena, MT 877.472.0711

CLIENT: Randy Wirfel
Project: 215 Overbrook Rd.
Work Order: G21090466

Report Date: 10/11/21

CASE NARRATIVE

Tests associated with analyst identified as ELI-B were subcontracted to Energy Laboratories, 1120 S. 27th St., Billings, MT, EPA Number MT00005.

Tests associated with analyst identified as ELI-CA were subcontracted to Energy Laboratories, 2393 Salt Creek Hwy., Casper, WY, EPA Number WY00002.

Understanding Your Test Results

Example Test Result

LABORATORY ANALYTICAL REPORT

MCL/

Analyses	Result	Units	Qual	RL	QCL	Method	Analysis Date / By
INORGANICS							
Alkalinity, Total as CaCO ₃	254	mg/L		1		A2320 B	03/21/06 17:40 / qed
Chloride	27	mg/L		1		E300.0	03/22/06 19:13 / qed
Sulfate	318	mg/L		1		E300.0	03/22/06 19:13 / qed
Fluoride	1.0	mg/L		0.1		E300.0	03/22/06 19:13 / qed
Nitrogen, Nitrate+Nitrite as N	0.24	mg/L		0.05		E300.0	03/22/06 19:13 / qed

The following interpretation is based on public drinking water system standards. These standards only apply to public water systems but the health implications are the same for private well water users.

Definitions:

ND stands for no detection meaning the parameter was not detected in the sample
ppm (parts per million) is often used interchangeably with **mg/L** (milligrams per liter)
RL (reporting limit) is basically the smallest concentration a test can detect
MCL (maximum contaminant level) is a USEPA drinking water standard

Parameter Name	Possible Results	Quick Interp.	Warnings and Suggestions
Alkalinity (Total as CaCO₃) The ability of water to compensate for changes in pH. Higher alkalinity means water is less likely to experience big changes in acidity.	ND or less than 100 (mg/L)	Corrosion Potential	As alkalinity decreases below 100, if pH is lower than 6.5 there is increased potential for corrosion of pipes releasing metals into the water.
	100 to 200 (mg/L)	Satisfactory	Sufficient buffer potential to resist changes in pH and generally not significant scaling in pipes.
	200 or more (mg/L)	Scaling Potential	Possible scaling in pipes and water heaters.
Aluminum A naturally occurring metal generally found in concentrations between 0.01 and 0.3 mg/L in groundwater. The EPA secondary standard for aluminum is 0.050 to 0.2 mg/L because high concentrations can cause coloring of water.	ND or less than 0.05 (mg/L)	Satisfactory	No action necessary.
	0.05 or more (mg/L)	Objectionable	Standard based on aesthetics not health; if water discoloration is troublesome, consider treatment.
Antimony Antimony is not commonly found in nature; sources of contamination include petroleum refinery discharge, fire retardants, ceramics, electronics and solder.	ND or less than 0.006 (mg/L)	Satisfactory	Result generally shouldn't change dramatically through time, consider retesting next year if result is 0.005 or more.
	0.006 or more (mg/L)	Unsatisfactory	Health risk exists; consider water treatment and/or alternative sources; see fact sheet for more information
Arsenic Groundwater contamination can happen from mining, pesticides and wood preservatives; contamination can also occur naturally.	ND	Satisfactory	Retesting not necessary unless a change is suspected.
	0 to 0.010 (mg/L)	Satisfactory	Ideally, drinking water should contain no detectable arsenic; consider retesting next year if result is 0.008 mg/L or more.
	0.010 or more (mg/L)	Unsatisfactory	Health risk exists; consider water treatment and/or alternative drinking water sources; see fact sheet for more information.

Parameter Name	Possible Results	Quick Interp.	Warnings and Suggestions
Barium Found abundantly in nature and is used in the production of many household items; it can enter drinking water through industrial discharge and natural erosion.	ND or less than 2 (mg/L)	Satisfactory	Result generally shouldn't change dramatically through time, consider retesting next year if result is 1.6 mg/L or more.
	2 or more (mg/L)	Unsatisfactory	Health risk exists; consider water treatment and/or alternative drinking water sources; see fact sheet for more information.
Beryllium A naturally occurring metal used in metal refining; coal combustion; and electrical, aerospace and defense industries.	ND or less than 0.004 (mg/L)	Satisfactory	Result generally shouldn't change dramatically through time, consider retesting next year if result is 0.003 mg/L or more.
	0.004 or more (mg/L)	Unsatisfactory	Health risk exists; consider water treatment and/or alternative sources; see fact sheet for more information.
Bicarbonate as HCO₃ Bicarbonate is the principle alkaline constituent in drinking water. See alkalinity.	Any Value	Satisfactory (depending on alkalinity)	Bicarbonate does not pose a health risk; bicarbonate and carbonate are closely related to alkalinity.
Cadmium A metallic element that can enter drinking water through corrosion of pipes, erosion of natural deposits, metal refining and runoff from waste batteries and paints.	ND or less than 0.005 (mg/L)	Satisfactory	Result generally shouldn't change dramatically through time, consider retesting next year if result is 0.004 mg/L or more.
	0.005 or more (mg/L)	Unsatisfactory	Health risk exists; consider water treatment and/or alternative sources; see fact sheet for more information.
Calcium A naturally occurring metal essential in the human diet and common in groundwater with concentrations ranging from zero up to several hundred mg/L. A major contributor to the hardness of water which can cause scaling problems in pipes and hot water heaters.	Any Value	Satisfactory (depending on hardness)	Calcium does not pose a health risk; calcium and magnesium together make up the hardness; see hardness.
Carbonate as CO₃ Mineral found in groundwater. See alkalinity.	Any Value	Satisfactory (depending on alkalinity)	Carbonate does not pose a health risk; carbonate and bicarbonate are closely related to alkalinity; see alkalinity.
Chloride A common natural salt in groundwater. The EPA secondary standard for chloride is 250 mg/L; higher concentrations can cause a salty taste.	ND or less than 250 (mg/L)	Satisfactory	No action necessary.
	250 or more (mg/L)	Objectionable	Standard based on aesthetics not health; if salty taste is troublesome, consider treatment.

Parameter Name	Possible Results	Quick Interp.	Warnings and Suggestions
Chromium A metallic element commonly found in nature; contamination of ground-water can happen through discharge from leather tanning, steel and pulp mills or erosion of natural deposits.	ND or less than 0.10 (mg/L)	Satisfactory	Result generally shouldn't change dramatically through time, consider retesting next year if result is 0.08 mg/L or more.
	0.10 or more (mg/L)	Unsatisfactory	Health risk exists; consider water treatment and/or alternative sources; see fact sheet for more information.
Coliform Bacteria (Total) A type of bacteria which should not be present in groundwater; indicates potential contamination.	Absent	Satisfactory	Continue testing annually to monitor for contamination.
	Present	Objectionable	No direct health threat, but coliforms should not be present in groundwater; see fact sheet for more information.
Coliform Bacteria (<i>E. coli</i>) A type of bacteria found in feces of warm blooded animals which indicates fecal pollution. If <i>E. coli</i> is present in a sample, the water is unsafe to drink without treatment.	Absent	Satisfactory	Continue testing annually to monitor for contamination.
	Present	Unsatisfactory	Direct health threat; treat water for drinking and cooking; see fact sheet for more information.
Conductivity A measure of how easily electric current will pass through a water sample. This measurement is related to and often used to estimate total dissolved solids. Also used to estimate the tendency of water to corrode metal.	Any Value	Satisfactory	Conductivity does not pose a health risk; it is related to total dissolved solids and is used in calculating the corrosivity.
Corrosivity (Langelier Index) Corrosive water can mobilize metals (especially lead and copper) from pipes into drinking water and can eventually cause leaks in plumbing. While not a perfect tool, the Langelier Index is a useful guide for assessing the corrosive ability of water.	Less than -2.5	High Corrosion Potential	Corrosive water can leach metals from minerals in the earth or from pipes and fixtures; treatment and/or testing for metals is recommended.
	-2.5 to -0.5	Moderate Corrosion Potential	Corrosive water can leach metals from minerals in the earth or from pipes and fixtures; Consider treatment and/or testing for metals.
	-0.5 to 0.5	Satisfactory	Ideal range to minimize corrosion and scaling.
	0.5 to 2.5	Moderate Scaling Potential	Moderate potential for scaling in pipes and hot water heaters; consider treatment.
	More than 2.5	High Scaling Potential	High potential for scaling in pipes and hot water heaters; consider treatment.
Copper Potential health risks; copper is a metallic element that is rarely found in groundwater, but can be introduced into drinking water by corrosion of pipes.	ND or less than 1.3 (mg/L)	Satisfactory	Pipe corrosion is a common copper source; if water is corrosive, copper concentration could change through time; consider retesting next year if result is 1.0 mg/L or more. See fact sheet for more information.
	1.3 or more (mg/L)	Unsatisfactory	Health risk exists; consider water treatment and/or alternative drinking water sources; see fact sheet for more information.

Parameter Name	Possible Results	Quick Interp.	Warnings and Suggestions
Fluoride A naturally occurring nonmetal which promotes dental health at concentrations between 0.7 and 1.5 mg/L, but can cause health problems at high concentrations.	ND or less than 0.7 (mg/L)	Satisfactory	Concentrations below 0.7 mg/L are out of the ideal range for protection of tooth enamel.
	0.7 to 1.5 (mg/L)	Satisfactory	Ideal range for development and protection of tooth enamel.
	1.5 to 2.0 (mg/L)	Satisfactory	Concentrations above 1.5 mg/L are out of the ideal range for protection of tooth enamel.
	2.0 to 4.0 (mg/L)	Objectionable	Dental fluorosis or brownish discoloration of teeth can occur; a report by the National Research Council suggests possible health effects at concentrations in this range.
	4.0 or more (mg/L)	Unsatisfactory	Health risk exists; consider water treatment and/or alternative sources; see fact sheet for more information.
Hardness (as CaCO₃) Primarily caused by compounds of calcium and magnesium in water and can result in scaling in pipes/water heaters; it also decreases the lather and effectiveness of soaps and detergents.	ND or less than 60 (mg/L)	Corrosion Potential	Softer water can be more corrosive; see corrosivity.
	61 to 120 (mg/L)	Satisfactory	Generally a satisfactory intermediate between corrosion and scaling; see corrosivity.
	121 or more (mg/L)	Scaling Potential	Harder water can cause scaling in pipes and hot water heaters; if scaling is troublesome, consider softening.
Iron (Total) Iron is a metallic element found in nature. Aesthetic problems such as staining of clothes and pipes, as well as sediment problems in plumbing are associated with iron.	ND or less than 0.3 (mg/L)	Satisfactory	No action is necessary
	0.3 or more (mg/L)	Objectionable	High iron can cause discoloration of fixtures and/or clothing and can support iron bacteria growth leading to taste and odor problems; if troublesome, consider treatment.
Lead A metallic element that often enters drinking water through corrosion of pipes.	ND	Satisfactory	If water is corrosive, lead concentration could change through time; see corrosivity.
	0 to 0.015 (mg/L)	Satisfactory	Pipe corrosion is a common lead source; if water is corrosive, lead concentration could increase; consider retesting next year if result is 0.012 mg/L or more; see fact sheet for more information.
	0.015 or more (mg/L)	Unsatisfactory	Health risk exists; consider water treatment and/or alternative drinking water sources; see fact sheet for more information.
Magnesium A naturally occurring metal important in human diet and common in groundwater; with calcium, magnesium is a major contributor to the hardness of water.	Any Value	Satisfactory (depending on hardness)	Magnesium does not pose a health risk; calcium and magnesium together make up the hardness; hard water can cause scaling in pipes; see hardness.
Manganese A naturally occurring metal important in the human diet; the EPA secondary standard for manganese is 0.05 mg/L; high concentrations can cause black to brown color, black staining, and a bitter taste.	ND or less than 0.05 (mg/L)	Satisfactory	No action necessary.
	0.010 or more (mg/L)	Objectionable	Standard based on aesthetics not health; if black/brown staining or bitter taste is troublesome, consider treatment.

Parameter Name	Possible Results	Quick Interp.	Warnings and Suggestions
Mercury A metallic element; sources of contamination of drinking water include erosion of natural deposits, discharge from refineries and factories and runoff from landfills and croplands.	ND or less than 0.002 (mg/L)	Satisfactory	Result generally shouldn't change dramatically through time, consider retesting next year if result is 0.0016 mg/L or more.
	0.002 or more (mg/L)	Unsatisfactory	Health risk exists; consider water treatment and/or alternative sources; see fact sheet for more information.
Nitrate + Nitrite as N or Nitrate as N Can occur naturally, from septic tanks/wastewater treatment, or from agricultural practices and causes oxygen deficiency in infants under 6 months of age; nitrate moves easily in groundwater so increasing nitrate levels can be an early warning that other contaminants are moving toward a well.	ND or less than 1 (mg/L)	Satisfactory	Continue testing annually to monitor for contamination.
	1 to 4 (mg/L)	Possible Impairment	Potential pollution exists; continue testing annually to monitor for changes.
	4 to 10 (mg/L)	Above Normal Natural Levels	Above normal levels; possible contamination; continue monitoring annually for changes; Monitor more regularly if infants under the age of 1 year are consuming the water.
	10 or more (mg/L)	Unsatisfactory	Health risk exists, discontinue use of water for infants under 1 year of age and persons with cardiovascular conditions; see fact sheet for more information.
pH The measure of acidity of water; pH is related to the ability of water to corrode pipes and release metals into water.	6.5 to 8.5	Satisfactory	pH of groundwater does not generally change rapidly so retesting is not necessary unless a change is suspected.
	Less than 6.5 or More than 8.5	Objectionable	pH slightly out of the ideal range is not a direct health threat but can affect corrosivity which can leach metals from minerals in the earth or from pipes; consider a corrosivity test.
Potassium A common salt in groundwater-essential in the human diet; concentrations are typically less than 10 mg/L.	Any Value	Satisfactory	Tap water concentrations generally range from 0.5 to 8 mg/l; no action is necessary .
Selenium A non-metallic element found in sedimentary rocks; sources of contamination include: discharge from petroleum refineries, erosion of natural deposits, and discharge from mines.	ND or less than 0.05 (mg/L)	Satisfactory	Result generally shouldn't change dramatically through time, consider retesting next year if result is 0.04 mg/L or more.
	0.05 or more (mg/L)	Unsatisfactory	Health risk exists; consider water treatment and/or alternative sources; see fact sheet for more information.
Sodium A common salt in groundwater which can impart a salty taste at concentrations over 250 mg/L; sodium can contribute to hypertension and high levels in drinking water should be noted by people on low sodium diets.	Any Value	Satisfactory	Sodium in drinking water supplies can range from 0.4 to 1,900 mg/l; sodium intake in drinking water should be considered by people on low sodium diets in association with reducing risk of cardiovascular disease.

Parameter Name	Possible Results	Quick Interp.	Warnings and Suggestions
Sodium Adsorption Ratio (SAR) SAR is the amount of sodium relative to calcium and magnesium in the water; high SAR can damage soil and reduce crop productivity.	Any Value	Depends on conductivity and soil type	SAR is not relevant for drinking water, but irrigation water with an SAR value above 6 can pose a risk to physical soil characteristics; SAR risk is evaluated based on its relationship to conductivity and the texture of the soil being irrigated; see fact sheet for more information.
Sulfate A common salt in groundwater which can impart a salty taste; high quantities can cause gastrointestinal distress in people unaccustomed to the water.	ND or less than 250 (mg/L)	Satisfactory	No action necessary.
	250 or more (mg/L)	Objectionable	Standard based on aesthetics not health; if salty taste is troublesome, consider treatment.
Thallium A metallic element; sources of contamination include: leaching from ore-processing sites, discharge from electronics, glass and drug factories.	ND (mg/L)	Satisfactory	No action necessary.
	0.001 to 0.002 (mg/L)	Satisfactory	Ideally, drinking water should contain less than 0.001 mg/l of thallium; consider retesting next year if result is 0.001 mg/L.
	0.002 or more (mg/L)	Unsatisfactory	Health risk exists; consider water treatment and/or alternative sources; see fact sheet for more information.
Total Dissolved Solids TDS is the sum of all minerals, metals and salts dissolved in water; high quantities can cause gastrointestinal distress in people unaccustomed to the water.	ND or less than 500 (mg/L)	Satisfactory	Total Dissolved Solids should not change significantly through time; retest if a change is suspected.
	500 or more (mg/L)	Objectionable	High total dissolved solids do not generally pose a serious health risk but can cause water to be colored, taste poor, stain, and cause diarrhea in people not accustomed to the water.
Uranium A naturally occurring metal that can be ingested through the air, water and plants. The EPA primary standard is 30 µg/L. Water can be contaminated from natural processes, mining, coal combustion, nuclear power plants and phosphate fertilizers.	ND or less than 30 (µg/L)	Satisfactory	Ideally, drinking water should not contain any uranium.; consider retesting next year if value is greater than 24 µg/L.
	30 or more (µg/L)	Unsatisfactory	Health risk exists; consider water treatment or alternative drinking water sources; see fact sheet for more information.
Zinc A naturally occurring metal essential to the human diet; the EPA secondary standard for zinc is 5 mg/L; high concentrations can cause a metallic taste.	ND or less than 5 (mg/L)	Satisfactory	No action necessary.
	5 or more (mg/L)	Objectionable	Standard based on aesthetics not health; if metallic taste is troublesome; consider treatment.

Corrosivity

What is Corrosivity?

Corrosivity is a measure of how aggressive water is at corroding pipes and fixtures. Corrosive water can mobilize lead and copper from pipes into drinking water and can eventually cause leaks in plumbing.

Corrosive potential of water is increased by:

- **pH** (lower than 6.5 or higher than 8.5)
- **water flow rate** (faster flow)
- **water temperature** (higher temp)
- **dissolved gases** (more dissolved gas)
- **conductivity** (higher conductivity)
- **dissolved solids** (high dissolved solids)
- **certain bacteria** (more bacteria)
- **suspended solids** (more sediment)
- **chlorine** (more chlorine)

Determining Corrosivity

One common index of corrosivity is the Langelier Index (LI). The LI is calculated using pH, temperature, total dissolved solids, alkalinity, and total hardness. The LI is a measure of the balance between pH and calcium carbonate (CaCO_3). As the LI value becomes more negative, the water is increasingly under-saturated with CaCO_3 and therefore has increased corrosion potential. As the LI value becomes more positive, the water is increasingly over-saturated with CaCO_3 . Over-saturation results in CaCO_3 precipitation which can coat and protect pipes from corrosion but can cause scaling in pipes, hot water heaters, and fixtures. While not a perfect analytical tool, the LI serves as a useful guide for assessing corrosive ability of well water.

<u>Langelier Index</u>	<u>Description</u>	<u>General Recommendation</u>
-4	Severe Corrosion	Treatment Recommended/Consider Lead/Copper Test
-3	Moderate Corrosion	Treatment Recommended/Consider Lead/Copper Test
-2	Moderate Corrosion	Treatment May Be Needed/Consider Lead/Copper Test
-1	Mild Corrosion	Treatment May Be Needed/Consider Lead/Copper Test
-0.5	None-Mild Corrosion	Probably No Treatment
0	Near Balanced	No Treatment
0.5	Some Faint Coating	Probably No Treatment
1	Mild Scale Coating	Treatment May Be Needed
2	Mild to Moderate Coating	Treatment May Be Needed
3	Moderate Scale Forming	Treatment Advisable
4	Severe Scale Forming	Treatment Advisable

Adapted from Wilkes University Center For Environmental Quality;
 Corrosion, Saturation Index, Balanced Water in Drinking Water Systems

Controlling Corrosion

Corrosiveness may be increased by installing water softeners, aeration devices, increasing hot water temperatures, chlorinating water or improper matching of metal pipes. Corrosion control options include pretreatment systems, installation of non-conductive unions, reducing hot water temperature, and replacing metal piping with CPVC. Pretreatment systems include neutralizing tank filters and caustic liquid treatment. These systems change the pH, hardness, and/or alkalinity to achieve a less corrosive water chemistry.

Additional Resources:

Corrosion ... in Drinking Water Systems; Wilkes University Center for Environmental Quality

<http://www.water-research.net/corrosion.htm>

Lead and Copper Fact Sheet; MSU Extension Water Quality

<http://waterquality.montana.edu/docs/homeowners.shtml> (listed under "Drinking Water")

Household Drinking Water Protection and Treatment; MSU Extension Service

<http://waterquality.montana.edu/docs/homeowners.shtml> (listed under "Drinking Water")

Northern Plains and Mountains Regional Water Program– Drinking Water Initiative

<http://region8water.colostate.edu/regional/DrinkingWater/slideshow/projects.shtml>



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Gillette, WY 866.686.7175 • Helena, MT 877.472.0711

LABORATORY ANALYTICAL REPORT

Prepared by Gillette, WY Branch

Client: Randy Wirfel
Project: 215 Overbrook Rd.
Client Sample ID: Hydrant
Sampled By: Randy Wirfel
Lab ID: G21090466-001D

Report Date: 10/11/21
Collection Date: 09/29/21 14:15
Received Date: 09/29/21 14:38
Matrix: Drinking Water

Analyses	Result	Units	Safe/Unsafe	Qualifier	Method	Analysis Date / By
BACTERIA						
Bacteria, Total Coliform	Absent	per 100ml	SAFE		A9223 B	09/29/21 16:51 / blb
Bacteria, E-Coli Coliform	Absent	per 100ml			A9223 B	09/29/21 16:51 / blb

Comments: The notation "SAFE" indicates that the water was bacteriologically SAFE when sampled.

The notation "UNSAFE" indicates that the water was bacteriologically UNSAFE when sampled.

Qualifiers:



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Gillette, WY 866.686.7175 • Helena, MT 877.472.0711

LABORATORY ANALYTICAL REPORT

Prepared by Gillette, WY Branch

Client: Randy Wirfel
Project: 215 Overbrook Rd.
Lab ID: G21090466-001
Client Sample ID: Hydrant

Report Date: 10/11/21
Collection Date: 09/29/21 14:15
Date Received: 09/29/21
Matrix: Drinking Water

Analyses	Result	Units	Qualifiers	RL	MCL/ QCL	Method	Analysis Date / By
MAJOR IONS							
Alkalinity, Total as CaCO ₃	206	mg/L		5		A2320 B	10/05/21 18:45 / blb
Bicarbonate as HCO ₃	252	mg/L		5		A2320 B	10/05/21 18:45 / blb
Carbonate as CO ₃	ND	mg/L		5		A2320 B	10/05/21 18:45 / blb
Chloride	9	mg/L		1		E300.0	10/05/21 20:57 / blb
Fluoride	0.5	mg/L	D	0.2	4	E300.0	10/05/21 20:57 / blb
Sulfate	288	mg/L		1		E300.0	10/05/21 20:57 / blb
Calcium	36	mg/L		1		E200.7	10/07/21 19:13 / eli-b
Iron	0.08	mg/L		0.05		E200.7	10/07/21 19:13 / eli-b
Magnesium	12	mg/L		1		E200.7	10/07/21 19:13 / eli-b
Potassium	3	mg/L		1		E200.7	10/07/21 19:13 / eli-b
Sodium	176	mg/L		1		E200.7	10/07/21 19:13 / eli-b
PHYSICAL PROPERTIES							
Conductivity @ 25 C	1010	umhos/cm		10		A2510 B	09/29/21 17:37 / blb
Hardness as CaCO ₃	140	mg/L				A2340 B	10/07/21 19:13 / tlf
Hardness as CaCO ₃ - Grains	8.2	grains/gal		0.1		A2340 B	10/07/21 19:13 / tlf
Sodium Adsorption Ratio (SAR)	6.4	unitless				Calculation	10/07/21 19:13 / tlf
Solids, Total Dissolved - Calculated	660	mg/L		1		A1030 E	10/08/21 13:10 / tlf
NON-METALS							
pH	7.6	s.u.	H	0.1		A4500-H B	09/29/21 17:37 / blb
pH Measurement Temp	20.0	°C	H			A4500-H B	09/29/21 17:37 / blb
NUTRIENTS							
Nitrogen, Nitrate+Nitrite as N	ND	mg/L		0.01	10	E353.2	10/05/21 13:35 / eli-ca
LANGELIER INDEX							
Langelier Index	-0.05					A2330 B	10/08/21 13:10 / tlf
DATA QUALITY							
A/C Balance	0.65	%				A1030 E	10/08/21 13:10 / tlf
Anions	10.4	meq/L				A1030 E	10/08/21 13:10 / tlf
Cations	10.5	meq/L				A1030 E	10/08/21 13:10 / tlf

Report Definitions:
 RL - Analyte Reporting Limit
 QCL - Quality Control Limit
 D - Reporting Limit (RL) increased due to sample matrix

MCL - Maximum Contaminant Level
 ND - Not detected at the Reporting Limit (RL)
 H - Analysis performed past the method holding time



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Billings, MT 800.735.4489 • Casper, WY 888.235.0515
Gillette, WY 866.686.7175 • Helena, MT 877.472.0711

Work Order Receipt Checklist

Randy Wirfel

G21090466

Login completed by: Tammi L. Hitt

Date Received: 9/29/2021

Reviewed by: Misty Stephens

Received by: mas

Reviewed Date: 10/1/2021

Carrier name: Hand Del

Shipping container/cooler in good condition?	Yes ☒	No ☐	Not Present ☐
Custody seals intact on all shipping container(s)/cooler(s)?	Yes ☐	No ☐	Not Present ☒
Custody seals intact on all sample bottles?	Yes ☐	No ☐	Not Present ☒
Chain of custody present?	Yes ☒	No ☐	
Chain of custody signed when relinquished and received?	Yes ☒	No ☐	
Chain of custody agrees with sample labels?	Yes ☒	No ☐	
Samples in proper container/bottle?	Yes ☒	No ☐	
Sample containers intact?	Yes ☒	No ☐	
Sufficient sample volume for indicated test?	Yes ☒	No ☐	
All samples received within holding time? (Exclude analyses that are considered field parameters such as pH, DO, Res Cl, Sulfite, Ferrous Iron, etc.)	Yes ☒	No ☐	
Temp Blank received in all shipping container(s)/cooler(s)?	Yes ☒	No ☐	Not Applicable ☐
Container/Temp Blank temperature:	15.0°C From Field		
Containers requiring zero headspace have no headspace or bubble that is <6mm (1/4").	Yes ☐	No ☐	No VOA vials submitted ☒
Water - pH acceptable upon receipt?	Yes ☐	No ☒	Not Applicable ☐

Standard Reporting Procedures:

Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH, Dissolved Oxygen and Residual Chlorine, are qualified as being analyzed outside of recommended holding time.

Solid/soil samples are reported on a wet weight basis (as received) unless specifically indicated. If moisture corrected, data units are typically noted as –dry. For agricultural and mining soil parameters/characteristics, all samples are dried and ground prior to sample analysis.

Radiochemical precision results represent a 2-sigma Total Measurement Uncertainty.

Contact and Corrective Action Comments:

The Domestic water sample was preserved in the laboratory upon receipt. The sample for Metals was preserved to pH <2 with 2 mL of nitric acid per 250 mL and the subsample for Nitrate + Nitrite was preserved to <2 with 2 mL of sulfuric acid per 250 mL.



Sample ID: G21090466-001
Client ID: RSDNTL-TSTNG

Livestock Suitability

Based on the mineral content only, the water is suitable for all classes of livestock.

Irrigation Classification

Salinity Hazard	C3	High-Salinity Water:	cannot be used on soils with restricted drainage. Even with adequate drainage, special management for salinity control may be required and plants with good salt tolerance should be selected.
Sodium (Alkali) Hazard	S2	Medium-Sodium Water:	will present an appreciable sodium hazard in fine-textured soils having high cation-exchange-capacity, especially under low-leaching conditions, unless gypsum is present in the soil. This water may be used on coarse-textured or organic soils with good permeability.



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Domestic plus Bacteria

Chain-of-Custody

The cost of analysis is \$167.00 per sample.

The laboratory must receive the sample within 30 hours of sampling.

The laboratory prefers to receive all bacteria samples before 4:30 Monday-Thursday of each week.

Samples received on Friday are subject to additional weekend fees.

The laboratory will be closed on all major holidays and will not accept bacteria samples one day before any major holiday.

The turnaround time is 7 business days.

Account Information	Report Address (leave blank if same as Account Information)
Company/Name: <u>Randy Wirfel</u>	Company/Name:
Contact: <u>Wirfel</u>	Contact:
Phone: <u>307-299-8005</u>	Phone:
Mailing Address: <u>215 Overbrook Road</u>	Mailing Address:
City, State, Zip: <u>Gillette WY 82718</u>	City, State, Zip:
Email:	Email:
How would you like to receive the report: ☐ Hard Copy ☐ Email	How would you like to receive the report: ☐ Hard Copy ☐ Email

Physical Address	Source / Site (Well, Cistern, Kitchen Sink, Direct, etc.)	Collection Date	Collection Time
<u>215 Overbrook Road</u>	<u>hydrant</u>	<u>9-29-21</u>	<u>2:15</u>

Sampler Name (Printed): _____ Company (if applicable): _____

Sampler Signature: _____

I hereby acknowledge that this sample was collected at the above location, date and time.

Custody Record MUST be Signed	Relinquished by Signature: <u>Randy Wirfel</u>	Date/Time: <u>9-29-21</u>	Received by Signature: <u>[Signature]</u>	Date/Time: <u>9/29/21 1438</u>
	Relinquished by Signature: _____	Date/Time: <u>2:38</u>	Received by Laboratory Signature: _____	Date/Time: _____
Shipped by: <u>Hand</u>	Custody Seals: Y N C B Intact: <u>Y N</u>	Receipt Temp: <u>15.0</u>	Temp Blank: <u>Y N</u>	On Ice: <u>Y N</u>
Payment Type (circle one) CC CASH CHK <u>1820</u>		Amount: \$ <u>167</u>	Receipt Number: _____ (Applicable to Cash & Check Payments)	
ELI Laboratory ID: <u>621090466</u>				

PAID

FedEx Ground Pick-Up Manifest

Energy Laboratories, Inc.
400 W Boxelder Rd
337443222
Gillette, WY 82718

Shipper:0006154255

83
10/11/2021

Page 1

Tracking #	COD Amount	Decl.Val. (If>\$100)	Oversize I	Oversize II	Oversize III	Add'l Handling	A.O.D.	Residential
983126822011	0.0000	0.0000						
983126822000	0.0000	0.0000						
983126821997	0.0000	0.0000						
983126821975	0.0000	0.0000						
983126821964	0.0000	0.0000						
983126821953	0.0000	0.0000						
983126821942	0.0000	0.0000						
983126821931	0.0000	0.0000						
Total Packages:	0	0	0	0	0	0	0	0

1. THE LIABILITY OF FEDEX GROUND IS LIMITED TO THE SUM OF \$100.00 PER PACKAGE, UNLESS A HIGHER VALUE IS DECLARED BY A SHIPPER AND AN ADDITIONAL CHARGE IS PAID AT THE RATE SET FORTH IN THE CURRENT FEDEX GROUND RATE SCHEDULE AND TARIFF PER EACH \$100.00 OF ADDITIONAL VALUE, OR FRACTION THEREOF. CLAIMS NOT MADE TO FEDEX GROUND WITHIN 9 MONTHS OF THE SCHEDULED DELIVERY DATE ARE WAIVED.
2. THE ENTRY OF A.C.O.D AMOUNT IS NOT A DECLARATION OF VALUE.
3. IN NO EVENT SHALL FEDEX GROUND BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR INCOME, WHETHER OR NOT FEDEX GROUND HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

This section to be completed by Driver	
Total Ground Pkgs:	Core Zone:
Total Air Pkgs:	Pickup Time:
Driver Number:	
Driver Signature:	

	Ground	GNT
Preprinted Bar Codes Used:	0	0
Voids:	0	0
Total packages:	8	0
Total International packages:	0	

This section to be completed for spotted trailers	
Shipper load?	Trailer #:

Pickup #:069

CAFE3506

November 10, 2021

Campbell County Planning
500 S Gillette Avenue,
Gillette, Wyoming 82716

RE: Ludog Subdivision – Unimproved ROW

To whom it may concern,

In regards to the road extension requirement for connectivity purposes, my client, Randy Wirfel, feels that having to build that road out to the end of his property for connectivity purposes is a hardship and unfeasible at this moment in time. The existing topography and lack of knowledge of how the adjacent lands are going to be utilized and developed in the future does not provide adequate space to build out this road. Surrounding lands would be disturbed in the process and my client doesn't have those rights.

Thanks,



Sheila Slocum, PLS - agent

October 12, 2021

Campbell County Planning
500 S Gillette Avenue,
Gillette, Wyoming 82716

RE: Ludog Subdivision – Homeowners Association

To whom it may concern,

In regard to the Homeowners Association requirement, my client, Randy Wirfel, has been advised by his attorney to not create a Homeowners Association because there will not be enough members. Please see attached road maintenance agreement we came up with. We encourage feedback as this is something different.

Thanks,



Sheila Slocum, PLS - agent

DECLARATION OF ROAD MAINTANENCE AGREEMENT

This Declaration of Road Maintenance Agreement made this _____ day of _____, 2021, by Randolph Wirfel (hereinafter, "Declarant") of Gillette, Wyoming.

WHEREAS, Declarant owns the real property situate in Campbell County, Wyoming, and more specifically described as Ludog Subdivision Lot 1, Ludog Subdivision Lot 2 and Ludog Subdivision Lot 3.

WHEREAS, Lots 1 and 2 of Ludog Subdivision may sometimes be referred to as "Property" or "Properties;" and WHEREAS, the Declarant deems it necessary and advisable to provide and maintain a water well system and water supply to service the Properties; and

WHEREAS, it is the intention and purpose of the Declarant that the platted and constructed roadway be used by each of the Properties, for the egress and ingress of said Properties, and to assure the continuous and satisfactory operation and maintenance of the roadway for the benefit of the present and future owners, their heirs, successors and assigns of the Properties; and

WHEREAS, the Declarant intends to and hereby does impose on the Properties, and any and all subsequent owners thereof, all as set forth hereinafter;

WHEREAS, the Declarant intends and does agree that this Agreement shall benefit, burden and be appurtenant to the Properties, and any and all subsequent owners thereof, all as set forth hereinafter;

NOW THEREFORE, the Declarant hereby declares and states as follows:

1. Declarant declares that the platted/constructed roadway, shall be for the benefit and shared use of Ludog Subdivision Lots 1, 2 and 3.

5. The owners of Lots 1, 2 and 3 shall each own a one-third (1/3) interest in the as constructed roadway. All of the ownership interest and ability to use said roadway shall run with and attach to each respective Property and none of the ownership interests shall be transferrable or assignable to individuals other than owners of the Properties as previously described. Such interests shall be appurtenant to and not severable from said Properties.

6. The respective owners of the Properties shall each be obligated to contribute and pay one-third (1/3) of the costs and expenses for the use, operation, and maintenance of said roadway.

7. In the event of repairs needed with respect to the roadway, said repairs shall be discussed and agreed upon, in writing, in advance by the owners of the respective Properties. In that event, then each owner shall be responsible for its same proportionate share of costs associated with the required repairs.

13. In the event any owner finds it necessary to take legal action to enforce any rights pursuant this Agreement, it is agreed that the successful party to said action shall be entitled to recover all costs and reasonable attorney's fees from the unsuccessful party or parties.

14. The Properties subject to this Agreement shall be subject to a lien for any and all costs and expenses for or authorized by this Agreement.

15. The terms and conditions of this Agreement shall benefit, burden and be appurtenant to the Properties, and shall be binding upon and inure to the benefit of the owners thereof, their heirs, successors and permitted assigns.

17. The Parties agree to execute any and all further instruments, agreements and/or conveyances necessary to effectuate the purpose and intent of this Agreement.

18. This Agreement shall be recorded in the Office of the Campbell County Clerk.

19. This Agreement may be amended or terminated by the unanimous consent of all owners of the Properties.

DECLARANT:

RANDOLPH WIRFEL

By: _____
Randolph Wirfel, owner

Date: _____

STATE OF WYOMING)

) ss.

COUNTY OF CAMPBELL)

The foregoing Declaration of Shared Water Well Covenants and Water Well Agreement was acknowledged before me this _____ day of _____, 2021, by Randolph Wirfel, owner.

Witness my hand an official seal.

Notary Public

My Commission Expires

4.3 Variances

- (a) The applicant may request a variance from the design standards and infrastructure requirements of Section 7, Subdivision Design Standards. The Board may approve a variance when it finds that all of the following conditions are met:
 - (i) The variance will not be detrimental to the public health, safety or general welfare or injurious to other adjoining properties.
 - (ii) Due to the physical surroundings, shape or topographical conditions of the property involved, strict compliance with the regulations will impose an undue hardship on the owner. Undue hardship does not include personal or financial hardship, or any hardship that is self-imposed.
 - (iii) Any variance granted shall constitute the minimum adjustment necessary to alleviate the hardship.
 - (iv) The variance will not cause a substantial increase in public costs, now or in the future.
 - (v) The variance will not result in a subdivision that conflicts with any adopted Comprehensive Plan, Land Use Map or Zoning Regulations.
 - (vi) The variance is consistent with the surrounding community character of the area.
 - (vii) The variance is consistent with the intent and purposes of this Chapter.
- (b) All requests for variances shall be submitted in writing and will be referred to the Commission for comment and recommendations prior to any action being taken by the Board. The findings and actions of the Board with respect to each variance request shall be stated in writing in the minutes of the Board and a copy thereof provided to the Department. In granting approval, the Board may require such conditions which will ensure substantial compliance with the objectives and standards of these regulations
- (c) An application for a variance shall be submitted after the application and plat, if required, for which the variance is sought has been reviewed and acted upon by the Commission. The provisions of any variance granted by the Board shall be incorporated into the subdivision plat or relevant document.

11/9/2021

Jerril G. (Sam) Proffer
Planner and Zoning Administrator | Public Works-Planning Division
500 S. Gillette Ave., Suite 1500 | Gillette, WY 82716

Re: Opposition to Ludog Subdivision (Overbrook Rd., Gillette, Wy.)

Dear Mr. Proffer and Campbell County Commissioners:

My wife and I have lived at 122 Overbrook Rd. in Gillette, Wy for less than one year. I was fortunate to receive an early retirement package from Raytheon Technologies after a 30 + year career in Corporate Real Estate. We chose our home and property for the location, the size of lot (10 Acres), and that we were in a subdivision of other similar size and level of homes/properties.

I was very concerned when I learned of the plans for a potential new subdivision, Ludog. First, I was extremely upset because the current owner has somehow attached his property to our Overbrook Subdivision/ISD and uses our roadways without providing compensation to the ISD (every other resident in the Subdivision/ISD pays their annual fees in full). I have not been able to fully understand how this property at the end of our subdivision has the right to use our roadways without compensation to the ISD. It seems very unfair to the rest of the residents who pay their fair share. We will sort that out later. Regarding the Ludog Subdivision, I have great opposition and really would like to ask the Commissioners to give careful and detailed consideration to this request for a subdivision that is not consistent with the adjacent Overbrook Subdivision. The zoning is not consistent, the lot sizes are not consistent, and they expect to use our roadway. Adding two more properties that more than likely will not pay their fair share of the roadway maintenance fees is totally unreasonable. I am also concerned if this Developer of the Ludog Subdivision can follow all the rules and regulations for creating a Subdivision in the State of Wyoming and the County of Campbell, filing documents, water testing and capabilities, sewage systems, roadways, and all other items required under Title 18, Chapter 5, Article 3.

If this owner is compelled to subdivide, I would like to see this land divided into no more than two 10 - acre parcels, zoned Rural Suburban, and either be brought under and governed by the Overbrook Covenants or have each parcel owner required to sign an agreement to build at least a 2,500sf home with an attached two-stall garage and pay the annual Road Use fee. This will allow alignment with the adjacent Overbrook properties and will allow the County to be good stewards of proper land development in Campbell County while maximizing the County Tax Base.

Thank you for your consideration!!!

Sincerely,
Tracy & Cathy Overton
122 Overbrook Rd, Gillette, Wy 82718
319-499-8647

November 8th, 2021

Campbell County Planning Commission
500 S. Gillette Ave.
Suite 1500
Gillette, Wyoming 82716

Re: Ludog Subdivision Final Plat Opposition Letter

Planning Commission:

My name is Tyler Miller and I am representing the Overbrook Improvement and Service District (Overbrook) as the current I&SD President. There is currently a Final Plat for Ludog Subdivision being reviewed and considered by the Campbell County Planning Commission (Commission). With the participation of many neighbors, we have prepared this Opposition Letter for the proposed Ludog Subdivision Final Plat.

Following are the facts that we would like you to consider with this subdivision application:

- 1) Referring to the Campbell County Subdivision Guidelines:
 - a. Subdivision Design Standards state that the following are considerations in making a decision on subdividing lands:

SUBDIVISION DESIGN STANDARDS

- i. 7.1 Purpose and Intent (a) Campbell County is known for its natural resources, natural resource extraction and rural character. The purpose and intent of this Chapter is to balance the location and design of Subdivisions with the protection of these resources and character. It is the further purpose and intent of this section to allow the Subdivision of land while minimizing negative impacts that can occur from subdivision development and maximizing the safety of the residents in new subdivision. (b) Consistent with the Campbell County Land Use Plan, it is Campbell County's intention is to preserve existing rural development and the rural character of the County. This Chapter is intended to encourage low density, rural style developments. Furthermore, consistent with the Campbell County Land Use Plan, it is the County's intention to encourage high density, urban scale development in incorporated city and town limits, where adequate public water, sewer and roads are available.
- ii. 7.4 Lots and Blocks (b) The lot size, width, depth, shape and orientation shall be appropriate for the location of the subdivision, for the type of development and use contemplated, and for future resubdividing where appropriate.

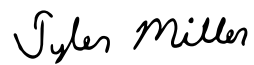
- iii. The subdivision regulations also contemplate the subdivided parcels joining our I&SD: 8.3 Associations or Districts for Subdivision Maintenance (a) An Improvement and Service District, homeowners' or landowners' association, or equivalent, shall be formed for all new Minor and Major subdivisions to provide for the maintenance of Subdivision roads and other infrastructure.
 - iv. Chapter 6 — Subdivision Regulations (Page 6-42) Section (a), Subsection (i) states: New subdivisions are encouraged to join or merge with an existing Improvement and Service District or association in an adjacent Subdivision, or a Subdivision whose roads are used for access to said Subdivision.
- 2) Attachment 1. Zoning Map – Lot Size (shown below) illustrates the size of the lots surrounding the proposed subdivision. Our subdivision was planned with lower density lots in the back. The northern portion of the subdivision are 5-acre tracts. The southern portion of the subdivision are 10-acre tracts. The land adjacent to the southern portion of Overbrook is either unzoned, 20 acre tracts or larger with low-density. The current Ludog property is 20-acres and fits with the original land use plan. However, dividing below 10 acres does not comply with the intent of the Subdivision Standards and will diminish the value of the existing properties. Our subdivision is under covenants (See Attachment 2. Overbrook Covenants) and does not allow for modular homes on the 10 acre lots at the southern portion of the subdivision. Ludog is proposing to be permitted to develop more dense lots with looser zoning at the back of our subdivision.
 - 3) Attachment 3. Zoning Map – Land Use (shown below) illustrates the land use plan for the Overbrook and adjacent subdivision. The northern portion of Overbrook is Rural Residential. The southern portion of Overbrook is Rural Suburban. The Ludog Subdivision proposed zoning does not coincide with the land uses around his property.
 - 4) The last 500 feet of Overbrook Road leading to the proposed Ludog Subdivision does not currently meet the County Standards due to the width of the road. In addition, Overbrook Road has a vertical curve with limited visibility towards the southern end. Additional traffic will significantly increase the likelihood of an accident.
 - 5) Other neighbors outside of our subdivision have expressed a desire to subdivide their property. If the Ludog Subdivision Final Plat is approved we will likely have another subdivision next to it and the cycle could continue.
 - 6) Road Maintenance Fees: The proposed Ludog Subdivision landowner refuses to pay any road maintenance fees for Overbrook Road. Originally, the landowner said he would contribute and told us to invoice him but refused to pay and now just returns any invoices for road maintenance back to the sender. The current property is in the process of being sold so the proposed conditions would be with new ownership.

Overbrook opposes the Ludog Final Subdivision Plat as presented. Overbrook would prefer that the proposed subdivided lots be added to the Overbrook Subdivision and they were subject to our

covenants and road use fees. Overbrook would agree to the Ludog Subdivision if it was limited to 2-10 acre Rural Suburban tracts and they either join the Overbrook Improvement and Service District or signed an agreement to reimburse Overbrook for road maintenance costs and agree to be subject to our covenants. Precedence was set with other subdivisions in Campbell County with the similar issues. See Attachment 4. Stonegate Agreement below.

If you have any questions or need additional information, do not hesitate to contact me at 307-682-4346.

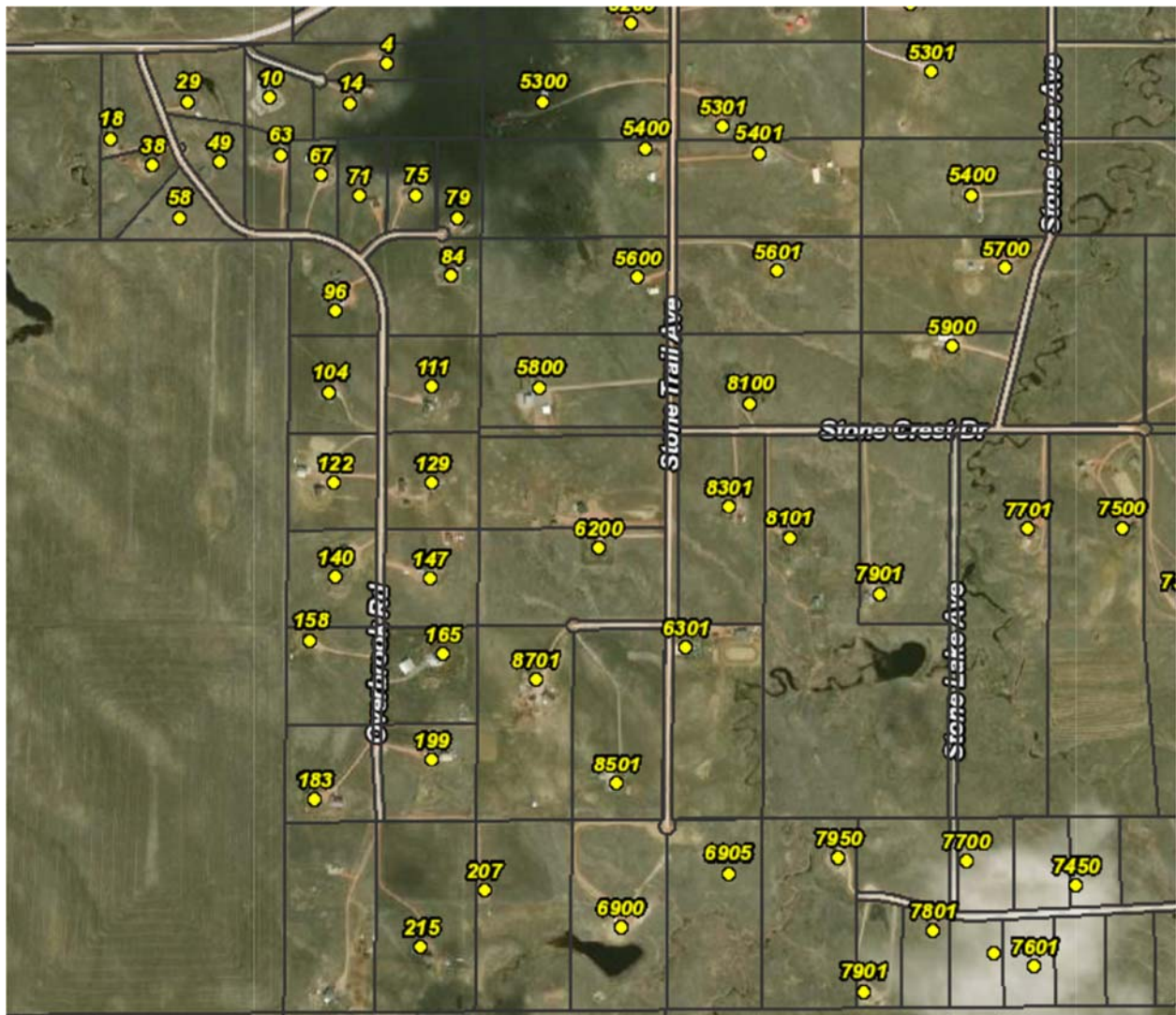
Sincerely,

A handwritten signature in black ink that reads "Tyler Miller". The script is cursive and fluid, with the first letters of "Tyler" and "Miller" being capitalized and prominent.

Tyler Miller, P.E.
President

Attachment 1. Zoning Map – Lot Size

This zoning map illustrates that the front (northern) part of Overbrook is zoned Rural Residential (which allows modular homes). The southern portion of Overbrook is zoned Residential Suburban.



OVERBROOK ESTATES
CRAIG G. MADER AND DEBORAH A. MADER,
TRUSTEES OF THE CRAIG MADER FAMILY TRUST

TO THE PUBLIC:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF OVERBROOK ESTATES

THIS DECLARATION made on the date hereinafter set forth by CRAIG G. MADER FAMILY TRUST, CRAIG G. MADER and DEBORAH A. MADER, Trustees; referred to as "DECLARANTS",

WITNESSETH:

WHEREAS, DECLARANTS are the owners of a certain property in Campbell County, State of Wyoming, more particularly described as follows:

All of the NE1/4 NW1/4; NW1/4 NE1/4; SW1/4 NE1/4; NW1/4 SE1/4 and the SW1/4 SE1/4 of Section 10, T49N, R73W of the Sixth Principal Meridian, Campbell County, Wyoming (including Overbrook Subdivision, Phase 1) EXCEPT a tract of land situated in the NE1/4 NW1/4 and the NW1/4 NE1/4 of Section 10, T49N, R73W of the Sixth Principal Meridian, Campbell County, Wyoming described more particularly as follows:

Beginning at the North one quarter section corner of said Section 10;

thence N89° 44'13"E along the North line of the said NW1/4 NE1/4 of Section 10 a distance of 1335.43 feet to the Northeast corner of the said NW1/4 NE1/4 of Section 10;

thence S00° 32'39"W along the east line of the said NW1/4 NE1/4 of Section 10 a distance of 664.36 feet;

thence S89° 42'39"W a distance of 1335.83 feet;

thence N73° 17'25"W a distance of 341.14 feet;

thence N00° 16'25"W a distance of 550.60 feet to the South right of way of Force Road;

thence Northeasterly along the said South right of way of Force Road along a curve to the left through a central angle of 02° 09'22" with a radius of 1775.10 feet an arc distance of 66.80 feet with a chord that bears N76° 43'08"E a chord distance of 66.79 feet to the North line of the said NE1/4 NW1/4 of Section 10;

thence N89° 48'25"E along the said North line of the NE1/4 NW1/4 of Section 10 a distance of 271.07 feet to the POINT OF BEGINNING.

AND WHEREAS, in order to establish a general plan for the improvement and development of the property, the DECLARANTS desire to subject the property, and any subdivision thereof, to certain conditions, covenants, and restrictions, upon and subject to which all of the properties shall be held, improved, and conveyed.

AND WHEREAS, DECLARANTS will convey the said property, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW THEREFORE, DECLARANTS hereby declare that all of the property described above

shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protection the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, shall inure to the benefit of each owner thereof, and which are intended not to be merely personal.

Article I DEFINITIONS

Section 1: Overbrook Estates shall mean and refer to that certain real property herein before described, in such additions thereto as may hereafter be brought within the jurisdiction of these covenants, conditions, and restrictions.

Section 2: The term covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this DECLARATION.

Section 3: DECLARANTS" shall mean and refer to THE CRAIG G. MADER FAMILY TRUST. CRAIG G. MADER and DEBORAH A. MADER, TRUSTEES, their heirs, successors and assigns, if such heirs, successors and assigns should acquire more than one undeveloped lot for the DECLARANTS from the purpose of development.

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

ARTICLE II NATURE AND PURPOSE OF COVENANTS

Overbrook Estates as described above shall be made up of ten tracts approximately 5 acres in size, and twelve tracts approximately ten acres in size, for a total of 22 total lots.. The covenants set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the property to enhance the value, desirability and attractiveness of the lots for the benefit of all owners and lots therein. These covenants are imposed upon DECLARANTS, and upon the owners of all lots, homeowners, or land owners association, or improvement and service district or its equivalent. Said covenants are for the benefit of all lots, and shall bind up the owners of all such lots. Such covenants shall be a burden upon and a benefit not only to the original owner of each lot, but also his heirs, successors and assigns.

Section 1- CONSTRUCTION:

All home construction shall be stick built, modular, or double-wide mobile homes. No mobile homes designed as single-wide mobile homes, regardless of square footage shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes,

exclusive of porches, terraces and garage, of 1,500 square feet. Two mobile homes designed as single-wides and attached together shall not constitute a double wide. Lots 1 through 9 will be zoned RR, and will allow manufactured houses provided they meet the following criteria:

1. The roof pitch will be a minimum of a 5/12 pitch.
2. The exterior foundation/skirting will be poured concrete, laid block, brick, or stone. Board skirting of any kind is prohibited.
3. Vinyl siding is prohibited.

Lots ~~9~~¹⁹ through 22 will be zoned RS, and only stick built dwellings will be allowed

Section 2- BUILDING PLANS AND APPROVAL:

No building shall be erected or placed on any residential lot until the construction plans, specifications and a plan showing the location of the structure have been approved in writing by the developers.

All buildings shall be constructed and maintained in such a fashion and of such materials so as not to detract from the attractiveness of the area.

Section 3 .COMMERCIAL USE:

No part of the residential lots shall be used for manufacturing, mercantile storing, vending or any other commercial business or other non-residential purpose including, but not limited to, stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, oil field business, methane business, construction yard, livestock or agricultural enterprise, or other public place of amusement.

Section 4- HUNTING:

No hunting shall be allowed on any lot.

Section 5- SEWAGE:

All septic tanks or other sewage disposal systems must be designed, located, and constructed in accordance with the regulations, requirements, standards and recommendations of the Wyoming Public Health Department, and in compliance with the regulation of Campbell County, Wyoming.

Section 6 VEHICLES:

No inoperable vehicle shall be left exposed on any lot in excess of one (1) week.

Section 7 .RUBBISH AND TRASH COLLECTION:

No lot shall be used or maintained as a dumping ground for rubbish. All rubbish, trash and garbage shall be regularly removed from each lot, and shall not be allowed to accumulate thereon. Each lot owner shall be responsible for arranging for private pick-up and removal of garbage at least once every (2) weeks. All refuse containers, storage area, machinery and equipment shall be maintained in a clean and sanitary manner, and secured so trash may not be blown or scattered in any manner.

Section 8- WATER DRAINAGE:

Each owner shall be responsible for insuring that water drainage is continuous in the portion of the lot which adjoins the roadways in front of his lot.

Section 9 .UTILITY ACCESS:

Lot owner will allow utility access for the reading of meters or other measuring devices, installation or maintenance of utilities to his property or any adjoining property.

Section 10- MINIMUM ACREAGE:

No subdividing or splitting of lots shall be allowed.

Section 11 .LIVESTOCK

Livestock may be kept on the property, No commercial enterprise involving livestock shall be permitted. All animals including dogs must be adequately fenced or contained in a sanitary and clean environment. No owner shall over graze his property. In the event any owner or resident upon said property shall maintain livestock, poultry, or other animals, said owner shall be responsible for construction of such a fence or enclosure as will restrain and keep all livestock, poultry, and other animals on his own property.

Section 12 .OFFENSIVE ACTIVITY:

No noxious or offensive activities, including those involving snow mobiles, motor cycles and all terrain vehicles shall be allowed upon any lot or on roads nor shall anything be done there on which is an annoyance or nuisance to the neighborhood.

Section 13- AESTHETIC MAINTENANCE:

Any condition considered an eyesore by a majority of the lot owners, homeowners, or landowner's association, or improvement and service district or its equivalent must be corrected upon notification by remaining lot owners, homeowners, or landowners' association, or improvement and service district or its equivalent within thirty (30) days.

ARTICLE III ROAD REPAIRS

All repairs to the common roads through Overbrook Estates shall be the responsibility of all lot owners, and shall be paid for equally by each lot owner. Should any lot owner not pay his share of the repairs, then at the option of the remaining lot owners, homeowners, or Improvement and Service District or its equivalent, a lien against the non-paying owner(s) may attach in favor of the paying lot owners, to the lot of the non-paying owner (s), as of the time the majority of the lot owners cause to be recorded in the office of County Clerk of Campbell County, Wyoming, a notice of assessment lien, which shall state:

- a. The amount of delinquent assessment and such related charges as may be authorized by this declaration; or as may be assessed by the remaining lot owners of the Overbrook Estates.
- b. The name of the owner of record or reputed owner of the lot.
- c. A legal description of the lot against which the lien has been assessed.

ARTICLE IV GENERAL PROVISIONS

Section 1. COVENANTS RUN WITH LAND:

These covenants run with the land and are binding upon all lot owners, their heirs and assigns. The lot owners agree to abide by these covenants.

Section 2- AMENDMENT OF COVENANTS:

These covenants may be amended by a vote of the lot owners where seventy-five percent (75%) or more of the land owners vote for any amendment.

Section 3. ENFORCEMENT:

The lot owner (s), or Improvement and Service District or its equivalent shall have the right to enforce, by any proceeding or law or equity, all covenants now or hereinafter imposed by the provisions of this declaration. Failure by the lot owner (s) to enforce any covenant herein contained shall in no even

be deemed a waiver of the right to do so thereafter. Such failure shall not prevent the lot owner (s) from enforcing any subsequent covenant violation.

Section 4 .ATTORNEY FEES:

Any expense reasonably incurred in collecting and/or enforcing any of the above covenants, which shall include reasonable attorney's fees by the other lot owners or Improvement and Service District or its equivalent shall be paid by the lot owner against whom the covenants have been successfully enforced.

Section 5 .SEVERABILITY:

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the DECLARANTS herein, has hereunto set its hand and seal the __ day of __, 2005.

OWNERS

Craig G. Mader

Deborah A. Mader

Craig G. Mader - Trustee *Deborah A. Mader - Trustee*

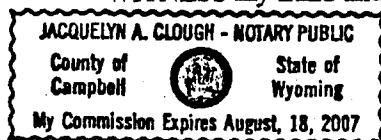
STATE OF WYOMING

ss.

COUNTY OF CAMPBELL

Subscribed and sworn to before me by Craig G. Mader and Deborah A. Mader this 7 day of February 2005

WITNESS my hand and official seal.

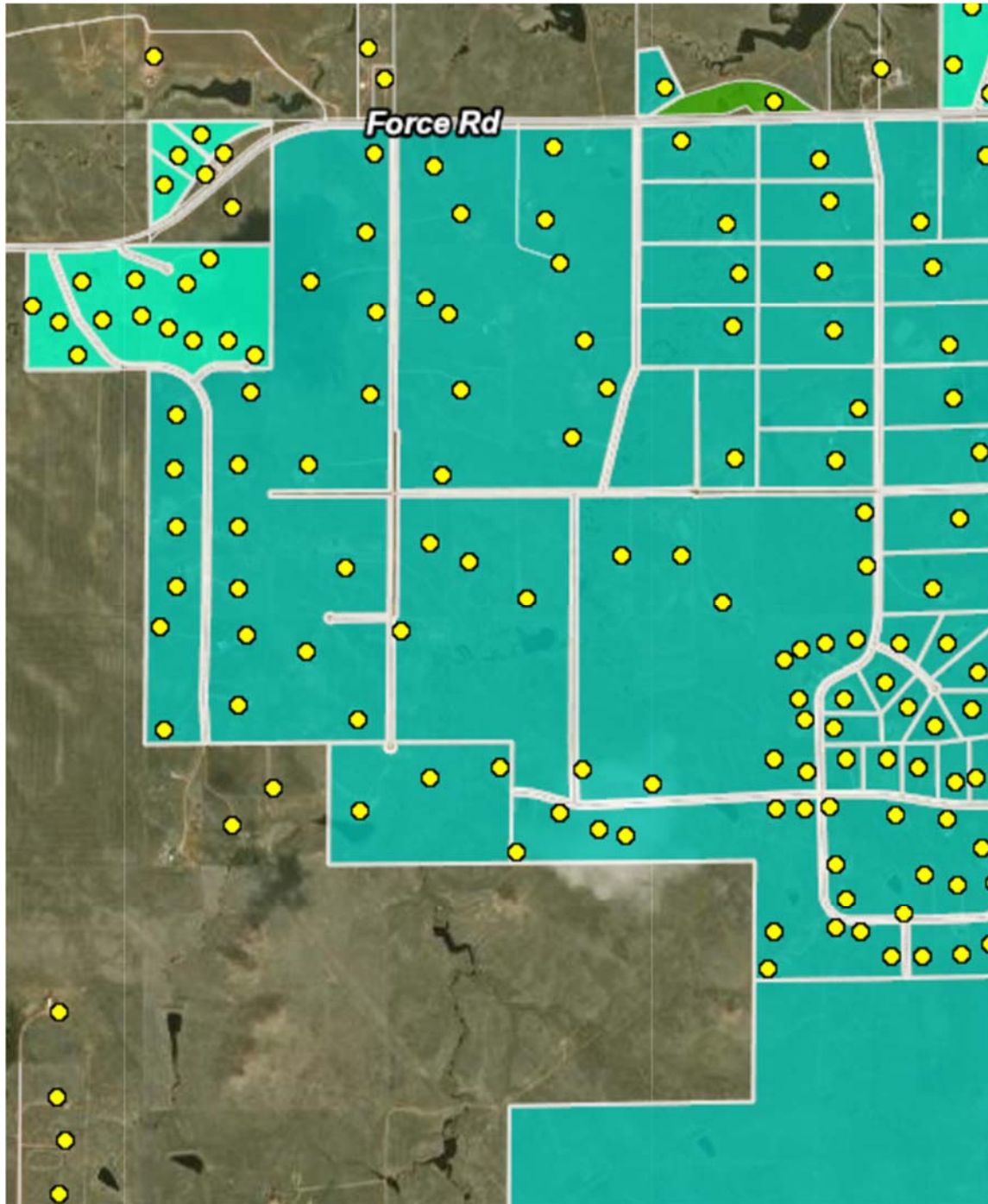


Jacquelyn A. Clough
Notary Public

My commission expires: 8/18/07

Attachment 3. Zoning Map – Land Use

This zoning map below illustrates that the front (northern) portion of Overbrook is zoned Rural Residential (which allows modular homes). The southern portion of Overbrook adjacent to the proposed subdivision is zoned Residential Suburban.



1031673

ROAD USE AND MAINTENANCE AGREEMENT

THIS ROAD USE AND MAINTENANCE AGREEMENT is made this 11th day of April, 2017 by and between the undersigned Owner of the following described properties; to wit:

Township 49 North, Range 73 West of the 6th P.M., Campbell County, Wyoming
Section 12: W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$

and

Township 49 North, Range 73 West of the 6th P.M., Campbell County, Wyoming
Section 12: E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$

(hereinafter collectively the "Lot Owners") and the Stone Gate Improvement and Service District, a Wyoming Improvement and Service District located and operating in Campbell County, Wyoming (hereinafter the "ISD") and having a legal boundary as described in Exhibit "A: attached hereto and incorporated herein by reference.

RECITALS

WHEREAS: The Lot Owners will utilize the public roadways located within the ISD to access their respective properties;

WHEREAS: The Lot Owners recognize that their use of the roadways within the ISD may contribute to the necessity for maintenance and/or repair of such roadways;

WHEREAS: The ISD is the governing body of such roadways and presently levies a regular monthly or annual assessment upon the lot owners within such ISD for both the maintenance and/or repair of such roadways and for water usage;

WHEREAS: the Lot Owners desire to contribute to the regular maintenance and/or repair of such roadways within the ISD by paying the sums described in the Agreement. The Lot Owners do not utilize water from the ISD and therefore will not participate in any expenses associated with that service.

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the undersigned parties agree as follows:

1. Use. Each of the Lot Owners use the public roadways located within the ISD.
2. Cost of Use, Maintenance and Upkeep. The Lot Owners each agree to pay a sum equal to sixty-five percent (65%) of the regular assessment (annual or monthly) assessed to each of the owners within the ISD. It is specifically agreed and understood that the Lot Owners shall

not be responsible for, not shall they pay, any sums for special assessments which may otherwise be levied upon the owners within the ISD. It is further specifically agreed and understood that the Lot Owners shall not be responsible for, nor shall they pay, any sums for water usage. For clarification purposes, it is understood by the parties that the ISD presently levies upon the owners within the ISD a regular monthly assessment for road maintenance and water usage in the amount of \$80.00. It is agreed that the Lot Owners shall each pay a sum equal to 65% of such assessed amount in exchange for their usage of the roadways located within the ISD. Should the ISD elect to increase or decrease the regular assessment levied upon the homeowners within the ISD, the Lot Owner's payment obligation shall also be adjusted accordingly.

For purposes of further clarification, in no event shall the Lot Owners be required to pay any sum other than those stated above. Should the ISD elect to have a special assessment for any reason, including any capital improvement, the Lot Owners shall not be required to participate in any way in the payment of any such special assessment.

3. Payment. The ISD agrees that it shall provide an invoice to each Lot Owner at the same time and in conjunction with its notice of the regular assessment to the owners within the ISD. Such invoice shall specify the amount of the regular assessment levied upon the owners within the ISD and shall provide the amount (as calculated pursuant the Paragraph 2 above) owned by each Lot Owner. The Lot Owners shall then have the same period of time to pay the invoices as is provided the owners within the IDS to pay their assessed amount.

4. Covenant / Lien / Assessment. Each Lot Owner hereby covenants, and each successor in interest to any such Lot owner by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the ISD the sums stated in Paragraph 2 above. Such sums, together with interest, costs, and reasonable attorney fees, shall be the personal obligation of the person who was the Lot Owner at the time when the debt fell due. The personal obligation for delinquent payments shall not pass to his or her successor in title unless expressly assumed by them.

The amount of all delinquent payments plus interest thereon and any expenses reasonably incurred in collection such payments form any Lot Owner, including reasonable attorney's fees and costs, shall be and become a lien upon the lot of the delinquent Lot Owner which shall attach to the lot of the Lot Owner as of the time the ISD causes to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Lien, which shall state:

- i. the amount of the delinquent payment and such related charges as may be authorized by this Agreement;
- ii. the name of the Lot Owner of record or reputed Lot Owner;
- iii. a description of the lot against which the lien has been assessed.

The Notice of Lien shall be signed by two officers of the ISD and shall be recorded in the Office of the Clerk of Campbell County, Wyoming. No proceeding or action shall be instituted to foreclosed the lien until notice of intention to proceed to foreclose the lien has been delivered

by the ISD to the Lot Owner affected by the lien at least thirty (30) days prior to the commencement of any such action or proceeding. The Lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive but shall be in addition to any other rights or remedies which the Lot Owners of the ISD may have by law or otherwise.

In lieu of the foregoing, the Lot Owners hereby consent, elect and allow the ISD the authority and option to collect any fees required by Paragraph 2 through the process of "assessing" the Lot Owners for such fees and including such "assessments" in the ISD's assessment roll for delivery to the Campbell County Assessor's Office. The Lot Owners further hereby consent to being include in any such assessment roll and consent to such fees being included in such Lot Owner's regular county tax assessments as if such Lot Owners' property was included within the boundaries of the ISD.

5. ISD Boundaries / Governance. Nothing in this Agreement shall be construed to expand the boundaries of the ISD to incorporate the land of the Lot Owners. The Lot Owners shall have no right to participate in any way in any matter of governance of the ISD.

6. Use of Funds. The funds paid by the Lot Owners shall be utilized by the ISD for road maintenance/repairs purposes only.

7. Default. In the event any Lot Owner fails to pay their share of the amount assessed to the owners within the ISD as provided in this agreement, said Lot Owner shall be deemed to be in default of this agreement. In such event, the ISD may proceed with a lien against the Lot Owner's lot as provided above, or may pursue any other remedy at law. Any defaulting Lot Owner shall be responsible for all legal fees and costs associated with the collection of any amounts owed.

8. Binding Effect. This agreement shall run with the land of the Lot Owners as described herein and shall be for the benefits and burden of the Lot Owners, their successors in interest, heirs, successors, personal representative, assigns and all mortgagees of the property.

9. Amendments. Any amendments or changes in this agreement shall be in writing and signed by both Lot Owners and the elected representatives of the ISD.

10. Recording. The Parties agree that this agreement shall be recorded in the Office of the Clerk of Campbell County, Wyoming.

11. Jurisdiction. Any disputes involving this Agreement shall be submitted to a court of competent jurisdiction in Campbell County, Wyoming.

12. Severability. Should any portion of this Agreement be determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.

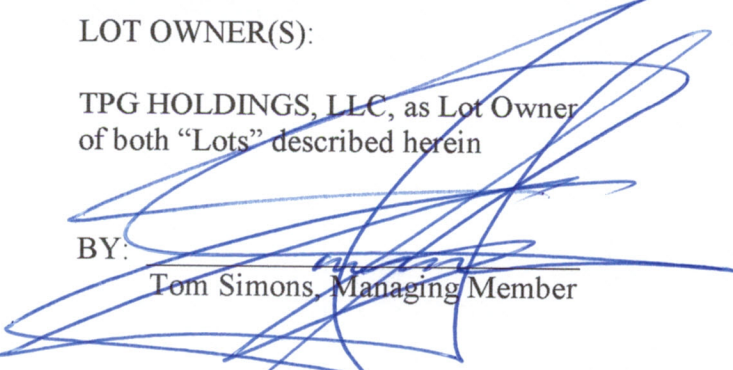
13. Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM OR COUSE OF ACTION

IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS OR EVENTS CONTEMPLATED HEREBY OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THE PARTIES EACH AGREE THAT ANY AND ALL SUCH CLAIMS AND COUSES OF ACTION SHALL BE TRIED BY THE COURT WITHOUT A JURY. EACH OF THE PARTIES FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH PROCEEDING IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER PROCEEDING IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, the parties have executed this agreement as of the 17th day of April, 2017.

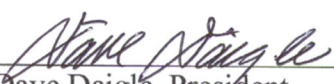
LOT OWNER(S):

TPG HOLDINGS, LLC, as Lot Owner
of both "Lots" described herein

BY: 

Tom Simons, Managing Member

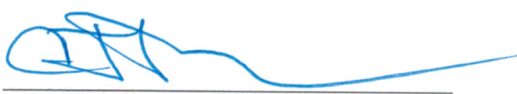
STONE GATE IMPROVEMENT
AND SERVICE DISTRICT

BY: 

Dave Daigle, President

BY: 

Bobby Schmitz, Secretary

BY: 

Charlotte J. Terry, Treasurer

STATE OF WYOMING)
)
COUNTY OF CAMBELL)

Subscribed, sworn to and acknowledge before me by Tom Simons, as Managing Member of TPG Holdings, LLC, "Lot Owner(s)," on this 13th day of April, 2017.

Witness my hand and seal.

Helenanne Cathey
Notary Public

My Commission Expires: 3-23-2018



STATE OF WYOMING)
)
COUNTY OF CAMBELL)

Subscribed, sworn to and acknowledge before me by Dave Daigle, President of Stone Gate Improvement and Service District, "ISD," on this 11th day of April, 2017.

Witness by hand and seal.

Helenanne Cathey
Notary Public

My Commission Expires: 3/23/2018



STATE OF WYOMING)
)
 COUNTY OF CAMBELL)

Subscribed, sworn to and acknowledge before me by Bobby Schmitz, Secretary of Stone Gate Improvement and Service District, "ISD," on this 11th day of April, 2017.

Witness by hand and seal.

Helenanne Cathey
 Notary Public

My Commission Expires: 3/23/2018



STATE OF WYOMING)
)
 COUNTY OF CAMBELL)

Subscribed, sworn to and acknowledge before me by Charlotte J. Terry, Treasurer of Stone Gate Improvement and Service District, "ISD," on this 11th day of April, 2017.

Witness by hand and seal.

Helenanne Cathey
 Notary Public

My Commission Expires: 3/23/2018



RECORDED ✓
 ABSTRACTED ✓
 INDEXED ✓
 CHECKED ✓

Attachment 5. Sight Distance





















DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
For LUDOG SUBDIVISION, Campbell County Wyoming

THIS DECLARATION is made on the day hereinafter set forth by Randolph Wirfel, as the legal owner of the property situated in Campbell County, Wyoming, described herein.

ARTICLE I
DEFINITIONS

1. The “Declarant” shall mean Randolph Wirfel.
2. The “Land” shall mean the following described real property located in Campbell County, Wyoming:

The Land is collectively referred to as the “Ludog Subdivision”.

3. “Tract or Tracts” shall mean any parcel or parcels of real estate contained within the Land.
4. The “Owner” shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title in any Tract which is part of the property, including contract sellers, but excluding any of those having an interest merely as security for the performance of an obligation.
5. “Covenants” or “Declaration” shall mean the Declaration of Covenants, Conditions and Restrictions for Ludog Subdivision contained in this document.
6. “Mobile home” and “trailer house” shall mean a transportable home connected permanently to a chassis which allows the home to be transported.
7. The Land is zoned “R-R” by Campbell County. All requirements, rules and regulations currently in force or implemented by Campbell County relating to R-R Zoning will be applicable to the Land.

ARTICLE II
PURPOSE

This Declaration is established in order to provide a general plan for the improvements and development of the Land. The Declarants desire to subject the Land to certain conditions, covenants and restrictions.

NOW THEREFORE, the Declarants hereby declare all of the Land shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Land and be binding on all parties having any right, title or interest in the above-described Land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE III
LANDSCAPE DEVELOPMENT

All Tracts disturbed by construction shall be reclaimed with ground cover consistent with the topography of the surrounding area in a manner to avoid erosion.

ARTICLE IV
VEHICLES

No vehicles, trailers or any vehicular equipment shall be parked along any of the dedicated easements located within the Land. A maximum of one unlicensed vehicle or trailer may be stored outside of an approved outbuilding. All other vehicles and trailers, including but not limited to, unlicensed, unused, stripped down, partially wrecked, immobile, or inoperative

vehicles, must be enclosed in an approved outbuilding. Truck-tractors and/or semi-trailers and/or commercial two-axel vehicles, which are twenty (20) feet in length or greater, are not permitted to park anywhere within the Land unless the vehicle or trailer is used in the homeowner's primary occupation and limited to a maximum of 3 such items unenclosed on the lot.

ARTICLE V SANITARY SYSTEMS

All septic tanks or other sewage disposal systems must be designed, located and constructed in accordance with the regulations, requirements and standards of the Wyoming Department of Environmental Quality and any other State or County agency having jurisdiction over the Land.

ARTICLE VI WATER USE

Water from the well shall be used exclusively for the properties within the District for ordinary residential use, subject to the restrictions contained herein. No wash bay, commercial use or use which significantly increases water usage shall be allowed without the written consent of the Declarant. No more than four (4) outside water faucets shall be installed on any home. Owner shall not irrigate more than one acre and will not maintain more than one (1) five hundred (500) gallon stock water tank, from the central water system.

ARTICLE VII PROHIBITION AGAINST NOXIOUS ACTIVITY ON TRACTS

No noxious activity shall be permitted on any Tract which is a nuisance to adjoining Tracts or which could foreseeably become a nuisance to adjoining Tracts. Overgrazing, or using the property in such a manner that creates or permits erosion or other waste, shall be considered a nuisance. A cistern system, if installed for a particular Tract, will be at the sole cost of the Tract owner.

ARTICLE VIII AESTHETIC MAINTENANCE

All property shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the Land.

ARTICLE IX TEMPORARY AND GUEST QUARTERS

With the exception of a motor home or travel trailer as allowed in this Article, no structure of a temporary character, such as a mobile home, basement, tent, shack, garage or other building, shall be used on any Tract at any time as a residence, either temporarily or permanently. However:

- a. An Owner or Owner's guest may locate or live in a motor home or travel trailer on a Tract for up to three separate ten (10)-day periods per calendar year provided that the motor home or travel trailer is removed from the Tract for at least ten (10) days between periods of location and occupancy.
- b. An Owner may locate and live in a motor home or travel trailer on his or her Tract for a period not the exceed eighteen (18) months during the term of actual construction of the permanent dwelling upon the Tract. The motor home or travel trailer shall be promptly removed or stored after completion of the permanent residence pursuant to these Covenants.

ARTICLE X OWNER LIABLE FOR LESSEE

Any Owner who leases or otherwise transfers any interest in a Tract shall be responsible for assuring compliance by the Lessee or assigned interest holder with all provisions of these

Covenants and any assessments by the District. The Owner shall be jointly and severally responsible with the Lessee for any such violations.

ARTICLE XI FENCES

Any fences constructed on a Tract shall be rail or other suitable open wood construction or smooth wire, barbed wire or steel/wood gate construction.

ARTICLE XII SIGNS

The Declarant may place a sign at each entrance to the Land advertising the name of Ludog Subdivision. No other signs, except for sandstone name style signs, “For Sale”, “For Rent”, and “Private Driveway” signs are permissible.

ARTICLE XIII CONSTRUCTION REQUIREMENTS

1. Objective.

Declarant’s objections are 1) to carry out the general purposes expressed in this Declaration; 2) to assure that any improvements or changes in the properties will be good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and, 3) to assure that materials or workmanship of all improvements are of high quality and comparable to other improvements in the area.

2. All structures shall be construction in accordance with the applicable Campbell County building codes.

3. Minimum Criteria for Construction and General Restrictions on All Tracts.

No dwelling shall be permitted to be constructed upon the Property which does not comply with the following minimum requirements:

- a. Each Tract shall be constructed upon, improved, used and occupied only for private residential purposes, excepting only small business operations which are completely self-contained within an enclosed structure are permitted. Other commercial, industrial or manufacturing activity is not permitted, whether or not conducted for profit. No dwelling or any part thereof shall be used as a boarding house, except Owners may lease single-family residences and outbuilding, for residential purposes only.
- b. No more than one single-family residence, on guest house, either attached or detached, and two service-type barns or stables shall be constructed on any Tract.
- c. All residence construction shall be stick-built, log homes, modular homes or manufactured homes, which shall be placed on a permanent foundation. For all modular homes and manufactured homes, a permanent foundation shall mean an engineered concrete foundation. No residential structure moved to, or placed on, the property shall be older than two (2) years. No structure shall have a rolled roofing or tar paper exterior. All exteriors shall be of wood, stone, brick, stucco, steel, or vinyl siding only. All roof materials shall consist of wood shakes, asphalt shingles, or metal (not corrugated tin). All construction shall be completed within eighteen (18) months following groundbreaking. All construction, including utilities, shall meet the building codes for Campbell County on the date of commencement of said construction.
- d. All garages shall be minimum two-car garages attached to the main dwelling. The Committee, in cases, may permit variation where peculiar architectural considerations require a space separation between the dwelling and garage or in

the event that rear access would provide an opportunity for a detached garage. In such cases, the Committee will have the right to specify the locations of any garage detached for the dwelling and whether the garage must be attached by a “breezeway structure”.

- e. All pools and spas must be constructed clear of any required setbacks and in accordance with the Campbell County regulations. All pools must be fenced and all spas skirted with related equipment screened from view.

4. Chimneys, Outdoor Fires, and Fireplaces.

Wood burning stoves and fireplaces are allowed.

5. General Construction Conditions.

- a. At all times during the construction period, a trash dumpster shall be located on the site and all construction debris shall be placed in the dumpster.
- b. The roads shall be kept clean at all times. Any dirt or debris which is deposited on any road or other Lot by any vehicle entering or leaving the Owner’s site shall be cleaned and removed immediately.
- c. Building materials shall be staked neatly on the site and shall not be stored on adjoining property. Adjoining property shall be restored if damaged.
- d. All equipment which is used in excavating or construction and which is not rubber-tired shall only be loaded or unloaded within the boundary lines of each respective Lot where excavating or construction is being performed.

6. Easements Reserved with Respect to Lots.

Easement under and through each Lot are dedicated to the public and reserved for utilities and access as so noted on the plat approved and filed with the County Clerk. Declarant reserves the right to ingress and egress as reasonably necessary to exercise such easements as follows:

- a. The Owner shall not place any structure, with the exception of fencing, on any easement or setback area and shall be responsible for maintaining the easement. Any damages caused by an easement user or right to the easement shall be repaired and restored by such user.
- b. No Owner shall have any claim or cause of action against the Declarant, the Improvement and Service District, the Architectural Control Committee or its successor, assigns, or licensees arising out of exercise or non-exercise of any reserved easement except in cases of willful or wanton misconduct.

ARTICLE XIV OTHER PROHIBITED USES

1. No part of a Tract shall be used or caused to be used for any manufacturing, mercantile storing, or vending, including, but not limited to, stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, commercial trucking, or place of amusement.
2. No Hunting by the general public shall be allowed on any Tract.

ARTICLE XV MINING AND QUARRYING OPERATIONS

No mining or quarrying operations for gravel or other natural resources contained on the surface of the Land shall be allowed.

ARTICLE XVI
ANIMALS AND LIVESTOCK

Recreational livestock will be allowed such as 4-H, FFA and High School Rodeo livestock. No commercial livestock such as puppy farms, livestock boarding facility, livestock breeding or feeding operations will be allowed on any Lot. Livestock and pets (dogs and cats) will be permitted, provided they are kept under control in an area that is adequately fenced and the premises are kept in a clean and sanitary condition.

ARTICLE XVII
NO SUBDIVISIONS

No Owner may further subdivide a Tract, either by formal subdivision or by sale of a Tract in more than one parcel.

ARTICLE XVIII
RUBBISH AND TRASH COLLECTION

No Tract shall be used or maintained as a dumping ground for rubbish or trash. All rubbish, trash and garbage shall be regularly removed from each Tract, and shall not be allowed to accumulate thereon. Each Tract Owner shall be responsible for arranging private pickup and removal of garbage at least once every two (2) weeks. All refuse containers, storage areas, machinery and equipment shall be maintained in a clean and sanitary manner and secured so trash may not be blown or scattered in any manner.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

1. Severability. In the event a court of competent jurisdiction declares any portion of these Covenants to be invalid or unenforceable, the remaining provisions of these Covenants shall remain in effect.
2. Effect and Duration. These Covenants shall run with the Land and shall be for the benefit of and binding on each Tract, Owner, and their respective heirs, assigns, agents, invitees, social guests, and successors in interest and shall continue to be of full force and effect perpetually unless these Covenants are terminated pursuant to the laws of the State of Wyoming.
3. Amendments. These Covenants may be amended by a vote of 100% or more of the Tract Owners.
4. Enforcement. Any Tract Owner, may institute proceedings at law or in equity to enforce any of the provision of these Declarations, to restrain any individual or entity from violating or threatening to violate these Covenants, to recover damages, both actual or punitive, for such violations and shall be entitled to collect all attorney’s fees and collection costs incurred in the successful enforcement of these Covenants. Failure to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so.

RANDOLPH WIRFEL

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing Declaration of Shared Water Well Covenants and Water Well Agreement was acknowledged before me this _____ day of _____, 2021, by Randolph Wirfel, owner.

Witness my hand an official seal.

Notary Public

My Commission Expires

DISCLOSURE STATEMENT

For LUDOG SUBDIVISION, Campbell County Wyoming

This disclosure statement has been prepared in an effort to provide general information to the public related to the construction and maintenance of improvements and condition of services that are to be provided within this subdivision. This document shall be recorded at the Campbell County Clerk's Office and shall be available upon request to the public.

Construction, operating and/or maintenance, and financial responsibilities for the following improvements and/or services for this subdivision are described as follows:

1. STREET CONSTRUCTION AND MAINTENANCE

Maintenance of streets, including snow removal, will be the responsibility of the lot owners. NO PUBLIC MAINTENANCE OF STREETS OR ROADS. Access is provided via Overbrook Road. Physical addresses shall be assigned by the Campbell County Public Works Department at the time of development.

2. WATER SUPPLY

No water is being provide per this subdivision. A well exists on Lot 3 and easements have been provided for possible future shared water access. If a Shared Water Well Agreement is executed at the time of purchase for use of the existing well within the subdivision, then each lot will need to have an on-lot cistern and pressure pump installed to provide the required supply pressure and volume at the lot owner's expense.

3. SEWAGE DISPOSAL

Individual septic systems will be the responsibility of individual property owners. A report by a licensed engineer is on file with the Campbell County Public Works office which addresses the safety and adequacy of installing on-lot sewage disposal systems in the subdivision.

4. RESTRICTIVE COVENANTS

There are restrictive covenants with respect to the subdivision.

5. GARBAGE DISPOSAL

Garbage disposal will be the responsibility of the lot owner.

6. TELEPHONE SERVICE

Establishment of telephone service will be the responsibility of the lot owner. Prospective lot owners should consult the telephone service provider to determine construction charges.

7. CABLE TELEVISION SERVICE

Establishment of cable television service will be the responsibility of the lot owner. Prospective lot owners should consult the cable television service provider to determine construction charges.

8. STREET LIGHTING

No street lighting will be constructed.

11. CULVERTS AND DRAINAGE

Culverts are required for new driveway approaches that cross drainage ditches. Reference Campbell County Subdivision Regulations, Section 7.5(f)(i) and (ii) for requirements. Minimum culvert size is 12 inches in diameter. Culverts shall meet manufactures' recommendations but shall not be less than 12 inches. Individual homeowners are responsible for the installation and

maintenance of culverts. Alternate drainage solutions must be designed by a licensed professional engineer and approved by the Campbell County Public Works Department in its sole discretion.

12. SOILS REPORT

A report by a licensed engineer is on file with the Campbell County Public Works office which addresses the limiting soil types in the subdivision.

13. ZONING

The subdivision is subject to uniform regulations governing use, height, area, size, and intensity of use of buildings, land, open spaces, and other regulatory standards as set forth in the Zoning and Land Use Regulations adopted by Campbell County. Prospective lot owners should consult the Campbell County Zoning and Land Use Regulations and the Campbell County Planning and Zoning office to determine the zoning status and permitted uses of lots and land within and surrounding the subdivision.

12. FIRE PROTECTION

Fire protection is provided by the Campbell County Fire Department. Prospective lot owners should consult the Campbell County Fire Department for requirements and additional information regarding fire protection.

14. BUILDING CODES

Construction within the subdivision is subject to the Plumbing, Electrical, Septic, Building and Fire Codes adopted by Campbell County. Prospective lot owners should consult with the Campbell County Building Division and the Campbell County Department of Public Works regarding the status of applicable codes which apply to construction within the subdivision.

15. ELECTRICITY

Establishment of electric service for each lot shall be the responsibility of the lot owner. Prospective lot owners should consult the electric service provider to determine construction and connection charges.

16. POSTAL SERVICE

Postal Service is available upon petition to the United States Post Office by the lot owner. Mailbox construction and maintenance shall be the responsibility of the lot owner. Prospective lot owners should consult the United States Post Office regarding the standard terms and conditions of mailbox construction and maintenance.

17. MINERAL RIGHTS

Fee interest in mineral ownership is not held as part of the ownership of a lot within the subdivision. Prospective lot owners should be aware that there may be existing surface use agreements which may result in the drilling and production of oil, gas and other minerals upon any or all lots within the subdivision. THE SURFACE ESTATE OF THE LAND IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL STATE.

18. WILDLIFE

The area within which the subdivision is located is populated by deer, antelope and other wildlife. Prospective lot owners should be aware of the possibility of damage to gardens, shrubs and trees caused by such wildlife. It is the responsibility of the lot owner to take whatever measures may be necessary and appropriate to protect gardens, shrubs and trees.

19. EASEMENTS

No permanent structures shall be constructed in the easements within the subdivision.

BE ADVISED THAT CAMPBELL COUNTY, WYOMING ASSUMES NO LIABILITY BY VIRTUE OF THIS DISCLOSURE STATEMENT. CAMPBELL COUNTY HAS REQUIRED THIS DISCLOSURE STATEMENT IN ITS SUBDIVISION APPROVAL PROCESS SOLELY FOR THE PURPOSE OF INFORMING THE CONSUMER. CAMPBELL COUNTY DOES NOT IN ANY MANNER WARRANT OR GUARANTEE TO THE CONSUMER THAT THE AFOREMENTIONED STATEMENTS CONTAINED WITHIN THE DISCLOSURE STATEMENT ARE FACTUAL AS REPRESENTED. BE FURTHER ADVISED THAT THE PROPER RECOURSE FOR SHORTCOMINGS IN THE ABOVE DESCRIBED IMPROVEMENTS LIES BETWEEN THE CONSUMER AND THE DEVELOPER WHO MADE THIS DISCLOSURE STATEMENT.

THE PUBLIC IS INVITED AND ENCOURAGED TO OBTAIN OR REVIEW COPIES OF THIS DOCUMENT AND ALL OTHER DOCUMENTS PREVIOUSLY MENTIONED. COPIES OF ALL DOCUMENTS ARE AVAILABLE AT THE OFFICE OF THE COUNTY CLERK OR ENGINEER UPON REQUEST AND RECEIPT OF PAYMENT FOR REPRODUCTION COSTS.

IN TESTIMONY WHEREOF, the undersigned owners have caused these presents to be signed.

Randy Wirfel

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

Subscribed and sworn before me on this _____ day of _____, 20____
by _____ as a free and voluntary at and deed.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

Approved for filing by the Campbell County Planning Commission this ____ day of _____, 20____.

Attest:

Chairperson

Clerk of the Board

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

Member

Member

Member

Member

Attest:

Chairperson

Clerk of the Board

DRAFT

ON - LOT SANITARY SEWER REPORT
for
LUDOG SUBDIVISION

Project No. 213895.016

Prepared For:

RANDY WIRFEL
215 OVERBROOK ROAD
GILLETTE, WY 82718

OCTOBER 2021

Prepared By:

PCA ENGINEERING, INC.
4506 WIGWAM BLVD.
P.O. BOX 2185
GILLETTE, WYOMING 82717-2185
(307) 687-0600

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PURPOSE

The purpose of this report is to present the requested and pertinent information required to meet the Campbell County Subdivision Regulations for the Ludog Subdivision and to develop a plan for the proposed on-lot sanitary sewer systems within the subdivision.

SUBDIVISION DESCRIPTION

Ludog Subdivision is located in the NW1/4, NE1/4 of Section 15 of Township 49 North, Range 73 West, Campbell County Wyoming. The site is located at the end of Overbrook Road and southwest of Stone Gate Estates IV and is not located within the City of Gillette planning district. The site is bordered by non-subdivided rural residential property to the east, agricultural land to the south and west, and by the Overbrook Subdivision II (residential suburban) on the north.

The project will create three rural residential lots containing a total of 17.5 acres. The average lot size will be 5.3 acres. A shared common access road known as Shiplap Spur provides access to the three lots within the subdivision.

EXPECTED ON-LOT SEWAGE FLOWS

The proposed Jorgensen Subdivision will contain three (3) rural residential lots. The anticipated maximum occupancy and sewer flow of each lot is as follows:

$$\text{Residents (four bedrooms)} \quad \times \quad 470 \text{ gpd} \quad = \quad 470 \text{ gpd}$$

$$\text{TOTAL AVERAGE DAY FLOW PER LOT} \quad = \quad 470 \text{ gpd}$$

$$\text{TOTAL SEWAGE FLOW FOR INTIRE SUBDIVISION} = 1410 \text{ gal. per day}$$

EXISTING AND PROPOSED LAND AND WATER USE

The area within the Ludog Subdivision and the surrounding area consists of rural residential and rural living land use. The surrounding areas obtain water from private wells. The existing and proposed land uses are compatible with on-lot septic systems and provide the required separation distances between individual systems.

SOIL FEASIBILITY AND EXPECTED SUCCESS OF ON-LOT SEPTIC SYSTEMS

It is my professional opinion that on-lot septic systems will be suitable for the Jorgensen Subdivision without the use of special design or non-traditional methods of construction. This opinion is based on the following information:

- i. The NRCS has determined that approximately 65% of the soil in the subdivision are type D soils and 35% of the soils are type C soils. The NRCS states that type C and D soils are very limiting for the specified use of leach fields. The type C & D soils are classified as "very limited" which is defined as "indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected." In Campbell County many systems have been installed in similar soils and are functioning successfully with proper design, installation and maintenance.
- ii. No known issues were found regarding leach field performance in the surrounding area.
- iii. The soils types are limiting for the construction and usage for septic tank leach fields.
- iv. Percolation tests have been performed in this subdivision on lot 3 on September 30, 2010. A copy of this test is attached.
- v. The Campbell County Building Department reports no known performance issues of leach fields in the surrounding area.

CONSTRUCTION INFORMATION

The lots in Ludog Subdivision are large enough to allow a number of potential building sites that would have adequate separation distance to meet all applicable requirements and have sufficient space set aside for a replacement leach field. All lots have less than 15% natural slope and are outside the flood area during a 100-year storm event.

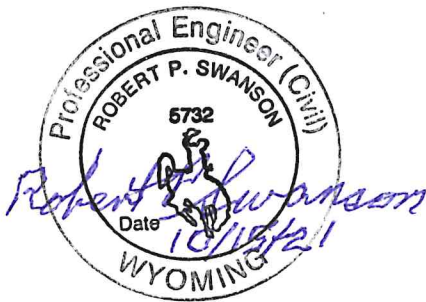
DISTANCE TO CITY OF GILLETTE WASTEWATER SYSTEM

The nearest possible connection location to the City of Gillette Sanitary Sewer System is approximately 14,500 feet north of the northerly most point of the subdivision. It is not financially or logistically feasible to extend a main this distance to provide sewer collection for three lots. Since the property surrounding this subdivision have been previously developed with individual septic systems, it is not likely that this area would consider connecting to the City of Gillette system or undergo further subdividing to increase the population in this area enough to justify such an extension.

SUMMARY

On – lot septic systems are feasible for the Ludog Subdivision and the configuration of the lots will allow for the required separation distances and areas for replacement leach fields. It will be the responsibility of individual lot owners to have systems properly designed, permitted and constructed for the development of their lot.

If you have any questions or comments regarding this “ON – LOT SANITARY SEWER REPORT” please contact me at (307) 687-0600 or email me at swansonr@pcaengsur.com.

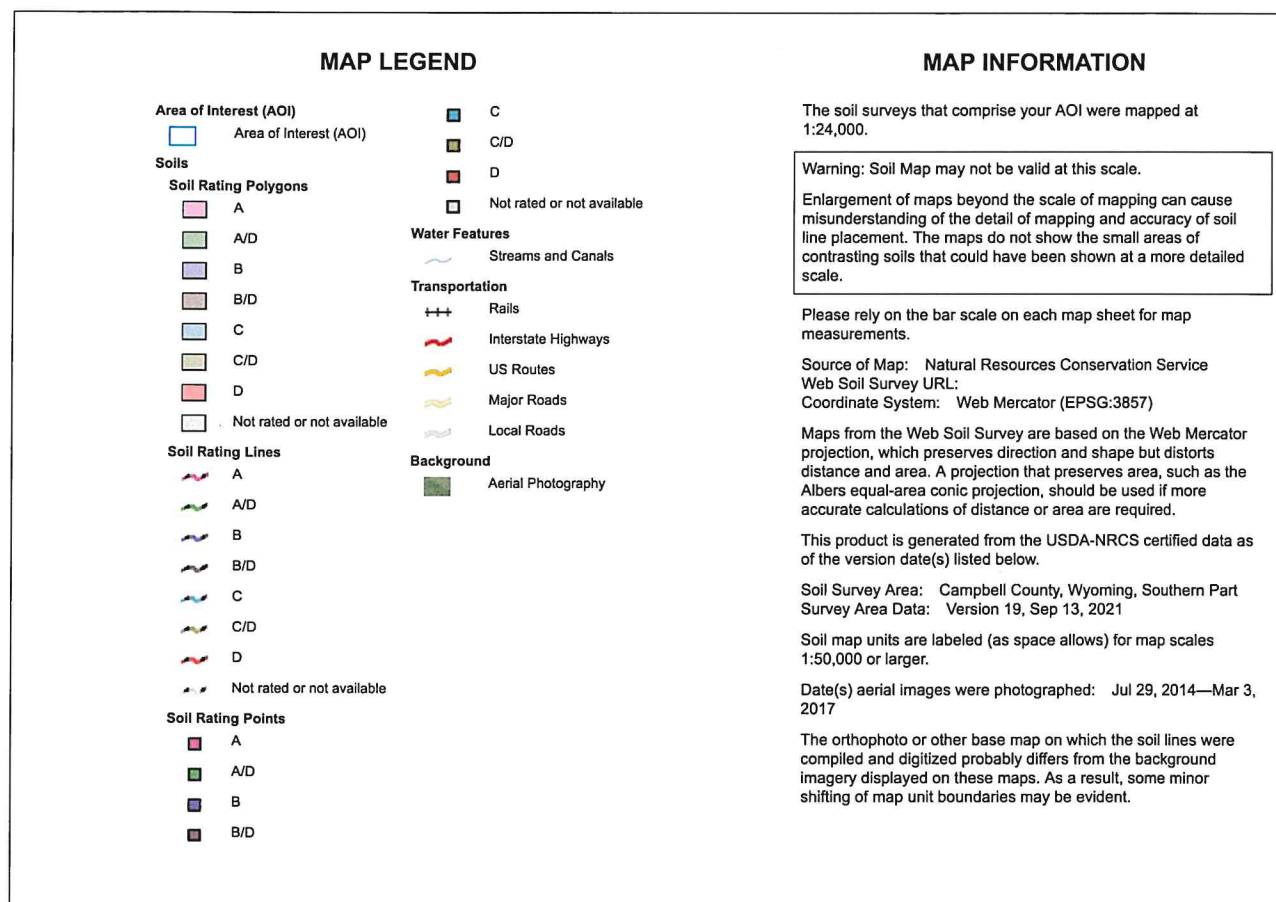


Robert P. Swanson, P.E.
PCA Engineering, Inc.

Hydrologic Soil Group—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Hydrologic Soil Group—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
176	Leiter-Cromack clay loams, 3 to 15 percent slopes	D	14.0	65.1%
225	Ucross-Iwait-Fairburn loams, 3 to 30 percent slopes	C	7.5	34.9%
Totals for Area of Interest			21.5	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Septic Tank Absorption Fields—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Septic Tank Absorption Fields—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)

MAP LEGEND

Area of Interest (AOI)	Background
 Area of Interest (AOI)	 Aerial Photography
Soils	
Soil Rating Polygons	
 Very limited	
 Somewhat limited	
 Not limited	
 Not rated or not available	
Soil Rating Lines	
 Very limited	
 Somewhat limited	
 Not limited	
 Not rated or not available	
Soil Rating Points	
 Very limited	
 Somewhat limited	
 Not limited	
 Not rated or not available	
Water Features	
 Streams and Canals	
Transportation	
 Rails	
 Interstate Highways	
 US Routes	
 Major Roads	
 Local Roads	

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Campbell County, Wyoming, Southern Part
Survey Area Data: Version 19, Sep 13, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 29, 2014—Mar 3, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Septic Tank Absorption Fields

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
176	Leiter-Cromack clay loams, 3 to 15 percent slopes	Very limited	Leiter (50%)	Depth to bedrock (1.00)	14.0	65.1%
				Slow water movement (1.00)		
			Cromack (30%)	Slow water movement (1.00)		
				Depth to bedrock (1.00)		
			Fairburn (5%)	Depth to bedrock (1.00)		
			Ucross (5%)	Depth to bedrock (1.00)		
				Slow water movement (0.47)		
			Moorhead (5%)	Slow water movement (1.00)		
225	Ucross-Iwait-Fairburn loams, 3 to 30 percent slopes	Very limited	Ucross (35%)	Depth to bedrock (1.00)	7.5	34.9%
				Slope (1.00)		
				Slow water movement (0.47)		
			Fairburn (20%)	Depth to bedrock (1.00)		
				Slope (1.00)		
			Pitchdraw (5%)	Depth to bedrock (1.00)		
				Slope (1.00)		
			Elwop (5%)	Depth to bedrock (1.00)		
				Slow water movement (0.47)		
				Slope (0.04)		
			Cromack (5%)	Depth to bedrock (1.00)		

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
				Slow water movement (1.00)		
				Slope (1.00)		
Totals for Area of Interest					21.5	100.0%

Rating	Acres in AOI	Percent of AOI
Very limited	21.5	100.0%
Totals for Area of Interest	21.5	100.0%

Description

Septic tank absorption fields are areas in which effluent from a septic tank is distributed into the soil through subsurface tiles or perforated pipe. Only that part of the soil between depths of 24 and 60 inches is evaluated. The ratings are based on the soil properties that affect absorption of the effluent, construction and maintenance of the system, and public health. Saturated hydraulic conductivity (Ksat), depth to a water table, ponding, depth to bedrock or a cemented pan, and flooding affect absorption of the effluent. Stones and boulders, ice, and bedrock or a cemented pan interfere with installation. Subsidence interferes with installation and maintenance. Excessive slope may cause lateral seepage and surfacing of the effluent in downslope areas.

Some soils are underlain by loose sand and gravel or fractured bedrock at a depth of less than 4 feet below the distribution lines. In these soils the absorption field may not adequately filter the effluent, particularly when the system is new. As a result, the ground water may become contaminated.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

The map unit components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as listed for the map unit. The percent composition of each component in a particular map unit is presented to help the user better understand the percentage of each map unit that has the rating presented.

Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

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



Department of Building and Zoning

SMALL WASTEWATER SYSTEM RECORD

Installation: ☒ New ☐ Repair ☐ Expansion ☐ Modification Date of Application: 9-27-10
Address of Facility: 215 Overbrook Road
Owner: Randy Wirfel Installer: S
Mailing Address: 4001 High Cliff Ct. Mailing Address: SAME
Gillette WY 82718
Telephone: 299-8005 Telephone: _____

GENERAL INFORMATION

1. Type of building stick built Home
2. No. of bedrooms 3
Water Softener yes or ☒ no
3. Design percolation results (minutes/inch) 20/1
4. Ground slope 4 ft./100 ft.
5. Water supply: ☐ Community ☒ Private
6. Size of lot 21 acres
7. Remarks _____

PRIMARY TREATMENT (Septic tank)

1. Manufacturer ICM Size 1000 gal
2. ☒ Pre-cast Concrete ☐ Poly/Fiberglass
3. Outlet depth (from ground level) 35 ft.
4. Type of sewer pipe pvc

SECONDARY TREATMENT (Leach field)

1. Type: (indicate number of units or square footage)
_____ Infiltrator Bed _____ Infiltrator Trench
_____ Rock Bed 978 Rock Trench
2. Trench/Bed size (width) 2' (length) 200'
3. Depth of Gravel (below pipe) 2' (above) 4"
4. Rock: ☐ Hard clean scoria (Must be Approved)
☒ Limestone or river rock
5. Barrier material over gravel paper
6. Depth of cover 1-4 feet

SEPTIC SYSTEM PLOT PLAN: Show septic system plot plan on the back of this page (including all information as set forth above), as well as all distances, nearest property line, buildings, wells, water lines, waterways and indicate North. The location of the replacement leach field shall be shown on the drawing.

Provide all percolation data outlined on page 3 of this booklet. Percolation test procedure shall be signed by Owner/Installer or Professional Engineer.

I hereby verify that the percolation test has been performed in accordance with the procedures listed in this package.

Randy Wirfel 9-30-10
Owner/Installer Dated

Professional Engineer Dated

HOLE NO.	WATER LEVEL DROP (FOR THE ESTABLISHED TIME INTERVAL)						Final Stabilized Drop	Percolation Rate (min/inch)
1	3/4	5/8	5/8				5/8	
2	3/4	5/8	1/2	1/2			1/2	20/1
3	1"	3/4	3/4	5/8			5/8	

Results:

If 3 - 5 holes were tested, the slowest rate was 20 minutes per inch.

If 6 or more holes were tested, the average rate was _____ minutes per inch

The above system was inspected and found to comply with DEQ and Campbell County standards, but this approved inspection in no way guarantees the continued performance of the system.

Approved by Keith Bower

Date Sept-30-10

I have verified that the water table is at least four (4') feet below the lowest level of the leach field on this date.

Inspector's Signature Keith Bower

Date Sept-30-10

SYSTEM DESIGN & INSTALLATION PARAMETERS

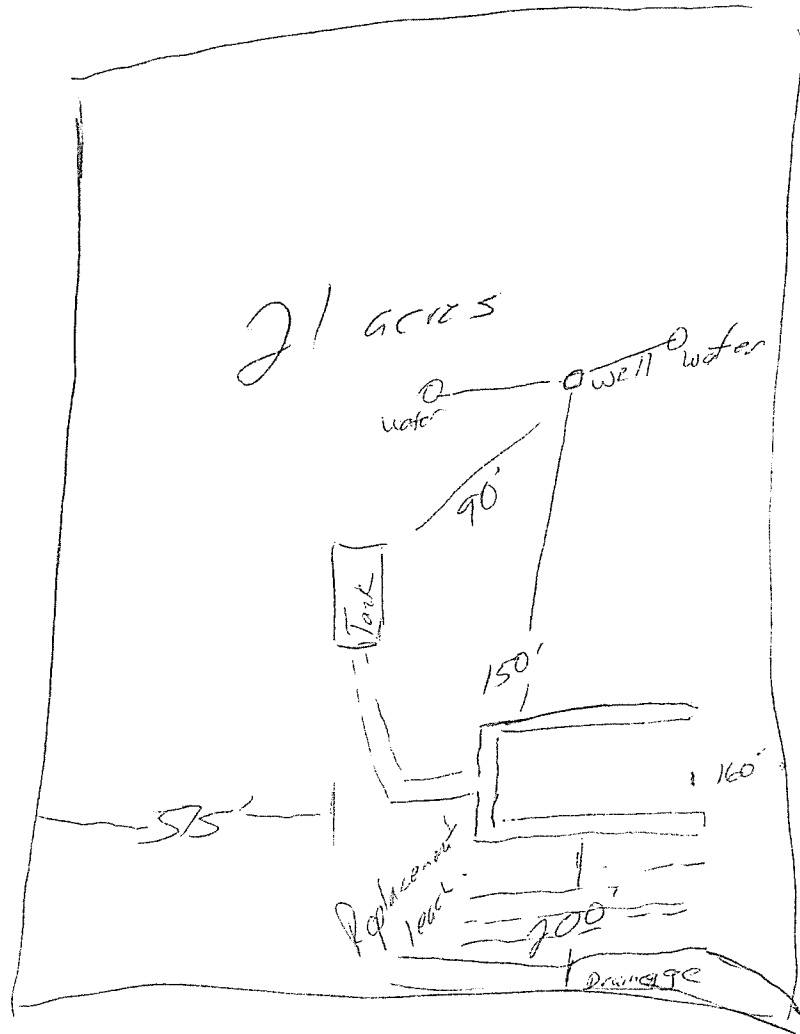
GENERAL

- ☐ Check with the Building and Planning Department for minimum lot size.
- ☐ **All portions of the septic system must be inspected before covering anything up.** The perforated pipe in the drain field should be left exposed for the inspection. Enough rock should be on site to complete the additional two inch required coverage after the field has been inspected. "Infiltrators" should be bedded along their sides as part of the inspection.
- ☐ Complete the plot plan with all details. Use property lines and permanent construction to reference the location of the septic system to facilitate locating the system in the future.
- ☐ This form shall be complete and signed by the person who installed the system at the time of final inspection.
- ☐ A typical Site Plan shall include the following minimum separation distances:

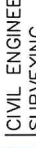
Include DEQ drawing

LEACH FIELD

- ☐ Percolation results are a required component for proper sizing. Refer to the attached percolation procedure. Make sure the percolation results are entered on the form.
- ☐ Check for groundwater before installation of system - ***call Campbell County Building Department for instructions.**
- ☐ Determine the required leach field area or number and size of rockless chamber units.
- ☐ Leach field bottom must be dug level, however the line from the tank to the leach field slopes at 1/4" /ft. minimum. Rock fields must be laid such that the perforated distribution pipe lays level. The distribution pipe should be located centrally if using a trench type with distribution pipes spaced a maximum of ten foot apart in the bed type.
- ☐ Straw or untreated paper (**not tar paper**) should be on site for covering conventional rock fields once the system has been approved. The covering must be a permeable material to allow for air movement.
- ☐ Provide for a minimum of one foot of earth cover over the top of the leach field. Good drainage is essential. The field should not be located in low areas and the earth should mound slightly over the trench or bed for good drainage.



[illegible]



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MATERIAL TESTING

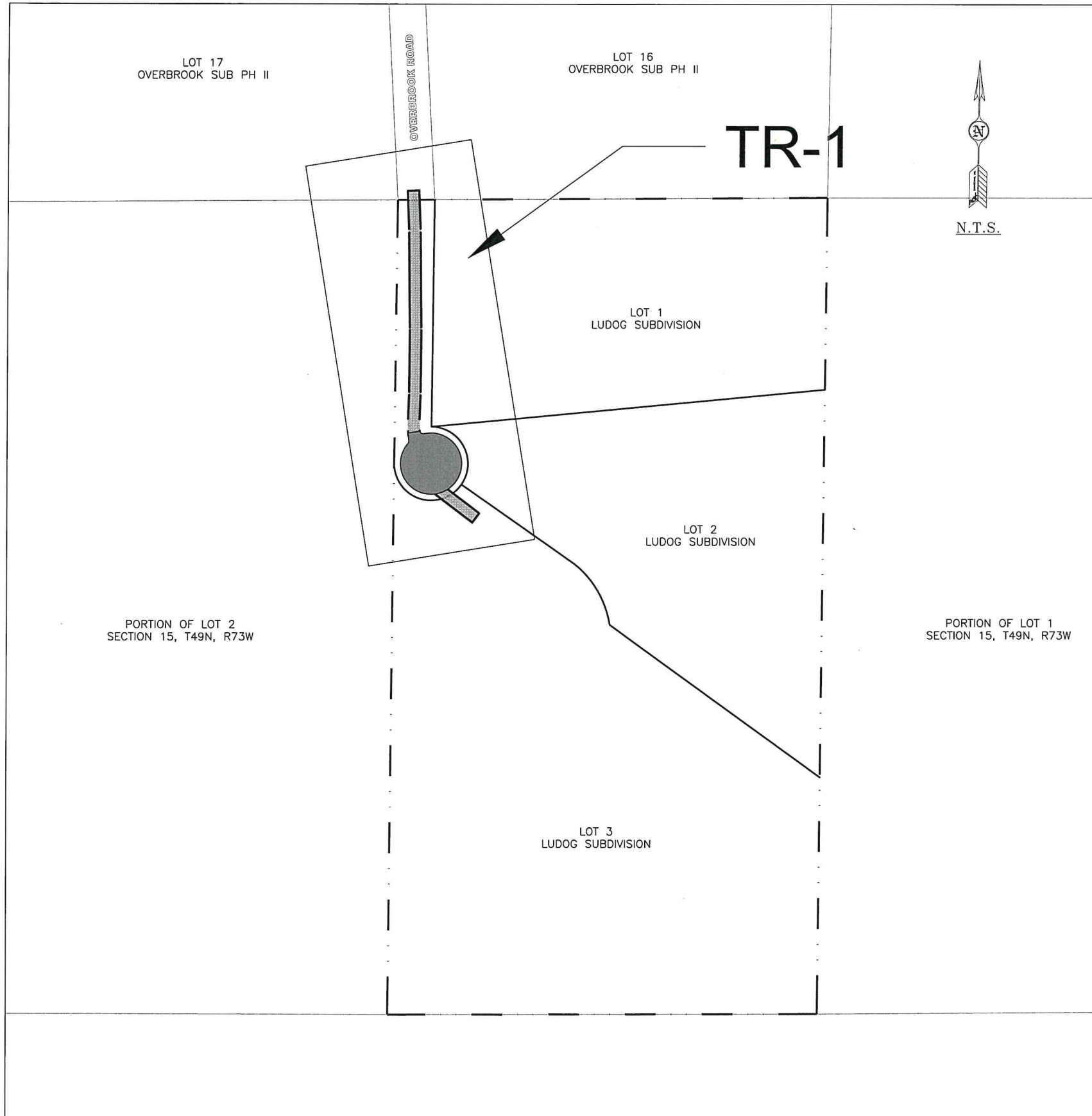
4506 Wigwam Blvd.
P.O. Box 2185
Gillette, Wyoming 82718
307-687-0600

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PCA Project Number: 173608.00	
DATE:	10/12/2021
DRAWN BY:	SMS
APPROVED BY:	TS

COVER SHEET

CS-1



1. CONSTRUCTION AND QUALITY CONTROL SHALL BE IN GENERAL CONFORMANCE WITH THE 2020 CITY OF GILLETTE STANDARD CONSTRUCTION SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING UTILITY LOCATES AND VERIFYING ALL UTILITY LOCATIONS PRIOR TO THE COMMENCEMENT OF WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY AND ALL REQUIRED CONSTRUCTION PERMITS NECESSARY FOR THIS PROJECT.
4. THE CONTRACTOR SHALL PROVIDE PROOF OF INSURANCE.
5. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL WORK FROM DAMAGE BY ANY PERSON.
6. ANY DISTURBED PROPERTY OR SECTION CORNERS ARE TO BE RESET BY A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF WYOMING, AT THE CONTRACTOR'S EXPENSE.
7. GEOTECHNICAL CONDITIONS MAY VARY THROUGHOUT THE CONSTRUCTION AREA. SUITABILITY OF SOILS MAY BE LIMITED FOR ROAD CONSTRUCTION. HOWEVER TYPICAL EQUIPMENT AND CONSTRUCTION PRACTICES ARE DEEMED SUITABLE FOR THIS SITE. SOILS ARE ADEQUATE SUBGRADE FOR THE GRAVEL SECTION PROPOSED

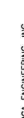
ABBREVIATION LEGEND

EA	EACH	FIL	FILLET
FT	FOOT	C&G	CURB & GUTTER
LF	LINEAL FOOT	LT	LEFT
SF	SQUARE FOOT	RT	RIGHT
CF	CUBIC FOOT	GRVL	GRAVEL
VF	VERTICAL FOOT	PCC	PORTLAND CEMENT CONCRETE
SY	SQUARE YARD	AC	ASPHALTIC CONCRETE
CY	CUBIC YARD	TAC	TOP OF AC PAVEMENT
CFS	CUBIC FEET PER SECOND	TC	TOP OF PCC PAVEMENT
TN	TON	TG	TOP OF GROUND
AC	ACRE	TBC	TOP BACK OF CURB
LS	LUMP SUM	TSP	TOP OF SLOPED PAVING
INS	INSTALL(ED)	TSW	TOP OF PCC SIDEWALK
REM	REMOVE(D)	TW	TOP OF WALL
R&R	REMOVE & REPLACE/REINSTALL	BW	BOTTOM OF WALL
ADJ	ADJUST	FL	FLOW LINE
TAN	TANGENT	LIP	LIP OF CURB
RAD	RADIUS	E.O.L	END OF LINE
FES	FLARED END SECTION	ROW	RIGHT-OF-WAY
PR	PROPOSED	BV	BUTTERFLY VALVE
EX	EXISTING	GV	GATE VALVE
STA	STATION	WS	WATER SERVICE
SW	SIDEWALK	SS	SANITARY SERVICE
DW	DRIVEWAY	CO	CLEANOUT
VG	VALLEY GUTTER	SD	SUB DRAIN

[illegible]

LUDOG SUBDIVISION

OVERALL & NOTES



PCA
ENGINEERING INC.

**CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING**

4506 Wigwam Blvd.
P.O. Box 2185
Gillette, Wyoming 82718
307-687-0600

PROJECT NUMBER: 173808.00

DATE:	10/14/2021
DRAWN BY:	SMS
APPROVED BY:	TS

QUANTITIES AND NOTES

QN-1

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EXISTING LINETYPES, SYMBOLS, AND HATCH PATTERNS

— SA —	SANITARY SEWER	⚡	HIGHWAY R-O-W MONUMENT	⊙	STORM SEWER MANHOLE
— SS —	SANITARY SEWER SERVICE	◇	FOUND BRASS CAP	⊠	GRATED STORM INLET
— W —	WATER LINE	○	FOUND REBAR	⊠	TYPE "B" INLET
— WS —	WATER SERVICE	⊙	FOUND REBAR WITH CAP	⊙	SANITARY SEWER MANHOLE
— SW —	STORM SEWER	⊙	FOUND IRON PIPE	⊙	CLEAN OUT
— ... —	SWALE/FLOWLINE	⊙	SET REBAR WITH CAP	(G)	GAS VALVE
-----	CULVERT	△	CONTROL POINT	G	GAS METER
— OP —	OVERHEAD POWER (3φ)	✦	FOUND SECTION CORNER	☆	STREET LIGHT
— OP —	OVERHEAD POWER (1φ)	✦	FOUND 1/4 CORNER	⋈	GUY WIRE ANCHOR
— UP —	UNDERGROUND POWER (3φ)	✦	FOUND 1/16 CORNER	⋈	POWER POLE
— UP —	UNDERGROUND POWER (1φ)	⊙	BENCHMARK	⋈	POWER POLE W/LIGHT
— — — —	GAS LINE	☆	REFERENCE MONUMENT	⋈	POWER POLE W/GUY
— T —	PHONE LINE	CA	CABLE TV RISER	⋈	POWER POLE W/TRANSFORMER
— FO —	FIBER OPTIC	T	TELEPHONE RISER	CAP	CAPACITOR BANK
— CA —	CABLE TV	W	WATER METER PIT	?	GANG SWITCH
— — — —	PROPERTY/R-O-W LINE	⊙	FIRE HYDRANT	I	COMMON SWITCH
— . . . —	SUBDIVISION BOUNDARY	⊠	GATE VALVE	f	FUSED SWITCH
— — — —	BUILDING SETBACK LINE	⊙	CURB STOP	▲	TRANSFORMER SINGLE PHASE
-----	EASEMENT LINE	⊠	11 1/4' BEND	▲	TRANSFORMER 3 PHASE
— □ —	GUARDRAIL	⊠	22 1/2' BEND	VFI	VARIABLE FREQUENCY INTERRUPT
— ○ —	CHAINLINK FENCE LINE	⊠	45' BEND	E	ELECTRICAL VAULT
— X —	BARBED WIRE FENCE LINE	⊠	CAP (END OF LINE PLUG)	M	ELECTRICAL METER CABINET
— □ —	PRIVACY FENCE	⊠	COUPLER	E	ELECTRICAL METER
— ○ —	METAL FENCE LINE	⊠	CROSS	OCB	OVERCURRENT BAY
— CONTOUR-TEXT —	MAJOR (10') CONTOUR LINE	⊠	DEFLECTION COUPLER	N	SWITCH CABINET
— CONTOUR-TEXT —	MINOR (2') CONTOUR LINE	⊠	TEE	E	STREET LIGHT PEDISTAL
— — — —	TOWNSHIP LINE	⊠	REDUCER	E	SECONDARY PEDISTAL
— — — —	SECTION LINE	☁	HEDGE/TREE LINE	▨	JUNCTION BOX SINGLE PHASE
— — — —	QUARTER SECTION LINE			▨	JUNCTION BOX THREE PHASE
— — — —	SIXTEENTH SECTION LINE			F	FIBER OPTIC PEDISTAL
— — — —	STRUCTURE			F	FIBER OPTIC VAULT
— — — —	EXISTING CONCRETE (AR-CONC SCALE:0.01, RT:0')			⊙	SPRINKLER HEAD
— — — —	EXISTING ASPHALT (SOLID SCALE:1.00, RT:0')			⊙	IRRIGATION CONTROL
— — — —	EXISTING GRAVEL SURFACE (GRAVEL SCALE:0.10, RT:0')			⊙	CONIFEROUS TREE
				⊙	DECIDUOUS TREE
				⊙	BUSH
				⊙	1 POLE SIGN
				⊙	BOREHOLE
				⊙	MONITORING WELL
				⊙	TRAFFIC SIGNAL

PROPOSED LINETYPES, SYMBOLS, AND HATCH PATTERNS

— SA —	SANITARY SEWER	CA	CABLE TV RISER	⊙	STORM SEWER MANHOLE
— SS —	SANITARY SEWER SERVICE	T	TELEPHONE RISER	⊠	GRATED STORM INLET
— W —	WATER LINE	W	WATER METER PIT	⊠	TYPE "B" INLET
— WS —	WATER SERVICE	⊙	FIRE HYDRANT	⊙	SANITARY SEWER MANHOLE
— SW —	STORM SEWER	⊠	GATE VALVE	⊙	CLEAN OUT
— ... —	SWALE/FLOWLINE	⊙	CURB STOP	(G)	GAS VALVE
-----	CULVERT	⊠	11 1/4' BEND	G	GAS METER
— OP —	OVERHEAD POWER (3φ)	⊠	22 1/2' BEND	☆	STREET LIGHT
— OP —	OVERHEAD POWER (1φ)	⊠	45' BEND	⋈	GUY WIRE ANCHOR
— UP —	UNDERGROUND POWER (3φ)	⊠	CAP (END OF LINE PLUG)	⋈	POWER POLE
— UP —	UNDERGROUND POWER (1φ)	⊠	COUPLER	⋈	POWER POLE W/LIGHT
— GAS —	GAS LINE	⊠	CROSS	⋈	POWER POLE W/GUY
— T —	PHONE LINE	⊠	DEFLECTION COUPLER	⋈	POWER POLE W/TRANSFORMER
— FO —	FIBER OPTIC	⊠	TEE	CAP	CAPACITOR BANK
— CA —	CABLE TV	⊠	REDUCER	?	GANG SWITCH
— — — —	PROPERTY/R-O-W LINE	⊙	STORM SEWER MANHOLE	I	COMMON SWITCH
— . . . —	SUBDIVISION BOUNDARY			f	FUSED SWITCH
— — — —	BUILDING SETBACK LINE			▲	TRANSFORMER SINGLE PHASE
-----	EASEMENT LINE			▲	TRANSFORMER 3 PHASE
— □ —	GUARDRAIL			VFI	VARIABLE FREQUENCY INTERRUPT
— ○ —	CHAINLINK FENCE LINE			E	ELECTRICAL VAULT
— X —	BARBED WIRE FENCE LINE			M	ELECTRICAL METER CABINET
— □ —	PRIVACY FENCE			E	ELECTRICAL METER
— ○ —	METAL FENCE LINE			OCB	OVERCURRENT BAY
— CONTOUR-TEXT —	MAJOR (10') CONTOUR LINE			N	SWITCH CABINET
— CONTOUR-TEXT —	MINOR (2') CONTOUR LINE			E	STREET LIGHT PEDISTAL
— — — —	LIMITS OF CONSTRUCTION			E	SECONDARY PEDISTAL
— SF —	SILT FENCE			▨	JUNCTION BOX SINGLE PHASE
▨	PROPOSED STRUCTURE (ANSI31 SCALE:0.40, RT:0')			▨	JUNCTION BOX THREE PHASE
▨	PROPOSED CONCRETE (AR-CONC SCALE:0.01, RT:0')			F	FIBER OPTIC PEDISTAL
▨	PROPOSED ASPHALT (SOLID SCALE:1.00, RT:0')			F	FIBER OPTIC VAULT
▨	PROPOSED GRAVEL SURFACE (GRAVEL SCALE:0.10, RT:0')			⊙	SPRINKLER HEAD
				⊙	IRRIGATION CONTROL
				⊙	CONIFEROUS TREE
				⊙	DECIDUOUS TREE
				⊙	BUSH
				⊙	1 POLE SIGN
				⊙	BOREHOLE
				⊙	MONITORING WELL
				⊙	TRAFFIC SIGNAL

OUTLET STRUCTURE PROTECTION	OSP
ROUGH CUT STREET CONTROL	RCSC
RIPRAP FOR CULVERT PROTECTION	RRC
SEEDING AND MULCHING	SM
STABILIZED STAGING AREA	SSA
VEHICLE TRACKING CONTROL	VTC
SEDIMENT CONTROL LOG (WATTLE)	SCL
EROSION CONTROL BLANKET	ECB

146

DATE

REVISION DESCRIPTION

REV. #

LUDOG SUBDIVISION

LEGENDS

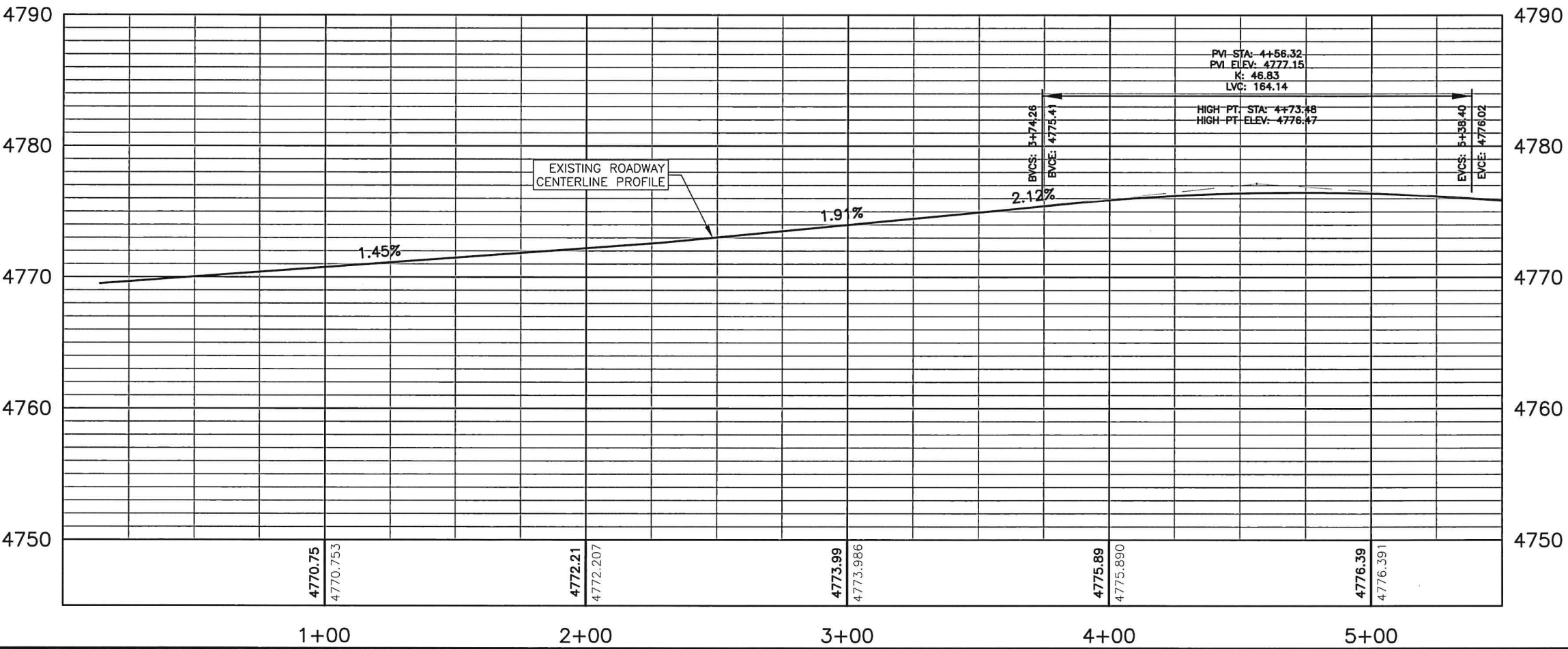
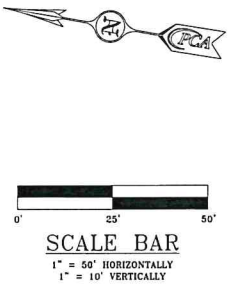
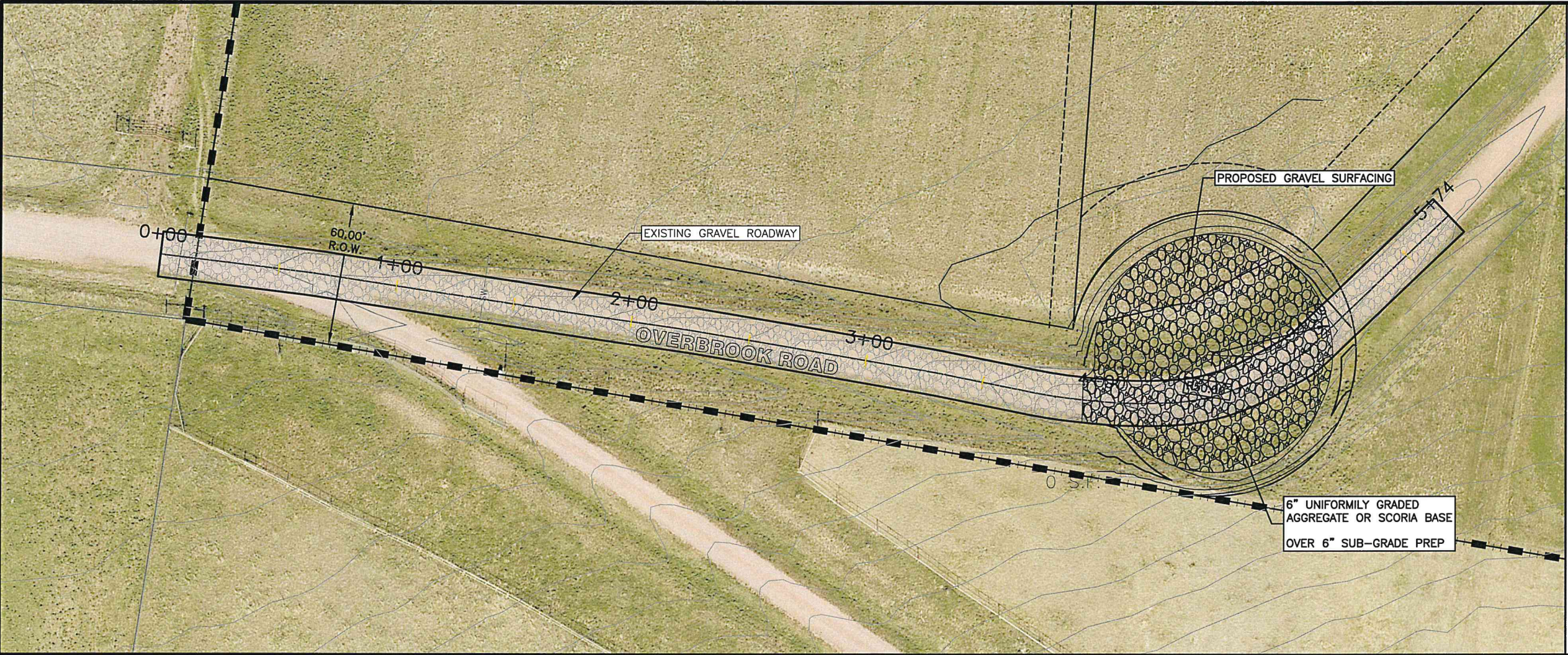
CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING
ENGINEERING INC.

4506 Wigwam Blvd.
P.O. Box 2185
Glenview, WA 982718
360-667-0600

PCA Project Number: 173808.00

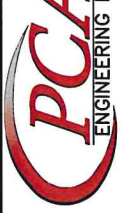
DATE: 10/12/2021
DRAWN BY: SMS
APPROVED BY: TS

LEGENDS
LG-1



REV. #	REVISION DESCRIPTION	DATE	BY
1	L47		

LUDOG SUBDIVISION
OVERBROOK ROAD PLAN & PROFILE
STA. 0+00 - STA. 4+52



CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING
ENGINEERING INC.

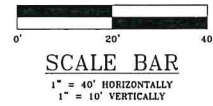
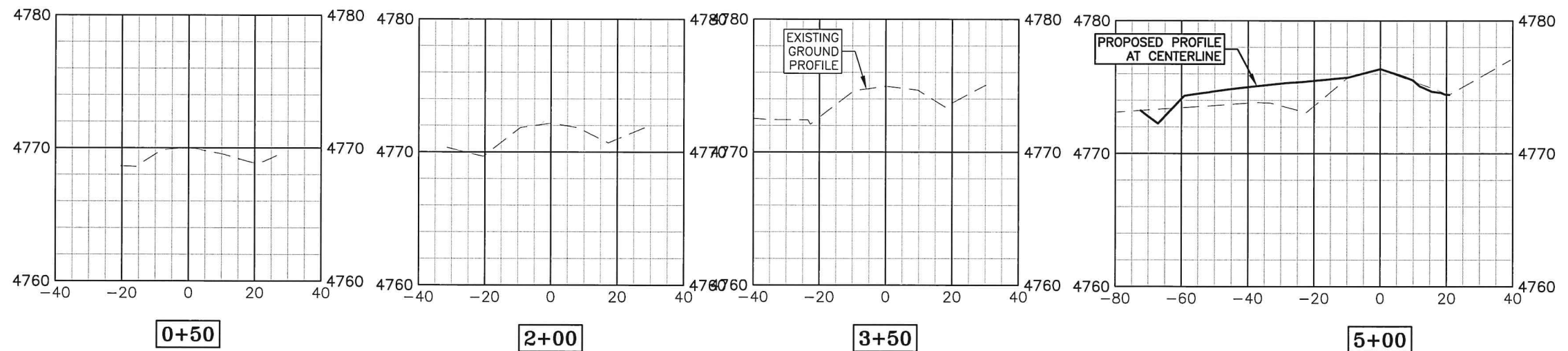
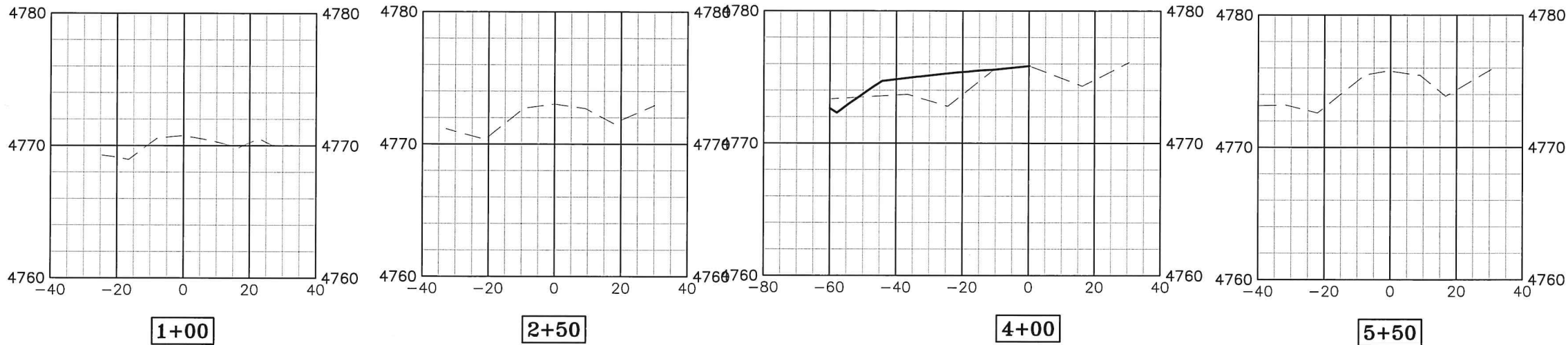
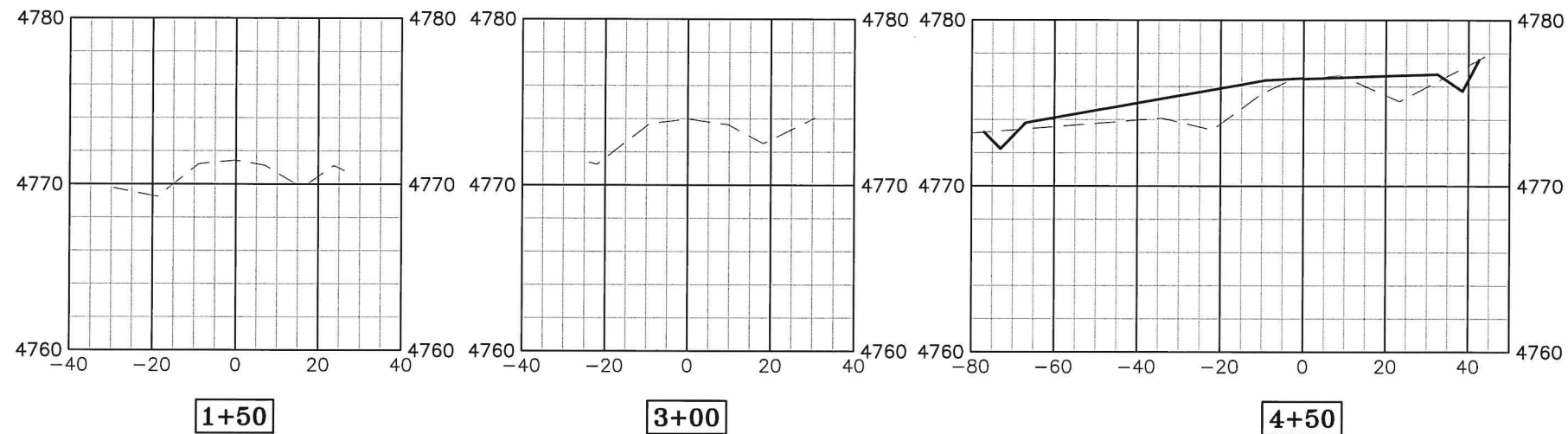
4506 Wigwam Blvd.
P.O. Box 2185
Gillette, Wyoming 82718
307-687-0600

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PCA Project Number: 173808.00

DATE: 10/14/2021
DRAWN BY: SMS
APPROVED BY: JS

OVERBROOK ROAD P&P
TR-1



REV.	DESCRIPTION	DATE	BY
1	148		

LUDOG SUBDIVISION
OVERBROOK ROAD CROSS SECTIONS
STA. 0+50 - STA. 5+50

PCA
ENGINEERING INC.

CIVIL ENGINEERING
SURVEYING
MATERIAL TESTING

4506 Wigwam Blvd.
P.O. Box 2185
Guthrie, WI 53001
307-887-0600

PCA Project Number: 173808.00

DATE: 10/12/2021
 DRAWN BY: SMS
 APPROVED BY: TS

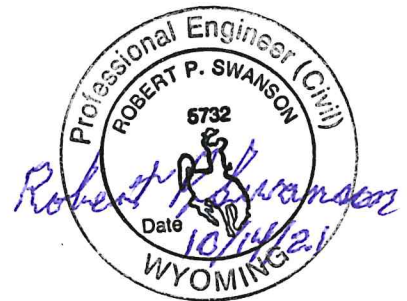
OVERBROOK ROAD X SECTIONS
 TR-2

**SOIL REPORT
LUDOG SUBDIVISION
Located in the
NW 1/4, NE 1/4, SEC 15
T49N, R73W
Campbell County, Wyoming**

PCA Project No. 213895.016

Prepared For:
Randy Wirfel
215 Overbrook Road
Gillette, WY 82718

Prepared by:
PCA Engineering, Inc.
P.O. Box 2185
Gillette, WY 82717-2185
(307) 687-0600



QUALITY

INTEGRITY

SERVICE

October 13, 2021

Campbell County Engineer's Office
500 S. Gillette Avenue
Gillette, WY 82716

**Re: LUDOG SUBDIVISION
Soil Suitability Report**

Dear Sirs:

The following information has been gathered from the Natural Resources Conservation Service (NRCS) for the referenced subdivision as per the Campbell County Subdivision Regulations, 2020. This report provides a general overview of the soil types and suitability. See the attachments for definitions of rating terminology used herein.

The soils types for this proposed development are shown on the attached materials from the Natural Resources Conservation Service (NRCS). The predominate soils types in this subdivision are Leiter-Cromack clay loams and Ucross-Iwait-Fairburn loams.

The soils in the general area are very limiting for standard foundation construction with and without basements and may require site specific design. The reason for the limiting factors of soil at this location is shrink-swell potential, depth to soft bedrock and surface slope. The lots in the proposed subdivision will be graded as a part of the individual lot development and it is recommended that site specific soils be evaluated prior to design and construction of foundations when the specific site and construction type is defined.

The soils in the general area are somewhat limiting for shallow excavations and may require site specific design and special construction methods. The reasons for the limiting factors of this soil for shallow excavations is dust, depth to soft bedrock, and unstable excavation walls. Shallow excavations may require dust control measures and soft bedrock may be encountered.

The soils in the general area are very limiting for septic tank absorption fields because of the depth to bedrock and slow water movement.

There is only a short section of road planned within this subdivision, however the owner of each lot will be responsible for constructing the driveway into their individual lot. The soils at this location are very limiting for the construction of local road and driveway fill materials due to low strength and susceptibility to frost action. These limitations can be overcome by proper moisture conditioning and compaction of the fill material as it is placed.

The soils have a high to moderate corrosion rating for bare steel; therefore it is recommended that all culverts be HDPE smooth lined culverts.

Attached are copies of reports for the soils data available from NRCS and a map showing the approximate limits of the soil types in the general area.

If you have any questions please contact me at our office 687-0600, fax 687-7022, or email pca@pcaengsur.com.

Sincerely,

PCA ENGINEERING, INC.

Robert P. Swanson, P.E.

RPS/rps

Attachments

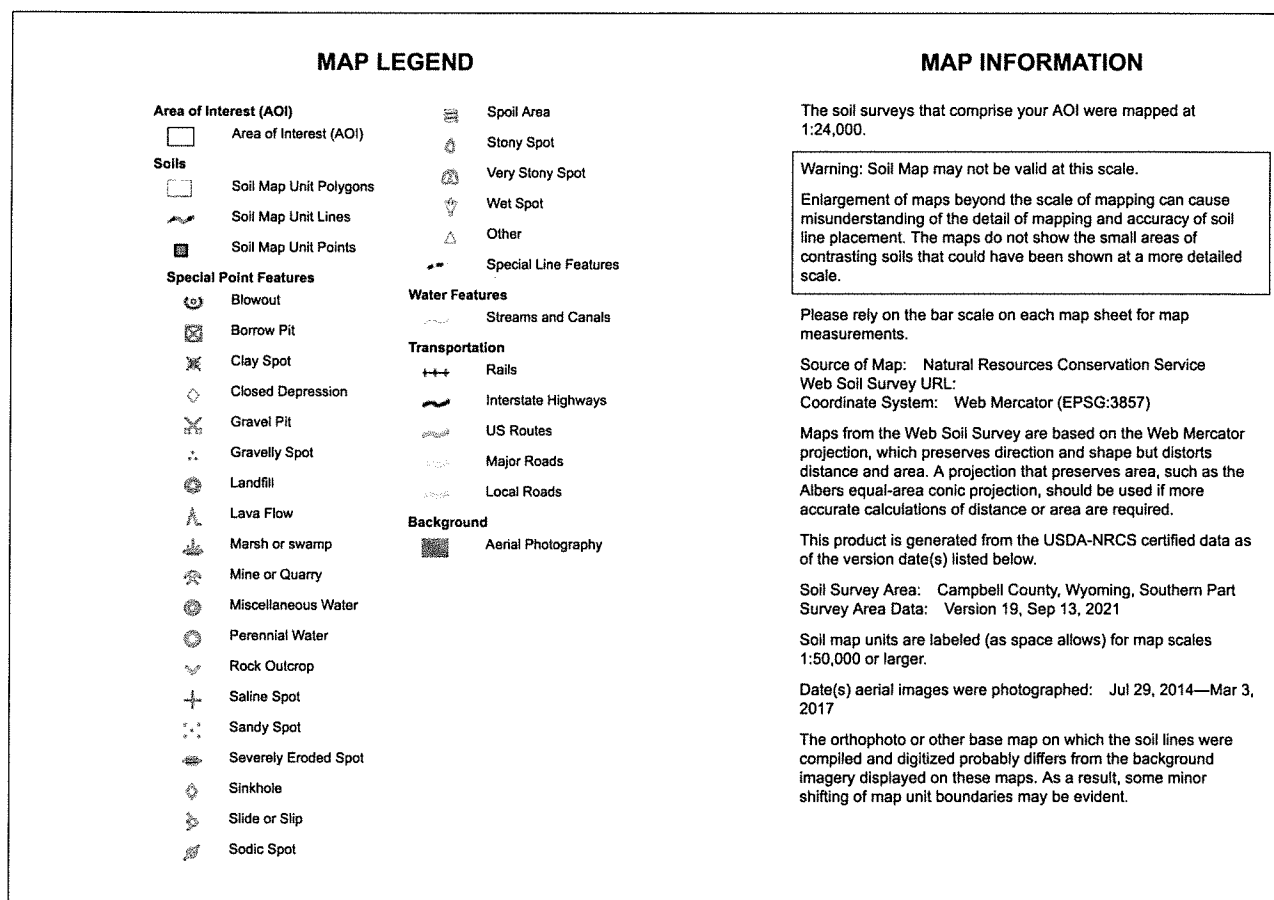
NRCS Soil Map of Ludog Subdivision
NRCS Report for Dwellings With Basements
NRCS Report for Dwellings Without Basements
NRCS Report for Roads and Streets
NRCS Report for Shallow Excavations
NRCS Report for Corrosion of Steel
NRCS Report for Septic Tank Absorption Fields

NRCS Soil Map
of
Ludog Subdivision

Soil Map—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Soil Map—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Map Unit Legend

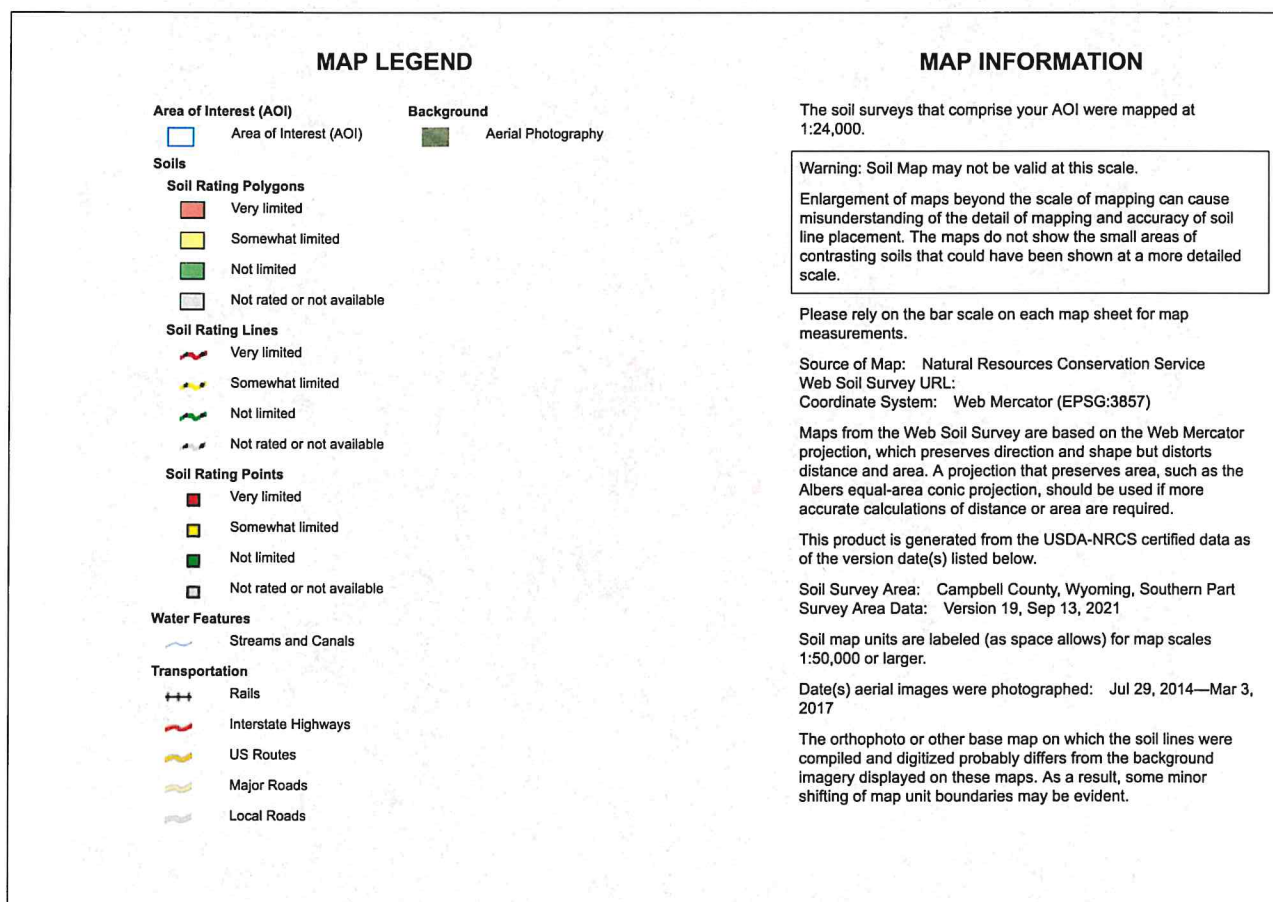
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
176	Leiter-Cromack clay loams, 3 to 15 percent slopes	14.0	65.1%
225	Ucross-Iwait-Fairburn loams, 3 to 30 percent slopes	7.5	34.9%
Totals for Area of Interest		21.5	100.0%

NRCS Report
for
Dwellings With Basements

Dwellings With Basements—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Dwellings With Basements—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Dwellings With Basements

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
176	Leiter-Cromack clay loams, 3 to 15 percent slopes	Very limited	Leiter (50%)	Shrink-swell (1.00)	14.0	65.1%
				Depth to soft bedrock (0.20)		
			Cromack (30%)	Shrink-swell (1.00)		
				Depth to soft bedrock (0.54)		
			Fairburn (5%)	Depth to soft bedrock (1.00)		
			Samsil (5%)	Depth to soft bedrock (1.00)		
225	Ucross-lwait-Fairburn loams, 3 to 30 percent slopes	Very limited	Ucross (35%)	Slope (1.00)	7.5	34.9%
				Depth to soft bedrock (0.35)		
				Shrink-swell (0.08)		
			Fairburn (20%)	Depth to soft bedrock (1.00)		
				Slope (1.00)		
			Pitchdraw (5%)	Slope (1.00)		
				Depth to soft bedrock (0.35)		
			Cromack (5%)	Shrink-swell (1.00)		
				Slope (1.00)		
				Depth to soft bedrock (0.54)		
Totals for Area of Interest					21.5	100.0%

Rating	Acres in AOI	Percent of AOI
Very limited	21.5	100.0%
Totals for Area of Interest	21.5	100.0%

Description

Dwellings are single-family houses of three stories or less. For dwellings with basements, the foundation is assumed to consist of spread footings of reinforced concrete built on undisturbed soil at a depth of about 7 feet.

The ratings for dwellings are based on the soil properties that affect the capacity of the soil to support a load without movement and on the properties that affect excavation and construction costs. The properties that affect the load-supporting capacity include depth to a water table, ponding, flooding, subsidence, linear extensibility (shrink-swell potential), and compressibility. Compressibility is inferred from the Unified classification of the soil. The properties that affect the ease and amount of excavation include depth to a water table, ponding, flooding, slope, depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, and the amount and size of rock fragments.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

The map unit components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as listed for the map unit. The percent composition of each component in a particular map unit is presented to help the user better understand the percentage of each map unit that has the rating presented.

Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

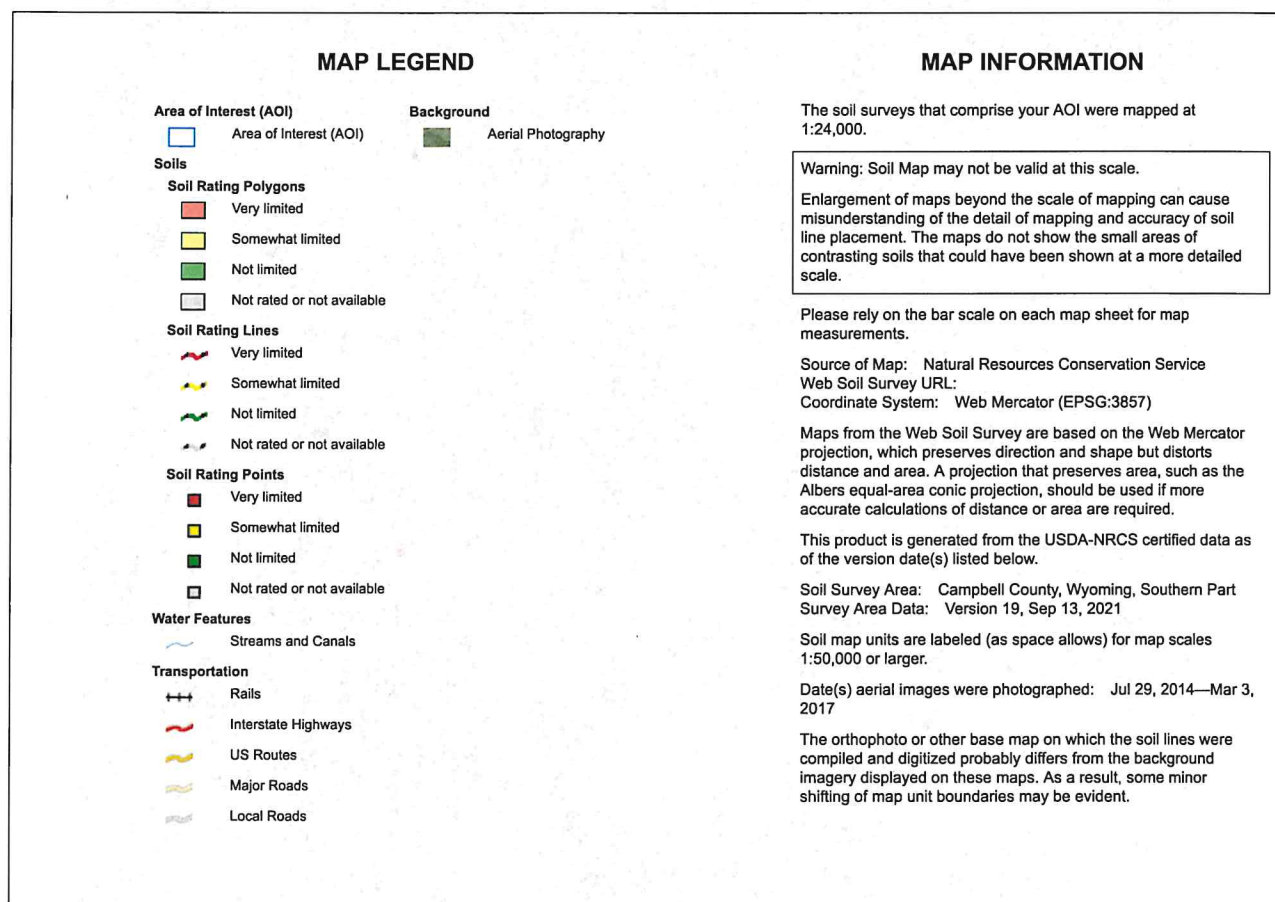
Tie-break Rule: Higher

NRCS Report
for
Dwellings Without Basements

Dwellings Without Basements—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Dwellings Without Basements—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Dwellings Without Basements

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
176	Leiter-Cromack clay loams, 3 to 15 percent slopes	Very limited	Leiter (50%)	Shrink-swell (1.00)	14.0	65.1%
			Cromack (30%)	Shrink-swell (1.00)		
225	Ucross-lwait-Fairburn loams, 3 to 30 percent slopes	Very limited	Ucross (35%)	Slope (1.00)	7.5	34.9%
				Shrink-swell (0.08)		
			Fairburn (20%)	Slope (1.00)		
				Depth to soft bedrock (0.50)		
			Pitchdraw (5%)	Slope (1.00)		
			Cromack (5%)	Shrink-swell (1.00)		
				Slope (1.00)		
Totals for Area of Interest					21.5	100.0%

Rating	Acres in AOI	Percent of AOI
Very limited	21.5	100.0%
Totals for Area of Interest	21.5	100.0%

Description

Dwellings are single-family houses of three stories or less. For dwellings without basements, the foundation is assumed to consist of spread footings of reinforced concrete built on undisturbed soil at a depth of 2 feet or at the depth of maximum frost penetration, whichever is deeper.

The ratings for dwellings are based on the soil properties that affect the capacity of the soil to support a load without movement and on the properties that affect excavation and construction costs. The properties that affect the load-supporting capacity include depth to a water table, ponding, flooding, subsidence, linear extensibility (shrink-swell potential), and compressibility. Compressibility is inferred from the Unified classification of the soil. The properties that affect the ease and amount of excavation include depth to a water table, ponding, flooding, slope, depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, and the amount and size of rock fragments.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

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Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

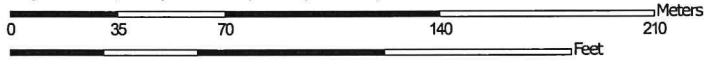
NRCS Report
for
Roads and Streets

Local Roads and Streets—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Soil Map may not be valid at this scale.

Map Scale: 1:2,370 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84

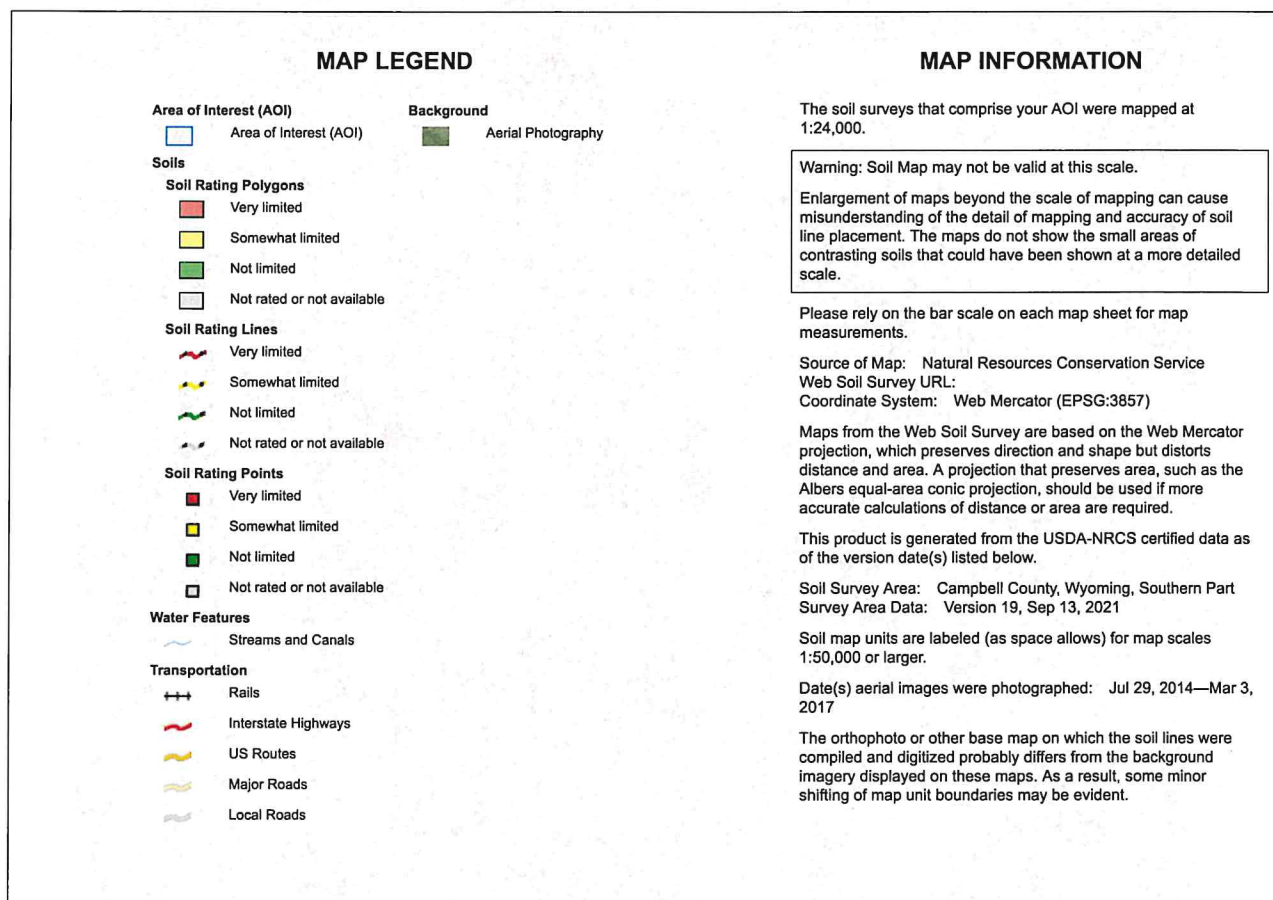


Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

10/12/2021
Page 1 of 6

Local Roads and Streets—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Local Roads and Streets

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
176	Leiter-Cromack clay loams, 3 to 15 percent slopes	Very limited	Leiter (50%)	Shrink-swell (1.00)	14.0	65.1%
				Low strength (1.00)		
			Cromack (30%)	Shrink-swell (1.00)		
				Low strength (1.00)		
			Moorhead (5%)	Low strength (1.00)		
				Shrink-swell (1.00)		
			Samsil (5%)	Depth to soft bedrock (1.00)		
				Low strength (1.00)		
225	Ucross-lwait-Fairburn loams, 3 to 30 percent slopes	Very limited	Ucross (35%)	Slope (1.00)	7.5	34.9%
				Low strength (0.56)		
				Frost action (0.50)		
				Shrink-swell (0.08)		
			Fairburn (20%)	Depth to soft bedrock (1.00)		
				Slope (1.00)		
				Frost action (0.50)		
				Low strength (0.22)		
			Pitchdraw (5%)	Slope (1.00)		
				Frost action (0.50)		
			Cromack (5%)	Shrink-swell (1.00)		
				Low strength (1.00)		
				Slope (1.00)		
			Totals for Area of Interest			

Rating	Acres in AOI	Percent of AOI
Very limited	21.5	100.0%
Totals for Area of Interest	21.5	100.0%

Description

Local roads and streets have an all-weather surface and carry automobile and light truck traffic all year. They have a subgrade of cut or fill soil material; a base of gravel, crushed rock, or soil material stabilized by lime or cement; and a surface of flexible material (asphalt), rigid material (concrete), or gravel with a binder. The ratings are based on the soil properties that affect the ease of excavation and grading and the traffic-supporting capacity. The properties that affect the ease of excavation and grading are depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, depth to a water table, ponding, flooding, the amount of large stones, and slope. The properties that affect the traffic-supporting capacity are soil strength (as inferred from the AASHTO group index number), subsidence, linear extensibility (shrink-swell potential), the potential for frost action, depth to a water table, and ponding.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

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Rating Options

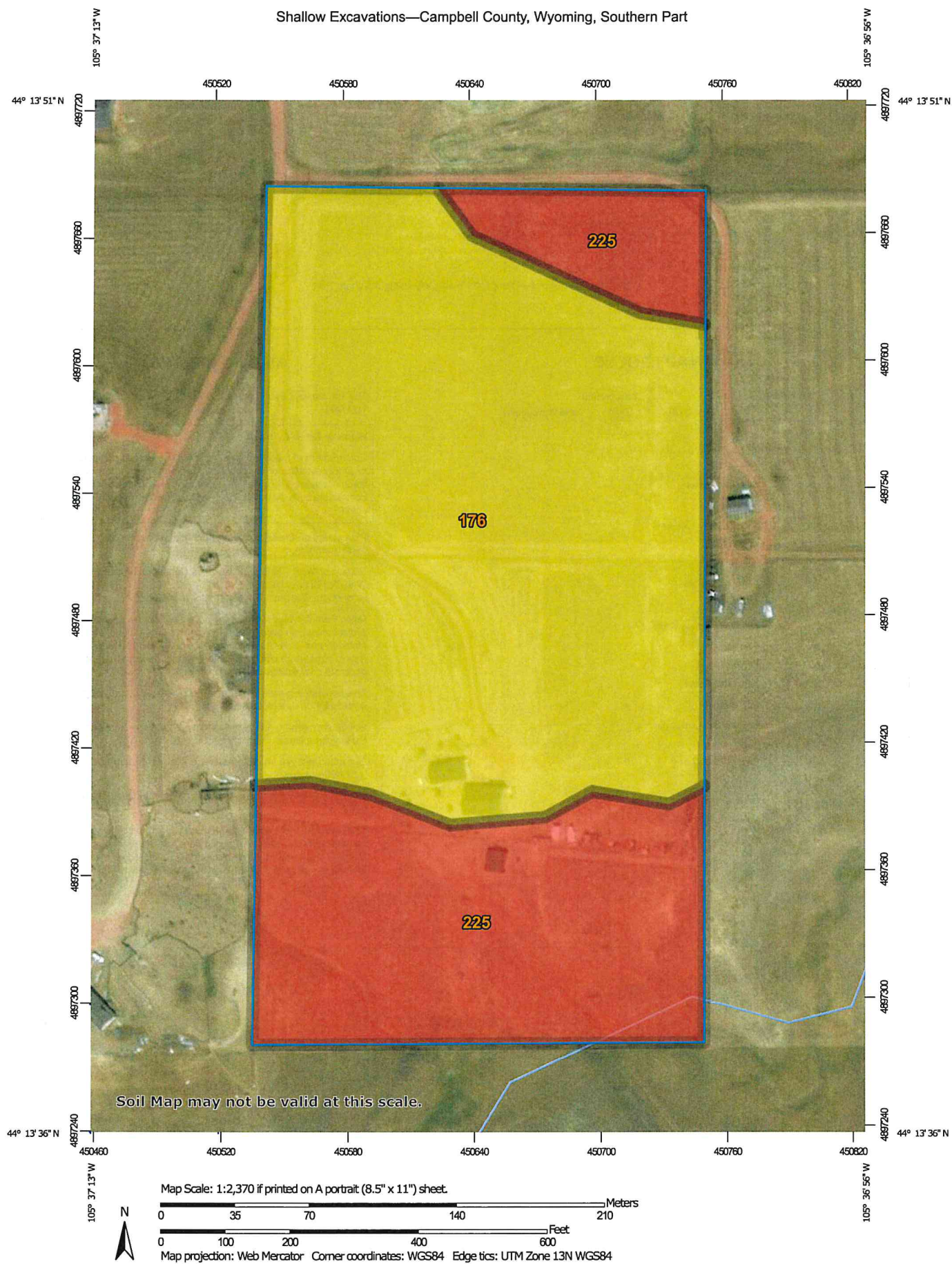
Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

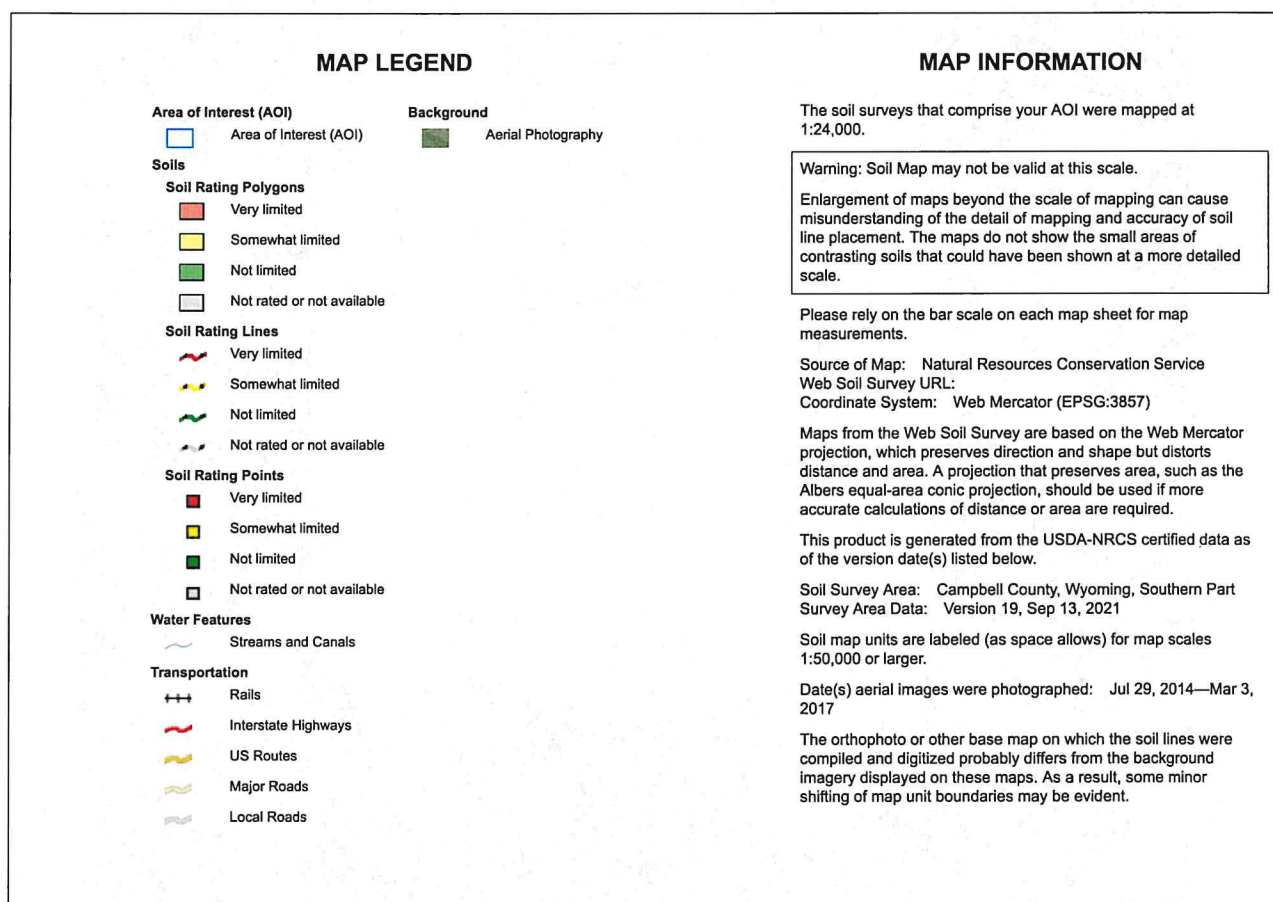
Tie-break Rule: Higher

NRCS Report
For
Shallow Excavations

Shallow Excavations—Campbell County, Wyoming, Southern Part



Shallow Excavations—Campbell County, Wyoming, Southern Part



Shallow Excavations

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
176	Leiter-Cromack clay loams, 3 to 15 percent slopes	Somewhat limited	Leiter (50%)	Dusty (0.26)	13.8	65.3%
				Depth to soft bedrock (0.20)		
				Too clayey (0.02)		
				Unstable excavation walls (0.01)		
			Cromack (30%)	Depth to soft bedrock (0.54)		
				Unstable excavation walls (0.51)		
				Dusty (0.25)		
				Too clayey (0.02)		
			Ucross (5%)	Depth to soft bedrock (0.35)		
				Dusty (0.22)		
				Unstable excavation walls (0.01)		
			Moorhead (5%)	Dusty (0.26)		
				Too clayey (0.02)		
				Unstable excavation walls (0.01)		
225	Ucross-Iwait-Fairburn loams, 3 to 30 percent slopes	Very limited	Ucross (35%)	Slope (1.00)	7.3	34.7%
				Depth to soft bedrock (0.35)		
				Dusty (0.24)		
				Unstable excavation walls (0.01)		
			Fairburn (20%)	Depth to soft bedrock (1.00)		
				Slope (1.00)		
				Dusty (0.24)		
				Unstable excavation walls (0.01)		
			Pitchdraw (5%)	Slope (1.00)		

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
				Depth to soft bedrock (0.35)		
				Unstable excavation walls (0.01)		
			Cromack (5%)	Slope (1.00)		
				Depth to soft bedrock (0.54)		
				Dusty (0.26)		
				Unstable excavation walls (0.14)		
				Too clayey (0.02)		
Totals for Area of Interest					21.1	100.0%

Rating	Acres in AOI	Percent of AOI
Somewhat limited	13.8	65.3%
Very limited	7.3	34.7%
Totals for Area of Interest	21.1	100.0%

Description

Shallow excavations are trenches or holes dug to a maximum depth of 5 or 6 feet for graves, utility lines, open ditches, or other purposes. The ratings are based on the soil properties that influence the ease of digging and the resistance to sloughing. Depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, the amount of large stones, and dense layers influence the ease of digging, filling, and compacting. Depth to the seasonal high water table, flooding, and ponding may restrict the period when excavations can be made. Slope influences the ease of using machinery. Soil texture, depth to the water table, and linear extensibility (shrink-swell potential) influence the resistance to sloughing.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

The map unit components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as listed for the map unit. The percent composition of each component in a particular map unit is presented to help the user better understand the percentage of each map unit that has the rating presented.

Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

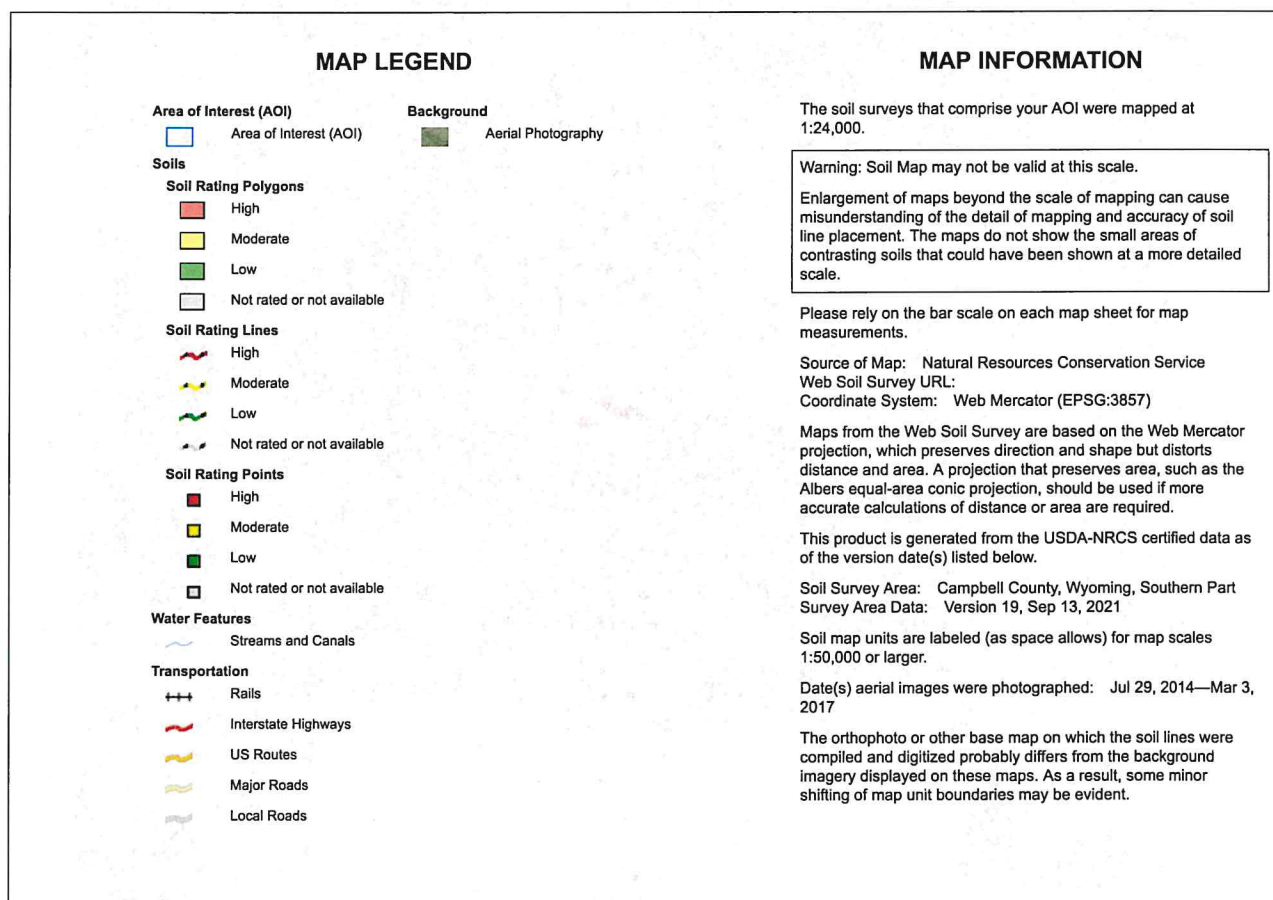
Tie-break Rule: Higher

NRCS Report
for
Steel Corrosion

Corrosion of Steel—Campbell County, Wyoming, Southern Part



Corrosion of Steel—Campbell County, Wyoming, Southern Part



Corrosion of Steel

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
176	Leiter-Cromack clay loams, 3 to 15 percent slopes	High	13.8	65.3%
225	Ucross-Iwait-Fairburn loams, 3 to 30 percent slopes	Moderate	7.3	34.7%
Totals for Area of Interest			21.1	100.0%

Description

"Risk of corrosion" pertains to potential soil-induced electrochemical or chemical action that corrodes or weakens uncoated steel. The rate of corrosion of uncoated steel is related to such factors as soil moisture, particle-size distribution, acidity, and electrical conductivity of the soil. Special site examination and design may be needed if the combination of factors results in a severe hazard of corrosion. The steel in installations that intersect soil boundaries or soil layers is more susceptible to corrosion than the steel in installations that are entirely within one kind of soil or within one soil layer.

The risk of corrosion is expressed as "low," "moderate," or "high."

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

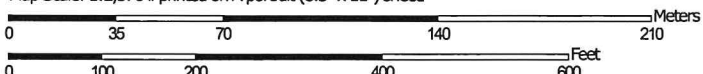
NRCS Report
for
Septic Tank Absorption Fields

Septic Tank Absorption Fields—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Soil Map may not be valid at this scale.

Map Scale: 1:2,370 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84

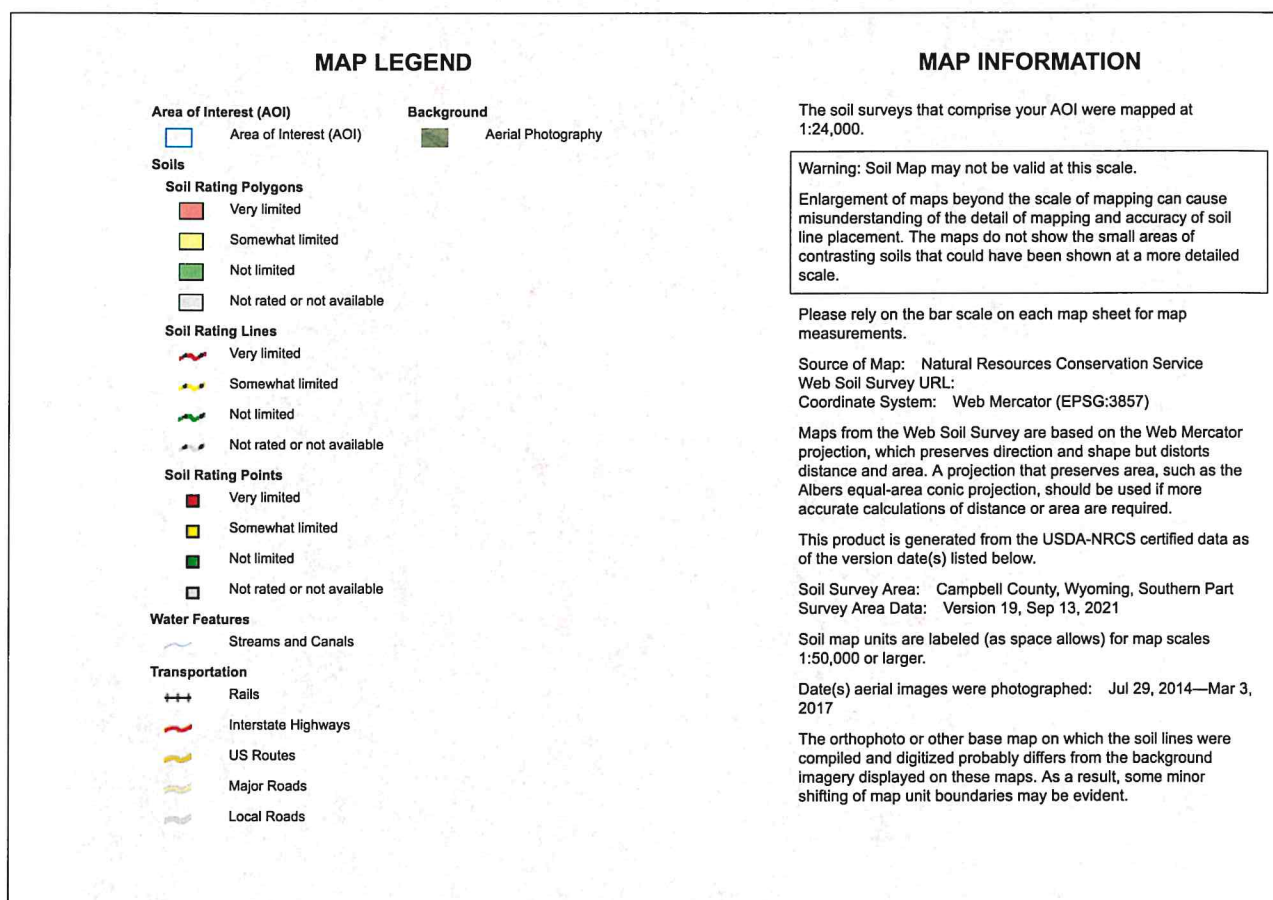


Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

10/12/2021
Page 1 of 6

Septic Tank Absorption Fields—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Septic Tank Absorption Fields

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
176	Leiter-Cromack clay loams, 3 to 15 percent slopes	Very limited	Leiter (50%)	Depth to bedrock (1.00)	14.0	65.1%
				Slow water movement (1.00)		
			Cromack (30%)	Slow water movement (1.00)		
				Depth to bedrock (1.00)		
			Fairburn (5%)	Depth to bedrock (1.00)		
			Ucross (5%)	Depth to bedrock (1.00)		
				Slow water movement (0.47)		
			Moorhead (5%)	Slow water movement (1.00)		
225	Ucross-Iwait-Fairburn loams, 3 to 30 percent slopes	Very limited	Ucross (35%)	Depth to bedrock (1.00)	7.5	34.9%
				Slope (1.00)		
				Slow water movement (0.47)		
			Fairburn (20%)	Depth to bedrock (1.00)		
				Slope (1.00)		
			Pitchdraw (5%)	Depth to bedrock (1.00)		
				Slope (1.00)		
			Elwop (5%)	Depth to bedrock (1.00)		
				Slow water movement (0.47)		
				Slope (0.04)		
			Cromack (5%)	Depth to bedrock (1.00)		

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
				Slow water movement (1.00)		
				Slope (1.00)		
Totals for Area of Interest					21.5	100.0%

Rating	Acres in AOI	Percent of AOI
Very limited	21.5	100.0%
Totals for Area of Interest	21.5	100.0%

Description

Septic tank absorption fields are areas in which effluent from a septic tank is distributed into the soil through subsurface tiles or perforated pipe. Only that part of the soil between depths of 24 and 60 inches is evaluated. The ratings are based on the soil properties that affect absorption of the effluent, construction and maintenance of the system, and public health. Saturated hydraulic conductivity (Ksat), depth to a water table, ponding, depth to bedrock or a cemented pan, and flooding affect absorption of the effluent. Stones and boulders, ice, and bedrock or a cemented pan interfere with installation. Subsidence interferes with installation and maintenance. Excessive slope may cause lateral seepage and surfacing of the effluent in downslope areas.

Some soils are underlain by loose sand and gravel or fractured bedrock at a depth of less than 4 feet below the distribution lines. In these soils the absorption field may not adequately filter the effluent, particularly when the system is new. As a result, the ground water may become contaminated.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

The map unit components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as listed for the map unit. The percent composition of each component in a particular map unit is presented to help the user better understand the percentage of each map unit that has the rating presented.

Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

DRAINAGE REPORT
for
LUDOG SUBDIVISION

Project No. 213895.016

Prepared For:

Randy Wirfel
215 Overbrook Road
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October 2021

Prepared By:

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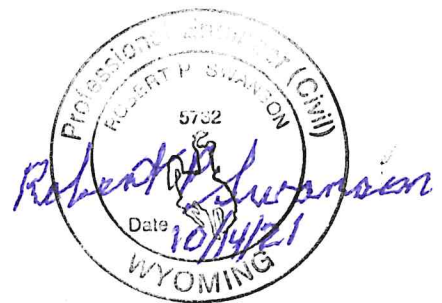


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TIME OF CONCENTRATION SPREADSHEETS	C
HYDROLOGIC SOIL GROUP MAP	D

PURPOSE

The purpose of this study is to analyze and review the existing drainage in the vicinity of the Ludog Subdivision and to develop a plan for the proposed drainage system within the subdivision. The study addresses existing and developed peak runoff rates to develop a plan which will limit developed storm runoff rates to be similar to the historic runoff rates onto adjacent properties and drainage systems. It is not the intent of this subdivision to provide any detention above and beyond that which is required to maintain existing runoff rates from this subdivision or the upstream drainage basin.

LOCATION

Ludog Subdivision is located in the NW1/4, NE 1/4 of Section 15, Township 49 North, Range 73 West, Campbell County Wyoming. The site is located immediately south of the Overbrook Phase II Subdivision, and southwest of Stone Gate Estates IV. The subdivision is not located within the joint city/county planning district. The subdivision will have private driveways into each lot from a short extension of Overbrook Road. The site is bordered by non-subdivided rural residential property to the east, south and west and a residential suburban district on the North (Overbrook Phase II Subdivision).

DESCRIPTION OF PROPOSED LUDOG SUBDIVISION

The project will create three rural residential lots containing a total of 21.27 acres. The average lot size will be 6.8 acres. A shared common access road known as Overbrook Road (from Force Road) is extended into this subdivision to provide access to the lots within the subdivision.

The subdivision development will not require over-all subdivision grading to be done. All lots will have direct access to potential building sites without the necessity to cross any major drainage. Final grading of individual lots and building sites will be done by the owners of the lots as a part of individual lot development and construction of private driveways will be the responsibility of the individual lot owner at the time the lot is developed. No calculations were made to determine culvert requirements for the driveway crossing at the edge of Overbrook Road whereas the developed 25 year event peak flow is only 43.9 cfs and 67% of this flow is in the Donkey Creek tributary at the

south edge of the subdivision. It is recommended however that all culverts be 18" Ø smooth lined HDPE culverts to avoid potential corrosion and blockage from debris.

This site (subdivision) is currently undeveloped rangeland property. The NRCS soils classification of the catchment is 35% group C soil and 65% group D soil as shown in Appendix "D". The topography of the site consists of a ridge that runs southeast to northwest located approximately 150 feet south of and generally parallel to the common lot line between lots 2 and 3. The slope away from this ridge flow to four outfall locations at the boundary of the subdivision, however all outfalls ultimately go to the same major drainage that flows southeasterly from the southeast corner of the subdivision.

The first outfall location from sub-basin A is along the southerly boundary where overland flow enters a tributary of Donkey Creek. The second outfall is at the northwest corner of the subdivision (sub-basin B) where the flow from a shallow road ditch flows northerly along Overbrook Road. Flow from this ditch crosses under Overbrook Road north of the subdivision then southeastward to connect to the tributary of Donkey Creek east of the subdivision. There is also potential for overland flow during a major storm to flow north from sub-basin B toward the channel that the road ditch outlets too. There is a minor ridge that extends from the main ridge toward the northeast corner of the subdivision, creating sub-basin C which flows overland to the east. Sub-basin D is also located on the east side of the minor ridge and flows overland to the east towards a reservoir built in the Donkey Creek tributary. From the subdivision discharge points the drainage flow is generally easterly into a tributary of Donkey Creek. These drainage areas are shown on maps in Appendix "A".

There are four locations where storm water historically discharges out of this subdivision to adjacent properties. The developed subdivision area does not alter the size of the catchment or the outfall locations from the historic condition. The flow generated by upstream properties and by the subdivision will be conveyed by the existing natural drainage that has adequate capacity to carry the flow from a 25-year, 24-hour storm and the 100-year, 24-hour storm flow within the existing drainage channels through the subdivision.

The area of this subdivision is located outside the limits of the 500-year flood plain as per FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 56005C-1675D, dated January 2, 2008. This map shows the area to be in Zone X (Area determined to be outside the 0.2% annual chance floodplain).

There are no significant geologic features within the subdivision area.

DRAINAGE CRITERIA

The proposed drainage system for the Ludog Subdivision has been designed to meet or exceed those regulations outlined in the Campbell County Subdivision Regulations, Revised and Adopted July 7, 2021. The Rational Method of analysis was used to determine peak flow rates from this development. This analysis was made using 25-year, 24 hour and 100-year, 24 hour design storm data. Time of concentration was calculated using the initial time and travel time equations in Section Three of the City of Gillette Storm Drainage Design Manual 2011. Hydrologic soil groups were determined from the Web Soil Survey on the Natural Resources Conservation Service (NRCS) website.

DRAINAGE BASIN

Ludog Subdivision is contained within a large drainage basin containing 56 acres above the discharge locations from the subdivision. For purposes of analysis this basin has been broken into 4 sub-basins to allow analysis of the peak flows at critical points within the subdivision. The flow to the subdivision from upstream sub-basins (shown on Appendix "A") will not be altered by this subdivision development and will remain the same as it currently exists, therefore the upstream catchments were analyzed only for the existing condition. Following is a description of each of the 4 catchments (sub-basins) used in this study:

The south sub-basin area (SB-A) contains 40.96 acres of agricultural/rural residential area. This sub-basin contains slopes from 3% to 8%. The upstream portion of this sub-basin contains 34.02 acres that flow in a natural channel through the southwest corner of

the subdivision then easterly along the south boundary of the subdivision. The ground cover in this area is native rangeland grassed areas. The only impervious ground cover is roof and driveway areas of developed homesites. The NRCS soil classifications of this catchment are 35% group C soil, and 65% group D soil as shown in Appendix "D". The flow path for water from this area to the proposed subdivision is overland flow to shallow swales and draws in the upper area of the sub-basin and natural channelized flow in the lower elevations. The outfall from this sub-basin is a tributary of Donkey Creek that flows east and north from the southeast corner of sub-basin A. It is not likely that any significant future development will occur within this sub-basin because of the land use and proximity to other developments.

The north catchment area (SB-B) contains 11.5 acres of rural residential use land and 0.7 acres of this catchment is off-site with overland flow from the off-site portion to the on-site portion of the catchment. This sub-basin contains slopes averaging 4% in the upper portion and 2% in the lower area of the catchment. Flow from approximately 20% of the sub-basin is intercepted by a road ditch that flows to the northwest corner and the remainder of the area flows overland to the north boundary of the sub-basin. The ground cover in this catchment is native rangeland grass. Approximately 2% of this catchment has impervious ground cover. The NRCS soil classifications of this catchment is mostly type D soil as shown in Appendix "D". The flow path for water through this area to the sub-basin outfall is overland flow to shallow swales and road ditches and then flows north.

The northeasterly catchment area (SB-C) contains 1.5 acres of rural residential district. All of this catchment is contained within the boundary of the subdivision. This catchment contains slopes averaging 1.2% toward the east boundary of the catchment. The ground cover in this catchment is native rangeland grass. Less than 10% of this catchment will be impervious ground cover after development. The NRCS soil classification of this catchment is group D soil as shown in Appendix "D". The flow path for water through this area to the catchment outfall location is overland flow toward the Donkey Creek Tributary located east of this subdivision.

The fourth catchment (SB-D) is located entirely within the subdivision and contains 1.7 acres. This catchment contains slopes up to 3.2%. The ground cover in this catchment

is open rangeland and a portion of a home site with approximately 10% existing impervious ground cover. The impervious ground cover is not anticipated to change after development. The NRCS soils classification of the subdivision catchment is group D soil as shown in Appendix "D". The flow path for water through this area to the catchment outfall location is overland flow to the outfall at the east edge of the subdivision then to a reservoir on the Donkey Creek tributary.

A summary of the catchment characteristics and peak runoff rates for each storm event is included in Appendix "B" of this report. Section 3.3.1 of the City of Gillette Storm Drainage Design Manual was used to determine the time of concentration of each of the drainage catchments as shown in Appendix "C". The existing characteristics of the catchment were used to determine the historic runoff from the basin. If changes are made in the off-site areas, this will increase potential runoff from that area and it will be the responsibility of the developers of that property to maintain peak runoff to less than or equal to the existing runoff that flows to the subdivision.

PROPOSED DRAINAGE SYSTEM

The proposed Ludog Subdivision does not significantly affect the flow from the existing drainage basin. An analysis of historic and developed hydrologic characteristics of the overall drainage basin were made to determine the maximum impact on the peak runoff from the area. The calculated peak flow from the overall drainage basin after development is only 44.2 cfs during a 25-year 24-hour storm and 79.8 cfs during a 100-year 24-hour storm. This is an increase in peak flow due to the development of Ludog Subdivision of only 0.3 cfs (0.7%) during a 25-year 24-hour storm and 3.6 cfs (4.5%) during a 100-year 24-hour storm. The impervious areas within the subdivision will produce higher runoff than the existing surface however due to the proximity of these areas to the outfall locations, this flow will be downstream of the outfall before the peak flow from the off-site basins reaches the subdivision. The impervious areas are also not considered to be directly connected to the main flow channels and the majority of the flow from the impervious areas will be absorbed prior to reaching the main drainage channels.

Since total change in flow at the outfall locations is so small and the depth of flow is virtually immeasurable; I hereby recommend that no detention be required for the Ludog Subdivision to attenuate the design storms.

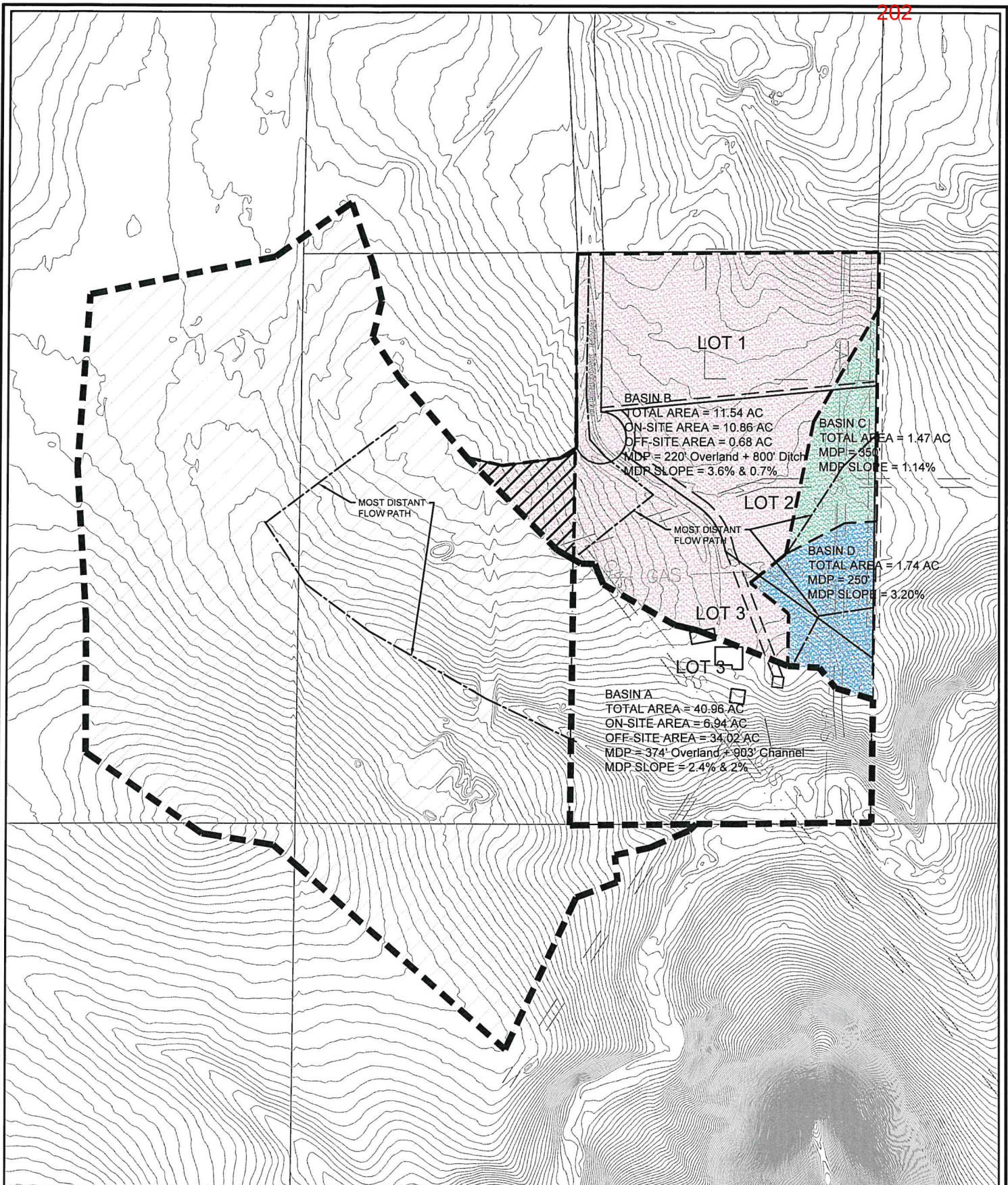
SUMMARY

As described above, the Ludog Subdivision has historically drained to four (4) outfall locations. The same outfall locations will be maintained and used as the outfall locations for the developed subdivision. The management facilities will consist of ditches along private driveways, overland flow similar to the historic flow patterns of the area and the existing drainage ways to convey the 25-year and 100-year storm flow from the off-site basins located upstream of the subdivision, through the subdivision in the location of the historic flow channel to the outfall locations. No detention facilities are recommended in this subdivision due to the small amount of change to the flow from the overall drainage basin.

This drainage plan meets the requirements of the State, County, and local drainage regulations. Refer to the appendix for exhibits, calculations, and supplemental information.

APPENDIX A

DRAINAGE BASIN MAP



SCALE: 1" = 300'

Design by: RPS 10/14/21

Drawn by: RPS 10/14/21

Revised:

Revised:

PCA Project Number: 213895.016



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**CIVIL ENGINEERING
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 MATERIAL TESTING**

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GILLETTE, WY
82718

**LUDOG SUBDIVISION
 DRAINAGE BASIN MAP**

1
1

APPENDIX B

RATIONAL METHOD PEAK RUNOFF RATE CALCULATIONS

RATIONAL METHOD

Values inserted by designer
Values calculated by spreadsheet

Q = CIA

C₂₅ = 25-year Runoff Coefficient (Table 3-3, COG SDDM)

I₂₅ = 25-year Runoff Coefficient (Table 2-4, COG SDDM)

A = Area of sub-basin

C₁₀₀ = 100-year Runoff Coefficient (Table 3-3, COG SDDM)

I₁₀₀ = 100-year Runoff Coefficient (Table 2-4, COG SDDM)

A = Area of sub-basin

Input: MAXIMUM FLOW IN CFS FROM EXISTING SUB-BASIN A (OFF-SITE)

C₂₅ = 0.37 C soil 2% Impervious
I₂₅ = 1.91 Inches T_c = 55.9 min.
A = 34 Acres

Results: Q₂₅ = 24.0 CFS

C₁₀₀ = 0.5
I₁₀₀ = 2.46 Inches
A = 34 Acres
Q₁₀₀ = 41.8 CFS

Input: MAXIMUM FLOW IN CFS FROM EXISTING SUB-BASIN A (ON-SITE)

C₂₅ = 0.39 C soil 5% Impervious
I₂₅ = 4.44 Inches T_c = 12.5 min.
A = 3.2 Acres

Results: Q₂₅ = 5.5 CFS

C₁₀₀ = 0.52
I₁₀₀ = 5.72 Inches
A = 3.2 Acres
Q₁₀₀ = 9.5 CFS

Input: MAXIMUM FLOW IN CFS FROM DEVELOPED SUB-BASIN A (ON-SITE)

C₂₅ = 0.39 C soil 5% Impervious
I₂₅ = 4.44 Inches T_c = 12.5 min.
A = 3.2 Acres

Results: Q₂₅ = 5.5 CFS

C₁₀₀ = 0.52
I₁₀₀ = 5.72 Inches
A = 3.2 Acres
Q₁₀₀ = 9.5 CFS

Input: MAXIMUM FLOW IN CFS FROM EXISTING SUB-BASIN B (ON-SITE + OFF-SITE)

C₂₅ = 0.37 C/D soil 2% Impervious
I₂₅ = 2.35 Inches T_c = 40.5 min.
A = 11.5 Acres

Results: Q₂₅ = 10.0 CFS

C₁₀₀ = 0.5
I₁₀₀ = 3.03 Inches
A = 11.5 Acres
Q₁₀₀ = 17.4 CFS

Input: MAXIMUM FLOW IN CFS FROM DEVELOPED SUB-BASIN B (ON-SITE + OFF-SITE)

C₂₅ = 0.37 C/D soil 2% Impervious
I₂₅ = 2.36 Inches T_c = 40.2 min.
A = 11.5 Acres

Results: Q₂₅ = 10.0 CFS

C₁₀₀ = 0.5
I₁₀₀ = 3.61 Inches
A = 11.5 Acres
Q₁₀₀ = 20.8 CFS

Input: MAXIMUM FLOW IN CFS FROM EXISTING SUB-BASIN C (ON-SITE)

C₂₅ = 0.37 C/D soil 2% Impervious
I₂₅ = 2.8 Inches T_c = 30.3 min.
A = 1.5 Acres

Results: Q₂₅ = 1.6 CFS

C₁₀₀ = 0.5
I₁₀₀ = 3.61 Inches
A = 1.5 Acres
Q₁₀₀ = 2.7 CFS

Input: MAXIMUM FLOW IN CFS FROM DEVELOPED SUB-BASIN C (ON-SITE)

C₂₅ = 0.41 C/D soil 10% Impervious
I₂₅ = 2.92 Inches T_c = 28.7 min.
A = 1.5 Acres

Results: Q₂₅ = 1.8 CFS

C₁₀₀ = 0.53
I₁₀₀ = 3.77 Inches
A = 1.5 Acres
Q₁₀₀ = 3.0 CFS

Input: MAXIMUM FLOW IN CFS FROM EXISTING SUB-BASIN D (ON-SITE)

C₂₅ = 0.41 D soil 10% Impervious
I₂₅ = 3.82 Inches T_c = 17.3 min.
A = 1.8 Acres

Results: Q₂₅ = 2.8 CFS

C₁₀₀ = 0.53
I₁₀₀ = 4.91 Inches
A = 1.8 Acres
Q₁₀₀ = 4.7 CFS

Input: MAXIMUM FLOW IN CFS FROM DEVELOPED SUB-BASIN D (ON-SITE)

C₂₅ = 0.41 D soil 10% Impervious
I₂₅ = 3.82 Inches T_c = 17.3 min.
A = 1.8 Acres

Results: Q₂₅ = 2.8 CFS

C₁₀₀ = 0.53
I₁₀₀ = 4.91 Inches
A = 1.8 Acres
Q₁₀₀ = 4.7 CFS

COMPARISON OF EXISTING TO DEVELOPED DURING 25 YEAR STORM

Sub-basin	Existing Peak	Developed Peak	Increased Peak Flow
A (off-site)	24.0	24.0	0.0
A (on-site)	5.5	5.5	0.0
B	10.0	10.0	0.0
C	1.6	1.8	0.2
D	2.8	2.8	0.0
TOTAL 25 YR	43.9	44.2	0.3

COMPARISON OF EXISTING TO DEVELOPED DURING 100 YEAR STORM

Sub-basin	Existing Peak	Developed Peak	Increased Peak Flow
A (off-site)	41.8	41.8	0.0
A (on-site)	9.5	9.5	0.0
B	17.4	20.8	3.3
C	2.7	3.0	0.3
D	4.7	4.7	0.0
TOTAL 100 YR	76.2	79.8	3.6

APPENDIX C

TIME OF CONCENTRATION

SPREADSHEETS

SB - A (Existing Off-site Tc)

"X"

"Y"

Values inserted by designer

Values calculated by spreadsheet

Overland Flow Time

$$t_i = 1.8(1.1 - C_s)L_o^{1/2}/S^{1/3} \text{ (equation 3.3, COG SDDM)}$$

C_s = 5-year Runoff Coefficient (Table 3-3, COG SDDM)

L_o = Length of Overland Flow, (ft, 300-ft maximum)

S = Average Watershed Slope (%)

Input:

C_s = 0.16 C/D soil 2% impervious

L_o = 374 ft

S = 2.41 %

Results:

t_i = 24.5 min

Channel Flow Time

$$V = C_v S_w^{1/2} \text{ (equation 3.4, COG SDDM)}$$

C_v = Conveyance coefficient (Table 3-4, COG SDDM)

S_w = Watercourse slope (ft/ft)

L = Length

Input:

C_v = 7 (See Table 3-4, COG SDDM)

S_w = 0.02 ft/ft

L = 903 ft

7

0.015402844

844

Results:

V = 1.0 fps

t_t = 15.2 min

0.9

16.2

Total Time of Concentration

$$t_c = t_i + t_t \text{ (equation 3.2, COG SDDM)}$$

t_i = 24.5 min

t_t = 31.4 min

t_c = 55.9 min (by equation 3.2, COG SDDM)

SB - A (Existing Off-site Tc)

t_c = 55.9 min

SB - A (Existing On-site Tc)

"X"

"Y"

Values inserted by designer

Values calculated by spreadsheet

Overland Flow Time

$$t_i = 1.8(1.1 - C_s)L_o^{1/2}/S^{1/3} \text{ (equation 3.3, COG SDDM)}$$

C_s = 5-year Runoff Coefficient (Table 3-3, COG SDDM)

L_o = Length of Overland Flow, (ft, 300-ft maximum)

S = Average Watershed Slope (%)

Input:

C_s = 0.18 C soil 5% impervious

L_o = 230 ft

S = 8.26 %

Results:

t_i = 12.5 min

Channel Flow Time

$$V = C_v S_w^{1/2} \text{ (equation 3.4, COG SDDM)}$$

C_v = Conveyance coefficient (Table 3-4, COG SDDM)

S_w = Watercourse slope (ft/ft)

L = Length

Input:

C_v = 0 (See Table 3-4, COG SDDM)

S_w = 0 ft/ft

L = 0 ft

Results:

V = 0.0 fps

t_t = ##### min

Total Time of Concentration

$$t_c = t_i + t_t \text{ (equation 3.2, COG SDDM)}$$

t_i = 12.5 min

t_c = 13 min (by equation 3.2, COG SDDM)

SB - A (Existing On-site Tc)

t_c = 13 min

SB - B Existing Tc

"X"

Values inserted by designer

"Y"

Values calculated by spreadsheet

Overland Flow Time

$$t_i = 1.8(1.1 - C_s)L_o^{1/2}/S^{1/3} \text{ (equation 3.3, COG SDDM)}$$

C_s = 5-year Runoff Coefficient (Table 3-3, COG SDDM)

L_o = Length of Overland Flow, (ft, 300-ft maximum)

S = Average Watershed Slope (%)

Input:

C_s = 0.16 C & D Soil 2% Impervious

L_o = 220 ft

S = 3.6 %

Results:

t_i = 16.4 min

Channel Flow Time

$$V = C_v S_w^{1/2} \text{ (equation 3.4, COG SDDM)}$$

C_v = Conveyance coefficient (Table 3-4, COG SDDM)

S_w = Watercourse slope (ft/ft)

L = Length

Input:

C_v = 7 (See Table 3-4, COG SDDM)

S_w = 0.01 ft/ft

L = 800 ft

Results:

V = 0.6 fps

t_t = 24.1 min

Total Time of Concentration

$$t_c = t_i + t_t \text{ (equation 3.2, COG SDDM)}$$

t_i = 16.4 min

t_c = 41 min (by equation 3.2, COG SDDM)

SB - B Existing Tc

t_c = 40.5 min

SB - C EXISTING Tc

"X"

Values inserted by designer

"Y"

Values calculated by spreadsheet

Overland Flow Time

$$t_i = 1.8(1.1 - C_5)L_o^{1/2}/S^{1/3} \text{ (equation 3.3, COG SDDM)}$$

C_5 = 5-year Runoff Coefficient (Table 3-3, COG SDDM)

L_o = Length of Overland Flow, (ft, 500-ft maximum)

S = Average Watershed Slope (%)

Input:

C_5 = 0.16 D soil 2% Impervious

L_o = 350 ft

S = 1.1429 %

Results:

t_i = 30.3 min

Channel Flow Time

$$V = C_v S_w^{1/2} \text{ (equation 3.4, COG SDDM)}$$

C_v = Conveyance coefficient (Table 3-4, COG SDDM)

S_w = Watercourse slope (ft/ft)

L = Length

Input:

C_v = 0 (See Table 3-4, COG SDDM)

S_w = 0 ft/ft

L = 0 ft

Results:

V = 0.0 fps

t_c = #DIV/0! min

Total Time of Concentration

$$t_c = t_i + t_t \text{ (equation 3.2, COG SDDM)}$$

t_i = 30.3 min

t_c = 30 min (by equation 3.2, COG SDDM)

SB - C EXISTING Tc

t_c = 30.3 min

SB - D Existing Tc

"X"

Values inserted by designer

"Y"

Values calculated by spreadsheet

Overland Flow Time

$$t_i = 1.8(1.1 - C_5)L_0^{1/2}/S^{1/3} \text{ (equation 3.3, COG SDDM)}$$

C_5 = 5-year Runoff Coefficient (Table 3-3, COG SDDM)

L_0 = Length of Overland Flow, (ft, 500-ft maximum)

S = Average Watershed Slope (%)

Input:

C_5 = 0.21 D soil 10% Impervious

L_0 = 250 ft

S = 3.2 %

Results:

t_i = 17.3 min

Channel Flow Time

$$V = C_v S_w^{1/2} \text{ (equation 3.4, COG SDDM)}$$

C_v = Conveyance coefficient (Table 3-4, COG SDDM)

S_w = Watercourse slope (ft/ft)

L = Length

Input:

C_v = 0 (See Table 3-4, COG SDDM)

S_w = 0 ft/ft

L = 0 ft

Results:

V = 0.0 fps

t_t = 0.0 min

Total Time of Concentration

$$t_c = t_i + t_t \text{ (equation 3.2, COG SDDM)}$$

t_i = 17.3 min

t_c = 17 min (by equation 3.2, COG SDDM)

SB - D Existing Tc

t_c = 17.3 min

SB - A (Developed On-site Tc)

"X"

"Y"

Values inserted by designer

Values calculated by spreadsheet

Overland Flow Time

$$t_i = 1.8(1.1 - C_5)L_o^{1/2}/S^{1/3} \text{ (equation 3.3, COG SDDM)}$$

C_5 = 5-year Runoff Coefficient (Table 3-3, COG SDDM)

L_o = Length of Overland Flow, (ft, 300-ft maximum)

S = Average Watershed Slope (%)

Input:

C_5 = 0.18 C soil 5% impervious

L_o = 230 ft

S = 8.26 %

Results:

t_i = 12.5 min

Channel Flow Time

$$V = C_v S_w^{1/2} \text{ (equation 3.4, COG SDDM)}$$

C_v = Conveyance coefficient (Table 3-4, COG SDDM)

S_w = Watercourse slope (ft/ft)

L = Length

Input:

C_v = 0 (See Table 3-4, COG SDDM)

S_w = 0 ft/ft

L = 0 ft

Results:

V = 0.0 fps

t_t = 0.0 min

Total Time of Concentration

$$t_c = t_i + t_t \text{ (equation 3.2, COG SDDM)}$$

t_i = 12.5 min

t_c = 13 min (by equation 3.2, COG SDDM)

SB - A (Developed On-site Tc)

t_c = 13 min

SB - B Developed Tc

"X"

Values inserted by designer

"Y"

Values calculated by spreadsheet

Overland Flow Time

$$t_i = 1.8(1.1 - C_s)L_o^{1/2}/S^{1/3} \text{ (equation 3.3, COG SDDM)}$$

C_s = 5-year Runoff Coefficient (Table 3-3, COG SDDM)

L_o = Length of Overland Flow, (ft, 300-ft maximum)

S = Average Watershed Slope (%)

Input:

C_s = 0.18 C & D Soil 5% Impervious

L_o = 220 ft

S = 3.6 %

Results:

t_i = 16.1 min

Channel Flow Time

$$V = C_v S_w^{1/2} \text{ (equation 3.4, COG SDDM)}$$

C_v = Conveyance coefficient (Table 3-4, COG SDDM)

S_w = Watercourse slope (ft/ft)

L = Length

Input:

C_v = 7 (See Table 3-4, COG SDDM)

S_w = 0.01 ft/ft

L = 800 ft

Results:

V = 0.6 fps

t_t = 24.1 min

Total Time of Concentration

$$t_c = t_i + t_t \text{ (equation 3.2, COG SDDM)}$$

t_i = 16.1 min

t_c = 40 min (by equation 3.2, COG SDDM)

SB - B Developed Tc

t_c = 40.2 min

SB - C DEVELOPED T_c

"X"

Values inserted by designer

"Y"

Values calculated by spreadsheet

Overland Flow Time

$$t_i = 1.8(1.1 - C_s)L_o^{1/2}/S^{1/3} \text{ (equation 3.3, COG SDDM)}$$

C_s = 5-year Runoff Coefficient (Table 3-3, COG SDDM)

L_o = Length of Overland Flow, (ft, 500-ft maximum)

S = Average Watershed Slope (%)

Input:

C_s = 0.21 D soil 10% Impervious

L_o = 350 ft

S = 1.1429 %

Results:

t_i = 28.7 min

Channel Flow Time

$$V = C_v S_w^{1/2} \text{ (equation 3.4, COG SDDM)}$$

C_v = Conveyance coefficient (Table 3-4, COG SDDM)

S_w = Watercourse slope (ft/ft)

L = Length

Input:

C_v = 0 (See Table 3-4, COG SDDM)

S_w = 0 ft/ft

L = 0 ft

Results:

V = 0.0 fps

t_t = #DIV/0! min

Total Time of Concentration

$$t_c = t_i + t_t \text{ (equation 3.2, COG SDDM)}$$

t_i = 28.7 min

t_c = 29 min (by equation 3.2, COG SDDM)

SB - C DEVELOPED T_c

t_c = 28.7 min

SB - D Developed Tc

"X"

Values inserted by designer

"Y"

Values calculated by spreadsheet

Overland Flow Time

$$t_i = 1.8(1.1 - C_s)L_o^{1/2}/S^{1/3} \text{ (equation 3.3, COG SDDM)}$$

C_s = 5-year Runoff Coefficient (Table 3-3, COG SDDM)

L_o = Length of Overland Flow, (ft, 500-ft maximum)

S = Average Watershed Slope (%)

Input:

C_s = 0.21 D soil 10% Impervious

L_o = 250 ft

S = 3.2 %

Results:

t_i = 17.3 min

Channel Flow Time

$$V = C_v S_w^{1/2} \text{ (equation 3.4, COG SDDM)}$$

C_v = Conveyance coefficient (Table 3-4, COG SDDM)

S_w = Watercourse slope (ft/ft)

L = Length

Input:

C_v = 0 (See Table 3-4, COG SDDM)

S_w = 0 ft/ft

L = 0 ft

Results:

V = 0.0 fps

t_t = 0.0 min

Total Time of Concentration

$$t_c = t_i + t_t \text{ (equation 3.2, COG SDDM)}$$

t_i = 17.3 min

t_c = 17 min (by equation 3.2, COG SDDM)

SB - D Developed Tc

t_c = 17.3 min

APPENDIX D

HYDROLOGIC SOIL GROUP MAP

Hydrologic Soil Group—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)



Hydrologic Soil Group—Campbell County, Wyoming, Southern Part
(Ludog Subdivision)

MAP LEGEND

Area of Interest (AOI)			C
	Area of Interest (AOI)		C/D
Soils			D
Soil Rating Polygons			Not rated or not available
	A	Water Features	
	A/D		Streams and Canals
	B	Transportation	
	B/D		Rails
	C		Interstate Highways
	C/D		US Routes
	D		Major Roads
	Not rated or not available		Local Roads
Soil Rating Lines		Background	
	A		Aerial Photography
	A/D		
	B		
	B/D		
	C		
	C/D		
	D		
	Not rated or not available		
Soil Rating Points			
	A		
	A/D		
	B		
	B/D		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Campbell County, Wyoming, Southern Part
Survey Area Data: Version 19, Sep 13, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 29, 2014—Mar 3, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
176	Leiter-Cromack clay loams, 3 to 15 percent slopes	D	14.0	65.1%
225	Ucross-Iwait-Fairburn loams, 3 to 30 percent slopes	C	7.5	34.9%
Totals for Area of Interest			21.5	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

The following page(s) contain the backup material for Agenda Item: [11:15 Employee Appreciation Recommendation](#)



MEMORANDUM

... from the **Campbell County Compensation Committee**

Compensation Philosophy: *'A Systematic, market driven compensation plan that is fair and consistent, and rewards employee performance and longevity with consideration of the economic environment.'*

Adopted by the Board of Commissioners, July 1994

TO: Campbell County Board of Commissioners

FROM: Compensation Committee: Jane Glaser, ReNae Keuck, Phil Harvey, Matt Olsen, Terri Lesley, Bob Maul, Carol Seeger, Michalene Seeman, Del Shelstad, Brandy Elder, Bob Tranas, Faye Jorgenson

DATE: December 21, 2021

SUBJECT: Appreciation – Special Compensation Recommendation

In 2020 the Compensation Committee made a recommendation for the compensation and benefits of Campbell County based on the fact the County was facing an economic downturn. Unfortunately, the downturn required departments to reduce budgets, which adversely affected employees. The Covid pandemic and the additional workload required by the Tyler implementation further strained our valued employees. Despite all this, County employees have shown immense dedication and have continued to provide the public with outstanding service.

For this dedication, we recommend that all employees receive a one-time token of appreciation in the sum of \$1800.00 for full time employees and a prorated sum for regularly scheduled part-time employees currently employed by the County at the time of approval of this request. The committee is proposing distribution to the employees in their second paycheck of January.

As a result of the Employee Climate survey, the Compensation Committee will be reviewing multiple areas of concern for our employees. By deeply diving into the areas addressed in the survey we will be able to make an informed decision for the care and wellbeing of our most important asset, the employees!