



# BOARD OF COUNTY COMMISSIONERS

CHRISTI HASWELL • HOLLY JENNINGS • TOM RINGLEY • NICK SIDDLE • LONNIE WRIGHT

**Regular Board Meeting Agenda**  
**Sheridan County Courthouse Addition**  
**224 S. Main St, Second Floor Board Room, #220**  
**Tuesday, December 17, 2024, 9:00 a.m.**

1. Call to Order and Pledge.
2. Consent Agenda:
  - a. 12/02/2024 Staff Meeting Draft Minutes;
  - b. 12/03/2024 Regular Meeting Draft Minutes;
  - c. 12/09/2024 Staff Meeting Draft Minutes;
  - d. 12/10/2024 Airport Meeting Draft Minutes;
  - e. 12/10/2024 Special Meeting Draft Minutes;
  - f. Presented to the Board for acknowledgement – County Clerk Monthly Statement of Fees for November 2024;
  - g. Presented to the Board for acknowledgement – Public Works Presented by Mark Reid, County Planner, Monthly Statement of Fees for November 2024;
  - h. Presented to the Board for acknowledgement – Sheriff Monthly Statement of Fees for November 2024;
  - i. Official Bond and Oath, Holly Jennings, County Commissioner, Sheridan County, \$10,000.00, 01/02/2025 – 01/02/2027;
  - j. Official Bond and Oath, Michael R Arzy, County Commissioner, Sheridan County, \$10,000.00, 01/02/2025 – 01/02/2029;
  - k. Ratify Travelers Increase Certificate for Nick Siddle, Commissioner, Sheridan County;
  - l. Ratify Travelers Increase Certificate for Christine Haswell, Commissioner, Sheridan County.
  - m. Acknowledge receipt of the list of canceled warrants from the County Treasurer and publish the list in the meeting minutes per W.S. §18-4-106.
  - n. Ratify Extended Trail Easement Agreement between Sheridan Heights Ranch, LLC and the Sheridan County Board of County Commissioners;
  - o. Ratify Subordination of Mortgage from County of Sheridan to PennyMac Loan services;
  - p. Ratify Sheridan County License Agreement #2437LA with MDU for bored crossing installation of single phase underground conductor, at County Road #80 a.k.a. Downer Addition Rd, fee \$165.00;
  - q. Ratify Sheridan County License Agreement #2438LA with MTC Engineering LLC/Charter for overhead installation of new strand and fiber optic cable on County Road 91 a.k.a. Owl Creek Rd, fee \$747.50;
3. Consider Agenda.
4. Announcements.
5. Public Comments on Matters not on the Agenda.
6. Consider Resolution 24-12-028 Statement of Investment Policy.

7. Consider discharge of uncollectable debts pursuant to W.S. §16-4-502.
8. Consider one (1) appointment to the Sheridan County Fair Association Board for one (1) 3-year term, beginning January 6, 2025, through January 2, 2028.
9. Consider one (1) appointment to the Predator Management District of Sheridan County for a 3-year term as Sportsman beginning January 1, 2025 through December 31, 2028.
10. Consider one (1) appointment to the Sheridan County Weed and Pest Control District, County Area 1 for a 4-year term beginning January 2, 2025 through January 1, 2029.
11. Consider one (1) appointment to the Sheridan County Weed and Pest Control District, County Area 2 for a 4-year term beginning January 2, 2025 through January 1, 2029.
12. Consider one (1) appointment to the Sheridan County Weed and Pest Control District, County Area 4 for a 4-year term beginning January 2, 2025 through January 1, 2029.
13. Consider one (1) appointment to the Sheridan County Weed and Pest Control District, County Area 5 for a 4-year term beginning January 2, 2025 through January 1, 2029.
14. Consider 24-EMPG-SHE-GCF24 Grant Award Agreement between Wyoming Office of Homeland Security and Sheridan County.
15. Consider Memorandum of Understanding – OneWyo I and II Opioid Settlement Fund between Memorial Hospital of Sheridan County and Sheridan Co
16. Consider Item V-24-006: Jones Lot Size Variance.
17. Consider FY2025 Congestion Air Quality Program Subrecipient Agreement between Wyoming Department of Transportation and Sheridan County.
18. Consider award of a Contract for the Little Big Horn Canyon Fuels Mitigation Project to \_\_\_\_\_ in the amount of \$ \_\_\_\_\_
19. Consider Amendment to Resolution 13-12-040 Red Grade Road Winter Travel Management.
20. Consider Resolution 24-12-027 Notice of Intent to Vacate a portion of Maple Ave, from 17 Street To 16 Street and 16 Street from Maple Ave to Birch Ave of Downers Addition to Sheridan Wy.
21. Consider 1% GPET contingency funding for artwork displays for the Brooks Street Greenspace project
22. Executive Session pursuant to W.S. 16-4-405(a)(vii) to consider purchase of real estate.

ADJOURN

**Sheridan County Board of County Commissioners Staff Meeting Minutes**  
**County Courthouse, 224 S. Main Street, 2<sup>nd</sup> Floor Board Room, #220**  
**Monday, December 2, 2024, 9:00 a.m.**

**Commissioners Present:** Christi Haswell, Holly Jennings, Tom Ringley, Nick Siddle (Chair), Lonnie Wright.

**County Clerk Present:** Eda Schunk Thompson.

**Elected Present:**

Katie Araas, County Treasurer;  
 Levi Dominguez, County Sheriff.

**Staff Present:**

Clint Beaver, Deputy County Attorney;  
 Dan Coughlin, SAWSJPB Administrator;  
 Kenny Custis, Human Resources Manager;  
 Cameron Duff, Administrative Director;  
 Misti Dunkelberger, County Clerk Administrative Coordinator;  
 Robert Gill, Airport Manager;  
 Erik Gillett, Building/Grounds Superintendent;  
 Kimberly Hein, Chief Deputy County Clerk;  
 Kelly Iott, Administrative Coordinator;  
 Jesse Ludikhuizen, Emergency Management Coordinator;  
 Ken Muller, County Engineer;  
 Deb Ottema, County Clerk Financial Coordinator;  
 Mark Reid, County Planner;  
 Kimber Solberg, Fairgrounds Director.

**Call to Order:** Commissioner Siddle called the session to order at 9:00 a.m.

**Warrant Review:** The County Clerk's office presented November warrant reports. The Board reviewed, asked questions, and looked at invoices.

**Elected and Staff Reports and Topics Discussed:**

Mark Reid, County Planner.

Consideration of the Bedingfield Easement Vacation will be on December 3, 2024, Regular Board Meeting. County Planning just issued their 100<sup>th</sup> Building Permit. Mr. Reid will out the rest of the week.

Ken Muller, County Engineer.

Consideration for the Initiation of Process to establish a new county road and Appointment of Viewer for a portion of Penrose Lane will be on the December 3, 2024, Regular Board Meeting. The Monarch Bridge project is almost complete with seeding and fencing left to do. Road and Bridge is fully staffed after hiring the District Operator for the Clearmont area and is still in need of temporary snowplow drivers. Natural Resources Conservation Service may be able to do the design portion to address the

Kleenburn Recreation Area erosion that is happening by the Tongue River. Mr. Mueller has an RFP ready to go if needed.

Jesse Ludikhuizen, Emergency Management Coordinator.

The Hazard Mitigation Plan has been fully adopted by every jurisdiction and FEMA is good until 2029. Mr. Ludikhuizen has been selected to attend a class as an operations section chief in Maryland in January which is fully paid for by the Federal Government and needs the Boards approval to travel out of state.

Kimber Solberg, Fairgrounds Director.

The Fair Board met and decided to replace the Eaton Barn and to meet with the Historic Preservation Committee to work on a plan. Ms. Solberg is working with Jesse Ludikhuizen, Emergency Management Coordinator, on the final pieces of the backup generator. The Fair Board approved the purchase of the livestock holding pens. The lights on Arena 2 are being evaluated. Hayden Heaphy, President of the WYO Rodeo Board, met with the Fair Board about installing new bucking chutes and holding pens behind Arena 1 in May or June of the coming year. The Fair Board approved this change to the grounds.

Robert Gill, Airport Manager.

Consideration of the Award of Agreement for Airport Engineering Services between Sheridan County and the Morrison-Maierle will be on the December 3, 2024, Regular Board Meeting. On Saturday, December 7, 2024, will be the Third Annual Santa Fly In and the public is invited to take pictures with Santa who will be arriving by helicopter.

Cameron Duff, Administrative Director.

The opening of the Little Horn Canyon fuels mitigation bids will be 2 pm on December 3, 2024. A Memorandum of Understanding for the OneWyo I and II Opioid Settlement Funds between Sheridan Memorial Hospital and Sheridan County will be considered by the Board at their December 17<sup>th</sup>, 2024, meeting. The Board asked questions about the monies and where it could be spent. The Brooke Street project is not completed as planned by the end of November. Mr. Duff is waiting to make sure the project is completed before final payment is issued.

### **Board Updates:**

Mr. Wright and Chairman Siddle will be out of the office Thursday, Friday, and Monday. Chairman Siddle discussed the upcoming Board appointments for the Sheridan County Fair Association Board, the Predator Management District of Sheridan County, and the Sheridan County Weed and Pest Control Districts. Clerk Thompson asked about the qualifications for the Sheridan County Weed and Pest Control Districts.

**Adjourn:** Chairman Siddle adjourned the meeting at 9:22 a.m.

BOARD OF COUNTY COMMISSIONERS  
Sheridan County, Wyoming

Attest:

\_\_\_\_\_  
Nick Siddle, Chairman

Board of County Commissioners-Staff  
Meeting of December 2, 2024  
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\_\_\_\_\_  
Eda Schunk Thompson, County Clerk

**Sheridan County Board of County Commissioners, Regular Meeting Minutes**  
**County Courthouse, 224 S. Main Street, 2<sup>nd</sup> Floor Board Room, #220**  
**Tuesday, December 3, 2024, 9:00 a.m.**

**Commissioners Present:** Christi Haswell, Holly Jennings, Tom Ringley, Nick Siddle (Chair), Lonnie Wright.

**County Clerk Present:** Eda Schunk Thompson.

**Elected Present:**

Katie Araas, County Treasurer.

**Staff Present:**

Clint Beaver, Deputy County Attorney;  
Cameron Duff, Administrative Director;  
Misti Dunkelberger, County Clerk Administrative Coordinator;  
Robert Gill, Airport Manager;  
Andrea Hauber, Planning Assistant;  
Kimberly Hein, Chief Deputy County Clerk;  
Kelly Iott, Administrative Coordinator;  
Jesse Ludikhuizen, Emergency Management Coordinator;  
Ken Muller, County Engineer;  
Deb Ottema, County Clerk Financial Coordinator;  
Kimber Solberg, Fairgrounds Director.

**Call to Order:** Chairman Siddle called the meeting to order at 9:00 a.m.  
Pledge of Allegiance.

**Consider Consent Agenda.**

Following are the consent items:

- a. 11/18//2024 Staff Meeting Draft Minutes;
- b. 11/19/2024 Regular Meeting Draft Minutes;
- c. 11/25/2024 Staff Meeting Draft Minutes;
- d. General County Warrants, November;
- e. General Airport Warrants, November;
- f. Presented to the Board for acknowledgement – Clerk of District Court Monthly Statement of Fees for October 2024;
- g. Presented to the Board for acknowledgement – County Planner Monthly Statement of Fees for October 2024;
- h. Presented to the Board for acknowledgement – Public Health Monthly Statement of Fees for October 2024;
- i. Presented to the Board for acknowledgement - Sheriff Monthly Statement of Fees for October 2024;
- j. Presented to the Board for acknowledgement – County Clerk Monthly Statement of Fees for October 2024;
- k. Presented to the Board for acknowledgement - Elections Monthly Statement of Fees for October 2024

- l. Presented to the Board for acknowledgement – County Treasurer Monthly Statement of Fees for October 2024;
- m. Presented to the Board for acknowledgement – Airport Monthly Statement of Fees for October 2024;

**November 30, 2024**

**INTERIM/MID-MONTH WARRANTS PAID**

<b>VENDOR</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
AMERICAN FAMILY LIFE INS CO	\$2,744.33	DECEMBER PREMIUM
CENTURYLINK	\$344.25	TELEPHONE SVS WIC/E911
CIT-CO FEDERAL CREDIT UNION	\$1,200.00	MONTHLY PAYROLL TRANSFERS
COLUMN SOFTWARE, PBC	\$367.89	INV.TO BID - CIRCUIT COURT/AD FOR BIDS
DELTA DENTAL	\$10,336.15	DECEMBER PREMIUM
ELECTION JUDGES	\$47,860.37	NOVEMBER ELECTION JUDGE PAYROLL
ELECTION SYSTEMS & SOFTWARE INC	\$2,495.95	BALLOT/TONER/TEST DECK/CARDS
EMPOWERED TRUST COMPANY LLC	\$3,875.00	WYO DEFERRED COMPENSATION
EYEMED	\$1,780.65	DECEMBER PREMIUM
HEADSET PLUS.COM	\$3,809.28	E911 SVS REPLCMNT BTRY/WIRELESS ADPTR
JOHNSON CONTROLS INC.	\$3,755.19	REPAIR CIRCUIT COURT AHV PROBLEMS
LINCOLN NATIONAL LIFE INSURANCE	\$1,310.13	NOVEMBER PREMIUM
MONTANA DAKOTA UTILITIES	\$300.27	GAS/ELECTRIC 1604 N MAIN ST
NCPERS GROUP LIFE INS	\$400.00	PRUDENTIAL LIFE
OFFICE SHOP INC	\$218.17	CO CLERK COPIER INK
PACK & MAIL	\$233.18	POSTAGE
PITNEY BOWES INC***	\$91.29	RED INK CTG 1 BOX
RANGE	\$293.88	PHONE/INTERNET SVS CORONER
SHERIDAN AREA WATER SUPPLY	\$330.28	SAWS 48 SHORT RD
SHERIDAN CIRCUIT COURT	\$711.92	GARNISHMENT
SHERIDAN CNTY TREAS HEALTH INS	\$203,893.00	HEALTH INS/FLEX PLAN FEE
SHERIDAN CNTY TREAS PAYROLL TAX	\$165,288.33	941
SHERIDAN COUNTY FLEX ACCOUNT	\$1,425.66	FLEX PLAN
SHERIDAN LAWN & LANDSCAPING LLC	\$195.00	LAWN MOWING
WYDOT	\$10.00	NEW LICENSE PLATE SAR TRAILER
WYOMING OFFICE OF THE ATTORNEY GENERAL	\$78.00	FINGERPRINT CARD FOR DISTRICT COURT
WYOMING RETIREMENT SYSTEM	\$139,440.18	NOVEMBER CONTRIBUTION
WYOMING WORKERS COMPENSATION	\$9,898.88	NOVEMBER PREMIUM
<b>TOTAL MID-MONTH INTERIM WARRANTS PAID</b>	<b>\$602,687.23</b>	
<b>GENERAL COUNTY WARRANTS</b>		
<b>VENDOR</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
2ND CHANCE LLC	\$1,800.00	LEASE PMNT - STORAGE DEC 2024
307 AUTO GLASS	\$350.00	WINDSHEILD - UNIT 14

A PLUS PLUMBERS & APPLICANCE REPAIR LLC	\$170.00	BACKFLOW TESTS
ADVANCED CORRECTIONAL HEALTHCARE INC	\$32,034.35	ONSITE MED/MNTL HLTH SVS
ALPHAGRAPHICS	\$99.53	PHOTO PRINTS/FILE SETUP/LAYOUT
ALPINE CLIMATE CONTROL INC.	\$180.00	MAINT DUCTLESS INDOOR & OUTDOOR UNIF
AMAZON CAPITAL SERVICES	\$1,751.51	FILE FOLDERS/FILE POCKETS/TONER
ANN PERKINS	\$404.66	TRAVEL CASPER/CIT T4T MTNG
APEX COMMUNICATIONS	\$26,905.95	REPAIR SVS FEES/ REPEATER-ELK FIRE
BARGREEN ELLINGSON	\$84.47	GLOVES/SCOUR PAD
BOTTEN, RENE	\$91.15	JIMMY JOHNS - JUROR MEALS
CAPITAL ONE	\$191.56	MEDICAL/OFFICE SUPPLIES
CHAPMAN VALDEZ & LANSING	\$204.00	LEGAL SVS
CITY OF SHERIDAN	\$358.75	TRUCK 0371 (R&B) CR 139
COMMUNICATION TECHNOLOGIES INC.	\$4,250.70	DESKTOP MOBILE MIC/PWR SUP
COMMUNITY SERVICES NETWORK OF WYOMING	\$2,219.00	REIMBURSEMENT FOR JOT FORMS
COMPASS CENTER FOR FAMILIES	\$8,962.56	CSBG PMNT FY2024 SEPTEMBER 24
COMTRONIX	\$367.20	TROUBLESHOOTING PHONE LINE/BATTERIES
COUNTY TRASH, LLC	\$98.00	DUMPSTER- FULL MONTH
CROWLEY FLECK PLLP	\$360.00	LEGAL SVS
DIAMOND DRUGS INC	\$7,717.01	CURRENT MEDS DISPENSED
ECKERDT CONSULTING LLC	\$175.42	CLASS MEALS/ CIT TRAIN THE TRAINER
ENDERS,CORI	\$86.89	REIMBURSEMENT
FASTENAL	\$529.84	EXHAUST FLUID/SCALE
FLEMING DERMATOPATHOLOGY, INC	\$69.09	MEDICAL SVS 10/26/24
FLOYD'S TRUCK CENTER-GILLETTE	\$1,118.13	DEF/CONTROL SHIFTER
FREMONT MOTOR SHERIDAN FORD	\$3,471.57	DIAG DAMAGE TO ACTIVE SHUDDER/TIRES
GRAINGER INC	\$45.42	IMPCT SKT STEEL/HALOGEN
HEALY LAW FIRM	\$125.00	LEGAL SVS
HILSABECK, DANIEL	\$85.00	SURVIVAL ARMOR - 3 YDS MATERIAL
HOLLAND, JEFF	\$120.00	REISSUE OF WARRANT 125723
HOME DEPOT CREDIT SERVICES	\$33.48	PLUG FUSE/SIGNPOST
KASSIE CLAESSEN	\$391.00	REIMBURSEMENT
KERR, SANDI	\$40.00	SEW PATCHES
KILLY'S SMOKEHOUSE DELI	\$2,486.44	EMPLOYEE HOLIDAY LUNCH
KINNAIRD LAW OFFICE P.C.	\$100.00	LEGAL SVS
KUGLER, PAULA	\$30.00	EMPLOYEE NAME BOARD
LAYA, GARY T.	\$147.92	GEN MAINT/CLEANING KLEENBURN
LEGAL AID OF WYOMING, INC.	\$300.00	LEGAL SVS
LES SCHWAB	\$1,408.80	TIRES/ BALANCE/DISPOSAL FEE
LONABAUGH AND RIGGS	\$187.50	LEGAL SVS
MAC'S MOVING ACQUISITION INC.	\$2,937.50	PACKING/LOADING/TRANSP
MASTERCARD	\$9,323.99	NOV EXPENSES

MCKESSON MEDICAL SURGICAL	\$1,136.16	TEST STRIP/SYRINGE/INSULIN
MEDICO-MART INC	\$416.17	BOOSTRIX DTAP
MEINECKE & SITZ, LLC	\$523.81	LEGAL SVS
MEMORIAL HOSPITAL	\$25,000.00	HOSPITAL FUNDING NOVEMBER 24
MIDWEST CARD AND ID SOLUTIONS LLC	\$2,460.00	SALAMANDER LIVE RENEWAL
MIKE'S AUTOMOTIVE REPAIR	\$3,200.57	RPLC BREAK PADS/ROTORS/BATTERIES
MIKES ELECTRIC INC	\$282.16	RPLC BREAKER FOR RTU-6
MONTGOMERY TECHNOLOGY SYSTEMS LLC	\$5,585.00	LABOR SVS TRIP/AUDIO TERM BOARD REV
MOUNTAIN VIEW VETERINARY	\$1,211.55	MEDICATION/SURGICAL PROCEDURE
NAPA AUTO PARTS	\$647.54	FILTERS/ICE BLADE/BATTERY
NDAA INSURANCE SERVICES	\$4,097.00	LAWYERS PROF LIABILITY COVERAGE
NORCO	\$581.09	BATH TISSUE/TOWEL/TERRA RENEW
NORMONT EQUIPMENT COMPANY	\$357.00	FILTER ELEMENT UNIT 49
ONE HEALTH	\$35.00	DENTAL SVS
OREILLY AUTOMOTIVE INC	\$53.85	AIR FILTER/RATCHET
OSTBERG LAW	\$681.00	LEGAL SVS
PAVEMENT MARKINGS	\$342.00	PLOW/SHOVEL SNOW DOUBLE EAGLE
PDS	\$669.30	MICROSOFT OFFICE 365 MNTHLY SVS
PORTER MUIRHEAD CORNIA & HOWARD	\$65,000.00	ANNUAL AUDIT 2024
POWDER RIVER HEATING & AIR COND. INC.	\$343.84	SVS CALL RTU 14
POWDER RIVER POWER SHERIDAN	\$315.45	HOSE FITTINGS UNIT 1-02
RAPID FIRE PROTECTION INC	\$1,580.00	SPRINKLER/BACKFLOW INSP.
RDO EQUIPMENT CO	\$273.89	LAMP/TAIL LAMP UNIT 1-02
REIMERS, MELISSA E	\$83.53	REIMBURSEMENT
ROBBINS DERMATOLOGY PC	\$420.00	MEDICAL SVS
ROCKY MOUNTAIN POWER	\$1,363.69	CSBG - ELECTRIC SVS/UTILITY PMNT
SAGEBRUSH LAW FIRM, LLC	\$590.05	LEGAL SVS
SALT LAKE WHOLESALE SPORTS	\$1,707.90	BEAN BAG CARTRIDGES/OC VAPOR GRNDE
SHERIDAN ACE HARDWARE	\$122.49	JAW PLIERS/BOLT EYE W/NUTS
SHERIDAN CNTY AIRPORT	\$40,527.29	AIRPORT FUNDING NOV 2024
SHERIDAN CNTY FAIR ASSN	\$53,333.33	FAIR BOARD FUNDING NOV 2024
SHERIDAN CNTY FULMER PUBLIC LIBRARY	\$124,000.00	LIBRARY FUNDING NOVEMBER 24
SHERIDAN COMMERCIAL CO	\$683.31	FASTENER/DECJK BRUSH/ANTIFREEZE
SHERIDAN FIRE EQUIPMENT	\$311.00	HOOD SYSTEM MAINT
SHERIDAN HONDA	\$408.12	OIL CHANGES
SHERIDAN MOTORS	\$18.16	PAINT
SHERIDAN PRESS INC.	\$250.00	PUBLICATION
SHERIDAN SEED CO INC	\$51.99	COLLAR
SHERWIN WILLIAMS	\$10.97	CS POLY KNIT
SIMON CONTRACTORS	\$44,226.61	ASPHALT REMOVAL/REPLACE
SKAGGS COMPANIES INC	\$67.00	UNIFORM PANTS



SPARK INNOVATIONS	\$1,393.00	DAMPER MOTORS/DAMPER ACTUATORS
STAPLES	\$198.20	BROTHER DRUM UNIT/RIBBON
STERICYCLE INC	\$179.69	STERI-SAFE OSHA/PATH CHEMO SUBSC.
SUGARLAND WALK IN CLINIC	\$330.00	PRE-EMPLY PNL/DRUG SCREEN
SUMMIT FOOD SERVICES LLC	\$25,598.42	FOOD SVS DETENTION
SURVIVAL ARMOR	\$297.96	RAID VEST/ID-FLAP/NAME TAB
SWINYER, EMILY	\$43.88	REIMBURSEMENT
TERRY, SUSAN D	\$3.15	REIMBURSEMENT
THE COUNTRY BOUNTY	\$135.00	FLU CLINIC DISPLAY AD
THE FOOT CARE CENTER LLC	\$305.00	MEDICAL SVS DETENTION
THE MASTER'S TOUCH LLC	\$511.74	MAILING SVS FOR DMV PCS/POSTCARD
THE TINT SHOP	\$120.00	FNT DOORS TINTED SUV
TIRE - RAMA CORPORATE OFFICE	\$937.87	OIL CHANGES/TIRES
TOP OFFICE PRODUCTS INC.	\$605.25	CHAIR MATS/BADGES/NOTARY STGAMP
TOTAL COMFORT	\$2,824.50	SERVICE TO HEATERS
TRUE NORTH STEEL	\$8,782.00	CATTLE GUARDS
TW ENTERPRISES INC	\$877.08	ANNUAL GENERATOR SVS/MAINT
TYLER TECHNOLOGIES INC.	\$433.78	IDOC/ITAX WEB HOSTING
UNIVERSITY OF WYO	\$181.41	CHARTER REBILL OCT24
US BANCORP	\$107,960.63	ANNUAL LEASE PMNT MOTOR GRADER
VOLUNTEERS OF AMERICA	\$3,299.28	CSBG FY 2024 JUNE/SEPT PAYMENT
WAREING MOTORS SHERIDAN INC	\$187.40	OIL CHANGE
WATER PRODUCTS & SOLUTIONS, INC	\$238.75	WATER/DISPENSER
WATT, HEATHER C	\$132.00	CARETAKER SVS STORY PARK NOV 24
WINSUPPLY OF SHERIDAN	\$26.43	CLOS REPAIR KIT
WY DEPT. OF HEALTH	\$47,690.78	1ST QTR JULY THRU SEPT 24
WYOMING MACHINERY COMPANY	\$1,639.71	PARTS
WYOMING PUBLIC HEALTH LAB	\$1,299.00	LAB TESTING
YONKEE & TONER, LLP	\$217.50	JV-2023-16 LEGAL SVS
<b>TOTAL GENERAL COUNTY WARRANTS</b>	<b>\$701,230.62</b>	
<b>AIRPORT WARRANTS</b>		
<b>VENDOR</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
ACE RADIATOR	\$109.75	RADIATOR REPAIR
BIGHORN SECURITY	\$45.00	KEYS
BLOEDORN LUMBER	\$168.60	SIDING SEAL STRIPS
CITY OF SHERIDAN	\$868.10	UTILITIES
CLOCKWORK ACCOUNTING	\$4,000.00	FY24 AUDIT
CAN SURETY	\$350.00	ROBERT GILL BOND
COMTRONIX	\$1,315.98	FIRE MONITORING, RELAY
COUNTY TRASH LLC	\$400.00	DUMPSTER- FULL MONTH
DYT SOLUTIONS LLC	\$5,225.57	MARKETING GRANT

FARMERS CO-OP OIL CO. INC	\$4,203.97	DIESEL/GREASE
GRAINGER INC	\$294.31	JANITORIAL SERVICES
HOME DEPOT	\$1,751.24	LIGHTS/SHELVING/REFLECTIVE MARKERS
IDEAL MFG, INC.	\$576.21	SLOW DOWN SWITCH/VALVE
K.A.R.E EMS SOLUTIONS LLC	\$900.00	EMR COURSE
LEE METAL WORKS	\$135.00	MAINTENANCE
MASTERCARD 2	\$893.35	FILTERS/TRAINING MEALS
MDU	\$4,247.08	UTILITIES
MORRISON-MAIERLE	\$4,000.00	LEGAL SERVICES
MORRISON-MAIERLE 14	\$21,814.50	REALIGN TAXIWAY A
NORCO INC	\$758.38	JANITORIAL SUPPLIES
PEAK PEST SOLUTIONS LLC	\$102.08	MONTHLY SERVICE
PTOLEMY DATA SYSTEMS	\$133.30	IT SUPPORT
RANGE	\$503.38	PHONE/INTERNET
SERVALL UNIFORM & LINEN SUPPLY	\$94.42	SHOP TOWELS
SHERIDAN AUTO PARTS SOLUTIONS LLC	\$716.93	WIPER BLADES/ BRAKE CLEANER/FILTERS
THE SHERIDAN PRESS	\$171.23	PUBLICATION
TIRE RAMA	\$873.59	TIRES GMC/RTV
ULINE	\$25.50	CABLE TIE GUN
VERIZON	\$150.73	ARFF PHONE/TABLETS
WALMART	\$180.32	WATER/HEATER/OFFICE SUPPLIES
<b>TOTAL AIRPORT WARRANTS</b>	<b>\$55,008.52</b>	

**Motion on Consent Agenda.**

Motion by Commissioner Wright to approve the consent agenda and authorize the Chairman to sign documents as required.

Vote Motion Passed.

**Consider Agenda.**

Motion by Commissioner Haswell to approve the agenda as published.

Vote Motion Passed.

**Announcements.**

Chairman Siddle recognized Wesley Smiley, Building Official, Sheridan County Public Works for 10 years of service, Jonathan Gorzalka, District Operator, Sheridan County Road and Bridge for 5 years of service and Michael Smith, Administrative Support, Sheridan County Sheriff's Office for 15 years of service

**Public Comments on Matters not on the Agenda.**

None.

**Consider Resolution 24-12-025, 2025 Sheridan County Holiday Courthouse Closure Schedule.**

Cameron Duff, Administrative Director.

The only changes to the Sheridan County Holiday Courthouse Closure Schedule is updating the days of the week for 2025.

Motion by Commissioner Jennings to approve and authorize the Chairman to sign Resolution 24-12-025 Sheridan County Holiday Courthouse Closure Schedule for 2025 as presented.

Vote Motion Passed.

**Consider Agreement between the City of Sheridan and Sheridan County granting the City temporary access to Courthouse property for a waterline replacement project.**

Cameron Duff, Administrative Director.

City of Sheridan would like to sign an agreement to work on the waterline from Main Street to Whitney. The City seeks permission to place temporary fencing for accessing utilities on County property if necessary. Additionally, parking along Whitney will change from a 60-degree angle to a 40 -degree angle.

Motion by Commissioner Haswell to approve and authorize the Chairman to sign the agreement between City of Sheridan and Sheridan County granting the City temporary access to Courthouse property for a waterline replacement project.

Vote Motion Passed.

**Consider Agreement between the City of Sheridan and Sheridan County granting the City temporary access to Public Health property for a waterline replacement project.**

Cameron Duff, Administrative Director.

The water project will modify the two angled handicapped parking spots in front of the public health building to a pull-in spot, aimed at preventing backing-up on Main Street. The change is the only adjustment affecting the public health facility.

Motion by Commissioner Ringley to approve and authorize the Chairman to sign the agreement between City of Sheridan and Sheridan County granting the City temporary access to Public Health property for a waterline replacement project.

Vote Motion Passed.

**Consider Resolution 24-12-024 Initiation of Process to Establish a New County Road and Appointment of Viewer for the portion of Penrose Lane as described in Exhibit A.**

Ken Muller, County Engineer.

The longstanding legal issues surrounding Penrose Lane, which serves as the main access to the Penrose Trailhead, a public area. The lane has seen development from private property and has been maintained by the county for years. The resolution proposed initiates the process to potentially designate it as a county road.

Motion by Commissioner Wright to approve and authorize the Chairman to sign Resolution 24-12-024 Initiation of Process to Establish a New County Road and Appointment of Viewer for the portion of Penrose Lane as described in Exhibit A.

Vote Motion Passed.

**Consider Item EV-24-002: Bedingfield Easement Vacation**

Andrea Hauber, Planning Assistant.

Jeffrey and Dana Bedingfield have requested to vacate a ten-foot utility easement to facilitate building on their property line, with no objections from service providers. On November 19<sup>th</sup>, 2024, the Sheridan County Planning and Zoning Commission unanimously voted 5-0 to recommend approval of their application.

Motion by Commissioner Jennings to approve Item EV-24-002: Bedingfield Easement Vacation as recommended by the Planning and Zoning Commission.

Vote Motion Passed.

**Consider award of a Contract for the Fairgrounds Exhibit Hall backup generator project.**

Jesse Ludikhuizen, Emergency Management Coordinator.

The Wyoming Office of Homeland Security awarded a grant for the generator project, and after soliciting bids, three proposals were received. The lowest bid came from Apex Mechanical for \$67,625.00, which was higher than the grant amount by \$5,000.00.

Motion by Commissioner Haswell to award a contract for the Fairgrounds Exhibit Hall backup generator project to Apex Mechanical, Inc. in the amount of \$67,625.00 and authorize the Chairman to sign any contract documents.

Vote Motion Passed.

**Consider Resolution 24-12-026 Approval for Part-Time Circuit Court Magistrate.**

Cameron Duff, Administrative Director.

The resolution presented formalizes the appointment of part-time magistrates Zachary Leininger and Christina Cherni, as outlined in Judge Bunting's letter from the Circuit Court. Their qualifications align with the courts requirements, and state authorization has been granted for these appointments. There will be no financial burden on the county, as funding will be provided by the state.

Motion by Commissioner Ringley to approve Resolution 24-12-026 Approval for Part-Time Circuit Court Magistrate.

Vote Motion Passed.

**Consider Award of Agreement for Airport Engineering Services between Sheridan County and Morrison-Maierle**

Robert Gill, Airport Manager.

This award agreement for engineering and architectural services at the Sheridan County Airport follows FAA regulations requiring federal funding recipients to engage a qualified consulting firm for oversight of engineering duties. After issuing a Request for Qualifications (RFQ) to 31 firms and advertising the opportunity, the airport received only one proposal from Morrison-Maierle. An evaluation committee, consisting of Nick Siddle, Ken Muller, Mark Reid and Robert Gill, reviewed the submission based on FAA

guidelines emphasizing performance and qualifications. Morrison-Maierle meets all necessary standards for the airport needs.

Motion by Commissioner Wright to approve and authorize the Chairman to sign documents as required for the Award of Agreement for Airport Engineering Services between Sheridan County and Morrison-Maierle.

Vote Motion Passed.

**Consider Amendment # 1 to Lease Agreement between the Sheridan County Sportsmen’s Association and Sheridan County.**

Terry Weitzel, Parks & Recreation Board Chairman.

Chairman Siddle recommended tabling the matter pending further information and discussion with the association.

Motion by Commissioner Jennings to table Amendment # 1 to Lease Agreement between the Sheridan County Sportsmen’s Association and Sheridan County.

Vote Motion Passed.

**Adjourn:** Chairman Siddle adjourned the meeting at 9:26 a.m.

BOARD OF COUNTY COMMISSIONERS  
Sheridan County, Wyoming

Attest:

\_\_\_\_\_  
Nick Siddle, Chairman

\_\_\_\_\_  
Eda Schunk Thompson, County Clerk

**Sheridan County Board of County Commissioners Staff Meeting Minutes**  
**County Courthouse, 224 S. Main Street, 2<sup>nd</sup> Floor Board Room, #220**  
**Monday, December 9, 2024, 9:00 a.m.**

**Commissioners Present:** Christi Haswell (Chair Pro Tem), Holly Jennings, Tom Ringley.

**Commissioners Not Present:** Nick Siddle Lonnie Wright.

**Chief Deputy County Clerk Present:** Kimberly Hein.

**Elected Present:**

Katie Araas, County Treasurer;  
 Levi Dominguez, County Sheriff.

**Staff Present:**

Clint Beaver, Deputy County Attorney;  
 Kenny Custis, Human Resources Manager;  
 Cameron Duff, Administrative Director;  
 Misti Dunkelberger, County Clerk Administrative Coordinator;  
 Robert Gill, Airport Manager;  
 Kelly Iott, Administrative Coordinator;  
 Jesse Ludikhuizen, Emergency Management Coordinator;  
 Ken Muller, County Engineer;  
 Deb Ottema, County Clerk Financial Coordinator;  
 Kimber Solberg, Fairgrounds Director;  
 Chris Thomas, Sheridan County Fire Warden.

**Call to Order:** Chair Pro Tem Haswell called the session to order at 9:00 a.m.

**Elected and Staff Reports and Topics Discussed:**

Ken Muller, County Engineer.

Mr. Muller provided updates regarding a contractor incident where a ten-inch waterline was accidentally hit on Upper Road, necessitating repairs that damaged a new paved section, which will remain a gravel patch until it can be properly resurfaced next year. Red Grade Road Public Meeting is scheduled for Tuesday, December 10<sup>th</sup>, 2024, in Room 210 from 5:30 to 7:30. Road and Bridge crews are trimming trees this week, while a new employee undergoes motor grader training. Viewer report for a vacation petition on 14<sup>th</sup> Street is completed.

Jesse Ludikhuizen, Emergency Management Coordinator.

A grant for \$44,552 from the Wyoming office of Homeland Security has been awarded for emergency management performance, which covers half of Mr. Ludikhuizen's salary and benefits and noted that while this grant has been consistently received over the years, federal funding levels have not increased.

Cameron Duff, Administrative Director.

Mr. Duff mentioned that the MOU for the opioid settlement will be discussed at the meeting on December 17, 2024, the Brooke Street project, heated concrete will be tested on Thursday, and if successful, the project will soon be handed over to the county.

**Board Updates:**

Commissioner Jennings has been working on a proposal, regarding the potential delay of closing Red Grade Road, engaging with Deputy County Attorney, Clint Beaver and Sheriff Dominguez to explore various safety concerns and implications of both the December 15<sup>th</sup> and April 1<sup>st</sup> dates.

Commissioner Haswell will be out Tuesday, and several County Commissioners will be out of the office this week for the Wyoming County Commissioners Association (WCCA) meeting in Buffalo.

**Consider award of a Contract for the Little Big Horn Canyon Fuels Mitigation Project.**

Commissioner Haswell proposed to table the consideration of the contract for Bighorn Canyon Fuels Mitigation project until the December 17, 2024, meeting to give Deputy County Attorney, Clint Beaver time to review the contract.

Motion by Commissioner Jennings to table a contract for the Little Big Horn Canyon Fuels Mitigation project until December 17, 2024, meeting.

Vote Motion Passed.

**Adjourn:** Chair Pro Tem Haswell adjourned the meeting at 9:13 a.m.

BOARD OF COUNTY COMMISSIONERS  
Sheridan County, Wyoming

Attest:

\_\_\_\_\_  
Christi Haswell, Chair Pro Tem

\_\_\_\_\_  
Eda Schunk Thompson, County Clerk

Sheridan County Board of County Commissioners, Airport Meeting Minutes  
Airport Managers Office, 908 West Brundage Lane  
Tuesday, December 10, 2024, 8:30 a.m.

**Commissioners Present:** Holly Jennings, Tom Ringley, Nick Siddle (Chair), Lonnie Wright.

**Commissioners Not Present:** Christi Haswell.

**Chief Deputy County Clerk Present:** Kimberly Hein.

**Staff Present:**

- Bonnie Formisano, Airport Office Manager;
- Cameron Duff, Administrative Director;
- Misti Dunkelberger, County Clerk Administrative Coordinator;
- Robert Gill, Airport Manager.

**Call to Order:** Chairman Nick Siddle called the meeting to order at 8:30 a.m.

**Staff Report:**

Robert Gill, Airport Manager.

Passenger numbers have grown significantly in recent years, reaching nearly 30,000 enplanements or close to 58,000 total passengers (enplane and deplane) for 2024 compared to 16,000 total passengers (enplane and deplane) pre-SkyWest in 2019. This had led to parking and capacity issues, especially around peak travel times.

The Airport is considering expanding parking and upgrading the terminal building to accommodate larger aircraft (67+ passengers) that would require more extensive security measures and badging systems.

SkyWest has proposed adding an additional daily flight, but the high costs associated with this would be difficult for the local community to absorb, especially if state funding support is reduced.

An economic impact study is planned to better understand the airports role and economic contributions to the region.

Other updates include progress on the airports taxiway relining project, interest in leasing available lots in the Business Park.

**Adjourn:** Chairman Siddle adjourned the meeting at 9:14 a.m.

BOARD OF COUNTY COMMISSIONERS  
Sheridan County, Wyoming

Attest:

\_\_\_\_\_  
Nick Siddle, Chairman

\_\_\_\_\_  
Eda Schunk Thompson, County Clerk



**Sheridan County Board of County Commissioners, Special Meeting Minutes  
County Courthouse, 224 S. Main Street, 2<sup>nd</sup> Floor Board Room, #220  
Thursday, December 10, 2024, 11:00 a.m.**

**Commissioners Present:** Holly Jennings, Tom Ringley, Nick Siddle (Chair), Lonnie Wright.

**Commissioners Not Present:** Christi Haswell.

**Chief Deputy Clerk Present:** Kimberly Hein.

**Elected Present:**

None.

**Staff Present:**

Misti Dunkelberger, County Clerk Administrative Coordinator.

**Call to Order:** Chairman Siddle called the meeting to order at 11:00 a.m.  
Pledge of Allegiance.

**Interviews of Candidates for Appointment to the Sheridan County Fair Association Board.**  
Candidates in Attendance: Susan Terry and Harry Pollak.

**Interviews of Candidates for Appointment to the Sheridan County Weed and Pest Control District.**

Candidates in Attendance: Daniel W. Reinke and Nathan Kane interviewed by telephone.

Chairman Siddle explained the purpose of today's meeting is to interview candidates for the appointment to the Sheridan County Fair Association Board and Sheridan County Weed and Pest. After the interviews, the board discusses whether to go into executive session to consider the appointments, but ultimately decided to make the decision in the public meeting.

**Adjourn:** Chairman Siddle adjourned the meeting at 11:45 a.m.

BOARD OF COUNTY COMMISSIONERS  
Sheridan County, Wyoming

Attest:

\_\_\_\_\_  
Nick Siddle, Chairman

\_\_\_\_\_  
Eda Schunk Thompson, County Clerk



# Sheridan County

## W.S. 518-3-814 MONTHLY STATEMENT

Statement of the collections by EDA SCHUNK THOMPSON as  
Name of Elected or Appointed County Official  
Title COUNTY CLERK for the County of Sheridan,  
 State of Wyoming for the month ending November 30, 2024, filed with the County  
 Clerk for presentation to the Board of County Commissioners.

See attached documents.

I hereby certify that the above is true and correct statement of the monies collected by me and that the same has been paid to the County Treasurer.

This 4<sup>th</sup> day of December, 2024

Eda Schunk Thompson  
 Sheridan County Elected or Appointed County Official

REPORT OF  
Collection of Monies

EDA SCHUNK THOMPSON

Name of Elected or Appointed County Official

AS

COUNTY CLERK

Title

For the month of

November, 2024

TO BE COMPLETED BY THE COUNTY CLERK  
FILED WITH COUNTY CLERK

**FILED**  
Sheridan County Clerk & Recorder

NOV 04 2024

EDA SCHUNK THOMPSON, CLERK

Deborah Ottene DEPUTY  
County Clerk & Recorder

Presented and acknowledged by the Board of County

Commissioners on this 09 day of

December, 2024

Christi Howell  
Chairman

pro temp

SHERIDAN COUNTY  
 224 S MAIN - SUITE B3  
 SHERIDAN, WY 82801  
 MISC RECEIPTS

Trans Date: 12/05/2024

Receipt#: 28989

Clerk ID: kschaefer

Receipt Total: 34,893.83

Receipt Type: MISC

Received Of: SHEIDAN CO CLERKS

On Account Of: CO CLERK'S FEES

Line#	PT	Account	Description	Amount
1	R	1000.000.44003.0100.000	COUNTY CLERK RECORDING F	11,048.00
2	R	1000.000.44003.0100.000	PLATS (RECORDING FEES)	425.00
3	R	1000.000.42001.0100.000	MARRIAGE LICENSE	360.00
4	R	1000.000.44002.0100.000	FINANCING (FILING FEES)	5,300.00
5	R	1000.000.44002.0100.000	STATEMENTS (FILING FEES)	20.00
6	R	1000.000.44001.0100.000	TITLES	14,430.00
7	R	1000.000.44000.0100.000	CITY VIN INSPECTION FEE	300.00
8	R	1000.000.42000.0100.000	LIQUOR LICENSE & MALT BE	90.00
9	R	1000.000.40100.0100.000	GENERAL CO CHECKING ACCO	165.63
10	R	1000.000.42003.0100.000	COPIES & MAIL	188.00
11	R	1000.000.44000.0100.000	ALL OTHER INSPECTIONS	131.00
12	R	1000.000.44000.0100.000	SO VIN INSPECTIONS	1,420.00
13	R	1000.000.44000.0100.000	OUT OF STATE INSPECTIONS	10.00
14	R	1000.000.44003.0100.000	IDOC FEES	876.00
15	E	1000.210.50770.0100.000	FIXED & MISC CHARGES	10.00-
			BANK CHARGES	
16	R	1000.000.42003.0100.000	PUBLIC RECORDS FEES	10.00
17	R	1000.000.44003.0100.000	ARCASEARCH	130.20

Payment	Type	Doc#	Description	Amount
CHECK		559	CO CLERK'S FEES	34,893.83

**Receipt Totals**

By Date: 11/1/2024 12:00 AM - 11/30/2024 11:59 PM; Departments: All; Accrual-based detail.

Sheridan County  
Wednesday, December 4, 2024 12:57 PM

**Summary:**

**Receipt Item Totals**

	Paid	Charged	Debited	Total
Document:	\$33,520.00	\$0.00	\$24.00	\$33,544.00
Non Document:	\$188.00	\$0.00	\$0.00	\$188.00
<b>Subtotal:</b>	<b>\$33,708.00</b>	<b>\$0.00</b>	<b>\$24.00</b>	<b>\$33,732.00</b>

**Payment on Account Totals**

Applied:	\$0.00
Refunded:	\$0.00
Unposted:	\$500.00
<b>Net Posted:</b>	<b>\$500.00</b>

**Payments & Refunds**

Cash:	\$5,201.00
Check:	\$20,560.00
Debit/Credit:	\$4,036.00
eRECORDING:	\$4,411.00
<b>Total:</b>	<b>\$34,208.00</b>

**Revenue Account Activity**

1000.000.44003.0100.000	RECORDING FEES (REAL)	\$11,024.00	\$0.00	\$24.00	\$11,048.00
1000.000.44003.0100.000	PLATS (RECORDING FEES)	\$425.00	\$0.00	\$0.00	\$425.00
1000.000.42001.0100.000	MARRIAGE LICENSES	\$360.00	\$0.00	\$0.00	\$360.00
1000.000.44002.0100.000	FINANCING (FILING FEES)	\$5,300.00	\$0.00	\$0.00	\$5,300.00
1000.000.44002.0100.000	STATEMENTS (FILING FEES)	\$20.00	\$0.00	\$0.00	\$20.00
1000.000.44001.0100.000	TITLES	\$14,430.00	\$0.00	\$0.00	\$14,430.00
1000.000.44000.0100.000	ALL OTHER INSPECTIONS	\$131.00	\$0.00	\$0.00	\$131.00
1000.000.44000.0100.000	CITY POLICE INSPECTION	\$300.00	\$0.00	\$0.00	\$300.00
1000.000.42000.0100.000	LIQUOR LICENSES	\$90.00	\$0.00	\$0.00	\$90.00
1000.000.44000.0100.000	SO INSPECTION	\$1,420.00	\$0.00	\$0.00	\$1,420.00
1000.000.42003.0100.000	COPIES	\$188.00	\$0.00	\$0.00	\$188.00
1000.000.44000.0100.000	OUT OF STATE INSPECTIONS	\$10.00	\$0.00	\$0.00	\$10.00
1000.000.42003.0100.000	PUBLIC RECORDS FEES	\$10.00	\$0.00	\$0.00	\$10.00
<b>Totals:</b>		<b>\$33,708.00</b>	<b>\$0.00</b>	<b>\$24.00</b>	<b>\$33,732.00</b>

Date	Docucono total Business	Docucono Doyrs Business	Patl Federal Bank balance	Patl Federal Bank Deposits	Loat Deposit Month	Over	Short	Credit Cards	Credit Cards Funded	E-Recording Funded	E-Recording Funded	Road Vaccine Deposit & Returns	Road Vaccine Debit	Debt Olimna	International Only
1	\$4,818.12	\$2,252.00	\$42,021.14	\$1,459.00	\$2,540.50	\$10.00	\$445.00	\$300.00	\$321.00	\$381.00					
2	\$4,129.12	\$282.00	\$44,800.14	\$1,410.00			\$0.00	\$0.00	\$0.00	\$0.00					
3	\$4,437.12	\$1,728.00	\$46,527.14	\$1,410.00			\$0.00	\$0.00	\$0.00	\$0.00					
4	\$5,038.17	\$1,011.00	\$47,538.14	\$400.00		\$10.00	\$185.00	\$0.00	\$120.00	\$0.00					
5	\$5,038.17	\$1,485.50	\$49,023.64	\$1,028.50			\$0.00	\$0.00	\$0.00	\$0.00					
6	\$5,038.17	\$1,693.50	\$47,330.14	\$1,379.50			\$251.00	\$130.00	\$0.00	\$0.00					
7	\$5,038.17	\$0.00	\$48,368.64	\$1,501.50			\$130.00	\$265.00	\$205.00	\$0.00			\$500.00		
8	\$5,038.17	\$0.00	\$50,296.14	\$0.00			\$0.00	\$0.00	\$159.00	\$69.00					
9	\$5,038.17	\$0.00	\$50,296.14	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00					
10	\$5,038.17	\$0.00	\$50,296.14	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00					
11	\$5,038.17	\$1,818.50	\$52,114.64	\$1,344.00			\$0.00	\$0.00	\$0.00	\$0.00					
12	\$5,038.17	\$2,784.50	\$54,899.14	\$2,340.50			\$356.00	\$138.00	\$0.00	\$0.00					
13	\$4,038.17	\$1,887.00	\$56,786.14	\$2,340.50			\$231.00	\$213.00	\$0.00	\$0.00					
14	\$4,038.17	\$0.00	\$56,786.14	\$1,395.00			\$195.00	\$492.00	\$0.00	\$0.00					
15	\$4,038.17	\$0.00	\$56,786.14	\$0.00			\$205.00	\$396.00	\$0.00	\$0.00					
16	\$4,038.17	\$2,148.50	\$58,934.64	\$1,528.50			\$0.00	\$0.00	\$0.00	\$0.00					
17	\$4,038.17	\$0.00	\$58,934.64	\$1,528.50			\$0.00	\$0.00	\$0.00	\$0.00					
18	\$4,038.17	\$1,497.50	\$60,432.14	\$1,528.50			\$1,950.00	\$423.00	\$0.00	\$0.00					
19	\$4,038.17	\$0.00	\$60,432.14	\$1,325.00			\$274.00	\$345.00	\$0.00	\$0.00					
20	\$4,038.17	\$2,367.00	\$62,799.14	\$1,473.00	\$15.00		\$200.00	\$177.00	\$0.00	\$0.00					
21	\$4,038.17	\$0.00	\$62,799.14	\$1,473.00			\$180.00	\$150.00	\$0.00	\$0.00					
22	\$4,038.17	\$1,823.00	\$64,622.14	\$1,319.50			\$180.00	\$240.00	\$0.00	\$0.00					
23	\$4,038.17	\$1,209.50	\$66,461.64	\$0.00			\$150.00	\$150.00	\$0.00	\$0.00					
24	\$4,038.17	\$0.00	\$66,461.64	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00					
25	\$4,038.17	\$0.00	\$66,461.64	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00					
26	\$4,038.17	\$0.00	\$66,461.64	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00					
27	\$4,038.17	\$0.00	\$66,461.64	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00					
28	\$4,038.17	\$0.00	\$66,461.64	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00					
29	\$4,038.17	\$0.00	\$66,461.64	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00					
30	\$4,038.17	\$0.00	\$66,461.64	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00					
TOTALS	\$31,986.00	\$31,986.00	\$23,937.50	\$18,130.50	\$25.00	\$35.00	\$403.00	\$0.00	\$4,411.00	\$0.00	\$500.00	\$24.00			

Patl Federal Bank balance	Patl Federal Bank Deposits	Loat Deposit Month	Over	Short	Credit Cards	Credit Cards Funded	E-Recording Funded	E-Recording Funded	Road Vaccine Deposit & Returns	Road Vaccine Debit	Debt Olimna	International Only
\$42,021.14	\$1,459.00	\$2,540.50	\$10.00	\$445.00	\$300.00	\$321.00	\$381.00					
\$44,800.14	\$1,410.00			\$0.00	\$0.00	\$0.00	\$0.00					
\$46,527.14	\$1,410.00			\$0.00	\$0.00	\$0.00	\$0.00					
\$47,538.14	\$400.00	\$10.00		\$185.00	\$0.00	\$120.00	\$0.00					
\$49,023.64	\$1,028.50			\$0.00	\$0.00	\$0.00	\$0.00					
\$47,330.14	\$1,379.50			\$251.00	\$130.00	\$205.00	\$0.00			\$500.00		
\$48,368.64	\$1,501.50			\$130.00	\$265.00	\$159.00	\$69.00					
\$50,296.14	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00					
\$52,114.64	\$1,344.00			\$0.00	\$0.00	\$0.00	\$0.00					
\$54,899.14	\$2,340.50			\$356.00	\$138.00	\$0.00	\$0.00					
\$56,786.14	\$2,340.50			\$231.00	\$213.00	\$0.00	\$0.00					
\$56,786.14	\$1,395.00			\$195.00	\$492.00	\$0.00	\$0.00					
\$58,934.64	\$0.00			\$205.00	\$396.00	\$0.00	\$0.00					
\$60,432.14	\$1,528.50			\$0.00	\$0.00	\$0.00	\$0.00					
\$60,432.14	\$1,528.50			\$1,950.00	\$423.00	\$0.00	\$0.00					
\$62,799.14	\$1,325.00	\$15.00		\$274.00	\$345.00	\$0.00	\$0.00					
\$62,799.14	\$1,473.00			\$200.00	\$177.00	\$0.00	\$0.00					
\$64,622.14	\$1,473.00			\$180.00	\$150.00	\$0.00	\$0.00					
\$66,461.64	\$1,319.50			\$180.00	\$240.00	\$0.00	\$0.00					
\$66,461.64	\$0.00			\$150.00	\$150.00	\$0.00	\$0.00					
\$66,461.64	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00					
\$66,461.64	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00					
\$66,461.64	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00					
\$66,461.64	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00					
\$66,461.64	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00					
\$66,461.64	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00					

Interest \$165.63  
 Support \$48,728.27  
 Last deposit in Oct \$2,452.50  
 Credit Cards Deposited in Nov \$4,396.00  
 E-Recording Deposited in Nov \$4,797.00  
 ACH for Medicare \$1,023.00  
 ACH for Medicare \$1,023.00  
 Freedom Ranch Bank \$597.00  
 Bank balance as of 11/30/2024 \$34,398.50

Total Business 11/30/2024 \$33,702.00  
 Interest \$165.63  
 ACH for Medicare \$876.00  
 Total ACH Deduction \$1,002.00  
 Total Free Cash \$33,702.00  
 Last deposit in Oct / CC & E-Recording deposit in Nov \$3,303.50  
 Difference \$507.50

Difference \$837.50  
 E-Recording deposit in Nov \$1,503.00  
 Road Vaccine Deposit in Nov \$500.00  
 Total Difference \$274.00

Repored By: Deb Olimna  
 Reviewed By: *Ella Skane Thompson 12-24-24*  
*Kimberly Klein 12-14-24*  
 Block FontFamulo Blue FontKeyed in info

Nov-24  
 Docucono total Business  
 Docucono Doyrs Business  
 Patl Federal Bank balance  
 Patl Federal Bank Deposits  
 Loat Deposit Month  
 Over  
 Short  
 Credit Cards  
 Credit Cards Funded  
 E-Recording Funded  
 E-Recording Funded  
 Road Vaccine Deposit & Returns  
 Road Vaccine Debit  
 Debt Olimna  
 International Only

29.

Step #2 – County Clerk



# Sheridan County

## W.S. 18-3-814 MONTHLY STATEMENT

Statement of the collections by Mark Reid as  
Name of Elected or Appointed County Official  
County Planner for the County of Sheridan,  
Title  
State of Wyoming for the month ending November, 2024, filed with the  
County Clerk for presentation to the Board of County Commissioners.

See attached documents.

I hereby certify that the above is true and correct statement of the monies collected by me and that the same has been paid to the County Treasurer.

This 27<sup>th</sup> day of November, 2024

  
Sheridan County Elected or Appointed County Official

REPORT OF  
Collection of Monies

Mark Reid  
Name of Elected or Appointed County Official

AS

County Planner  
Title

For the month of  
November, 2024

TO BE COMPLETED BY THE COUNTY CLERK  
FILED WITH COUNTY CLERK

**FILED**  
Sheridan County Clerk & Recorder

**DEC 02 2024**

EDA SCHUNK THOMPSON, CLERK  
Rebecca Thompson DEPUTY  
County Clerk  
Shirley Woodruff

Presented and acknowledged by the Board of County

Commissioners on this 09 day of

December, 2024

Christy Lane  
Chairman  
pro temp



SHERIDAN COUNTY  
224 S MAIN - SUITE B3  
SHERIDAN, WY 82801  
MISC RECEIPTS

Trans Date: 11/27/2024

Receipt#: 28978

Clerk ID: kschaefer

Receipt Total: 11,393.17

Receipt Type: MISC

Received Of: SHERIDAN CO PUBLIC WORKS

On Account Of: PUBLIC WORKS FEES

Line#	PT	Account	Description	Amount
1	R	1000.000.42104.0100.000	PLANNING BUILDING PERMIT	10,018.17
2	R	1000.000.42105.0100.000	PLANNING SEPTIC PERMITS	1,250.00
3	R	1000.000.44551.0100.000	PLANNING MISCELLANEOUS	125.00

Payment Type	Doc#	Description	Amount
CURRENCY		PUBLIC WORKS FEES	250.00
CHECK	8-CHECKS	PUBLIC WORKS FEES	11,143.17

PUBLIC WORKS DEPARTMENT RECORD OF RECEIPTS TO THE SHERIDAN COUNTY TREASURER

DATE: 11/26/2024

CASH:	Cash Amount	Receipt #	Name
	\$250.00	755140	Gavi Engineering

CHECKS:	Cash Amount	Receipt #	Name
	\$25.00	755133	WWC Engineering
	\$250.00	755134	Charlie & Kathy Powers
	\$4,983.36	755135	Schuster Construction LLC
	\$250.00	755136	Cowboy State Excavation LLC
	\$100.00	755137	Blair Hotels, Inc
	\$5,034.81	755138	First Northern Bank/Travis & Lindsay Williamson
	\$250.00	755139	Jason Butts
	\$250.00	755141	Norwood Construction, Inc

							\$ AMOUNT
ENGINEERING UTILITY LICENSE (R.O.W.)	1000.000.42100.0100.0000						\$0.00
PLANNING - REZONE	1000.000.42101.0100.0000						\$0.00
PLANNING CONDITIONAL USE PERMITS (CUP)	1000.000.42102.0100.0000						\$0.00
PLANNING ZONING PERMITS	1000.000.42103.0100.0000						\$0.00
ENG. BUILDING PERMITS	1000.000.42104.0100.0000						\$10,018.17
ENG SEPTIC PERMITS	1000.000.42105.0100.0000						\$1,250.00
PLANNING SUBDIVISION PERMITS	1000.000.42106.0100.0000						\$0.00
PLANNING VARIANCE	1000.000.42109.0100.0000						\$0.00
PLANNING QUARRY PERMITS	1000.000.42110.0100.0000						\$0.00
PLANNING ALLEY & ROAD VACATIONS	1000.000.42111.0100.0000						\$0.00
FINAL FLAT SUBDIVISION PERMITS	1000.000.42112.0100.0000						\$0.00
PLANNING MISCELLANEOUS	1000.000.44551.0100.0000						\$1,125.00
REIMBURSEMENT FROM SAWS, JPB	1000.000.48001.0100.0000						\$0.00
TOTAL							\$11,393.17

Septic	Building	Zoning	Misc	CUP	ROW
250.00	4,983.36		25.00		
250.00	5,034.81		100.00		
250.00					
250.00					

Totals 1,250.00 10,018.17 0.00 125.00 0.00 0.00

Checks	\$11,143.17
Cash	\$250.00
<b>TOTAL</b>	<b>\$11,393.17</b>

SHERIDAN COUNTY  
224 S MAIN - SUITE B3  
SHERIDAN, WY 82801  
MISC RECEIPTS

Trans Date: 11/25/2024

Receipt#: 28968

Clerk ID: kschaefer

Receipt Type: MISC

Receipt Total: 650.00

Received Of: SHERIDAN CO PUBLIC WORKS

On Account Of: PUBLIC WORKS CC CHARGE

Line#	PT	Account	Description	Amount
1	R	1000.000.42103.0100.000	PLANNING ZONING PERMITS	150.00
2	R	1000.000.42105.0100.000	PLANNING SEPTIC PERMITS	500.00

Payment Type	Doc#	Description	Amount
CREDIT	3-CHARGES	PUBLIC WORKS CC CHARGES	650.00

Received Transaction Activity

SHERIDAN CO PUBLIC WORKS POS (228038)

Tuesday November 5, 2024

Received (Mountain) First Name

11/05/24 13:09

Last Name

MOUNTAIN M BUILDERS

Auth Code

866190

Method

VISA

Last4

3292

Principal

\$150.00

Service Fee

\$3.83

Amount

\$153.83

\* CODE

Method	Quantity	Principal	Service Fee	Amount
VISA	1	\$150.00	\$3.83	\$153.83
TOTAL	1	\$150.00	\$3.83	\$153.83

Received Transaction Activity  
 SHERIDAN CO PUBLIC WORKS-POS (228038)  
 Wednesday November 13, 2024

Received (Mountain) | First Name  
 11/13/24 11:43 JORDAN

Last Name  
 COOK

Auth Code  
 029261

Method Last4  
 VISA 7028

Principal Service Fee  
 \$250.00 \$6.38

Amount \* CODE  
 \$256.38

Method	Quantity	Principal	Service Fee	Amount
VISA	1	\$250.00	\$6.38	\$256.38
<b>TOTAL</b>	<b>1</b>	<b>\$250.00</b>	<b>\$6.38</b>	<b>\$256.38</b>

Received Transaction Activity

SHERIDAN CO PUBLIC WORKS POS (228038)

Friday November 15, 2024

Received (Mountain) | First Name  
11/15/24 09:19 MICKE

Last Name  
SMALLWOOD

Auth Code  
08588Z

Method  
MAST

Principal  
\$250.00

Service Fee  
\$6.38

Amount \*  
\$256.38

CODE

Method	Quantity	Principal	Service Fee	Amount
MAST	1	\$250.00	\$6.38	\$256.38
TOTAL	1	\$250.00	\$6.38	\$256.38

PUBLIC WORKS DEPARTMENT RECORD OF RECEIPTS TO THE SHERIDAN COUNTY TREASURER

Merchant ID # 228038  
DATE: 11/15/2024

CREDIT/DEBIT: Name

Name	Date Authorized	Amount	Auth. Code
Mountain M Builders	11/15/2024	\$150.00	866190
Cook, Jordan	11/13/2024	\$250.00	029261
Smallwood, Miche	11/15/2024	\$250.00	08588Z
<b>Total Debit/Credit Transactions:</b>		<b>\$850.00</b>	

	ENGINEERING UTILITY LICENSE (R.O.W.)	PLANNING - REZONE	PLANNING CONDITIONAL USE PERMITS (CUP)	PLANNING ZONING PERMITS	ENG. BUILDING PERMITS	ENG. SEPTIC PERMITS	PLANNING SUBDIVISION PERMITS	PLANNING VARIANCE	PLANNING QUARRY PERMITS	PLANNING ALLEY & ROAD VACATIONS	FINAL PLAT SUBDIVISION PERMITS	PLANNING MISCELLANEOUS	TOTAL
	1000.000.42100.0100.000	1000.000.42101.0100.000	1000.000.42102.0100.000	1000.000.42103.0100.000	1000.000.42104.0100.000	1000.000.42105.0100.000	1000.000.42108.0100.000	1000.000.42109.0100.000	1000.000.42110.0100.000	1000.080.42111.0100.000	1000.000.42112.0100.000	1000.000.44551.0100.000	
\$ AMOUNT	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$850.00

	Septic	Building	Zoning	Misc	CUP	ROW
Total	500.00	0.00	150.00	0.00	0.00	0.00

SHERIDAN COUNTY  
224 S MAIN - SUITE B3  
SHERIDAN, WY 82801  
MISC RECEIPTS

Trans Date: 11/19/2024

Receipt#: 28906

Clerk ID: kschaefer

Receipt Total: 18,881.71

Receipt Type: MISC

Received Of: SHERIDAN CO PUBLIC WORKS

On Account Of: PUBLIC WORKS FEES

Line#	PT Account	Description	Amount
1 R	1000.000.42103.0100.000	PLANNING ZONING PERMITS	450.00
2 R	1000.000.42104.0100.000	PLANNING BUILDING PERMIT	17,387.46
3 R	1000.000.42105.0100.000	PLANNING SEPTIC PERMITS	750.00
4 R	1000.000.44551.0100.000	PLANNING MISCELLANEOUS	294.25
Payment Type Doc#			Amount
CURRENCY			18,881.71
PUBLIC WORKS FEES			



PUBLIC WORKS DEPARTMENT RECORD OF RECEIPTS TO THE SHERIDAN COUNTY TREASURER

DATE: 11/15/2024

CASH:

Cash Amount	Receipt #	Name
\$250.00	755118	Cavi Engineering
\$0.25	755120	Customer
\$150.00	755132	Jordan Cook

CHECKS:

Cash Amount	Receipt #	Name
\$250.00	755117	Precision Excavation
\$6,466.59	755119	Van Ewing Construction, Inc
\$150.00	755121	S-G Construction LLC
\$901.21	755122	Renee Chemerin / Carl Wilson
\$168.00	755123	Sheridan County Title
\$73.00	755124	Northern Wyoming Surveys
\$21.00	755125	Wilcox Abstract & Title
\$32.00	755126	FDL Consulting LLC
\$1,712.61	755127	Little Horn State Bank / Michelle Carter
\$7,289.79	755128	Herrman & Carmela Ter Haar
\$250.00	755129	WLM Excavation
\$1,117.26	755130	Chemins Extiors, Inc
\$150.00	755131	Ervin & Jennima Miller

DESCRIPTION	AMOUNT	DATE	TIME	BY	REMARKS
ENGINEERING UTILITY LICENSE (R.O.W.)	1000.000	42108	0100	0000	
PLANNING - REZONE	1000.000	42101	0100	0000	
PLANNING CONDITIONAL USE PERMITS (CUP)	1000.000	42102	0100	0000	
PLANNING ZONING PERMITS	1000.000	42103	0100	0000	\$450.00
ENG BUILDING PERMITS	1000.000	42104	0100	0000	\$17,387.46
ENG SEPTIC PERMITS	1000.000	42105	0100	0000	\$750.00
PLANNING SUBDIVISION PERMITS	1000.000	42108	0100	0000	
PLANNING VARIANCE	1000.000	42108	0100	0000	
PLANNING QUARRY PERMITS	1000.000	42110	0100	0000	
PLANNING ALLEY & ROAD VACATIONS	1000.000	42111	0100	0000	
FINAL PLAT SUBDIVISION PERMITS	1000.000	42112	0100	0000	
PLANNING MISCELLANEOUS	1000.000	44551	0100	0000	\$294.25
REIMBURSEMENT FROM SAWS JPB	1000.000	48001	0100	0000	
<b>TOTAL</b>					<b>\$18,881.71</b>

Checks	\$18,481.46
Cash	\$400.25
<b>TOTAL</b>	<b>\$18,881.71</b>

Totals	750.00	17,387.46	450.00	294.25	0.00	0.00
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# Sheridan County

## W.S. 18-3-814 MONTHLY STATEMENT

Statement of the collections by William Levi Dominguez as  
Name of Elected or Appointed County Official  
Sheriff for the County of Sheridan,  
Title

State of Wyoming for the month ending November 2024, filed with the County Clerk for presentation to the Board of County Commissioners.

See attached documents.

I hereby certify that the above is true and correct statement of the monies collected by me and that the same has been paid to the County Treasurer.

This 3rd day of December, 2024

William R. Jones  
Sheridan County Elected or Appointed County Official

REPORT OF  
Collection of Monies

W. Luis Dominguez  
Name of Elected or Appointed County Official

AS

Sheriff  
TITLE

For the month of  
November, 2024

TO BE COMPLETED BY THE COUNTY CLERK  
FILED WITH COUNTY CLERK

**FILED**  
Sheridan County Clerk & Recorder

**DEC 03 2024**

EDA SCHUNK THOMPSON, CLERK

Stephan D. Jones DEPUTY

County Clerk - Jennifer Goodrich

Presented and acknowledged by the Board of County

Commissioners on this 09 day of

December, 2024

Christi Howell  
Chairman

Pro temp

# SHERIFF'S OFFICE RECEIPTS

Nov-24

JAIL CONTRACT - CITY	(1000.000.44402.0200.000)	\$	
DAYTON CONTRACT	(1000.000.44404.0200.000)	\$	
CIVIL PROCESS	(1000.000.44403.0200.000)	\$	1,350.00
WORK RELEASE	(1000.000.44400.0200.000)	\$	
VOA WORK RELEASE	(1000.000.44410.0200.000)	\$	
FINGERPRINTS / ID / CFP	(1000.000.44405.0200.000)	\$	210.00
INMATE PHONE	(1000.000.44408.0200.000)	\$	4,658.97
MISC. RECEIPTS	(1000.000.44406.0200.000)	\$	46,099.43
COMMISSARY	(1000.000.47006.0200.000)	\$	
FOREST SERVICE	(1000.000.44407.0200.000)	\$	
MEDICAL CO-PAYS	(1000.000.44413.0200.000)	\$	279.62
INMATE INDIGENT	(1000.000.44406.0200.000)	\$	
WEEKEND PAY TO STAY	(1000.000.44415.0200.000)	\$	
PROPERTY DAMAGE	(1000.000.44406.0200.000)	\$	
INMATE NOTARY	(1000.000.44406.0200.000)	\$	
INMATE MISCELLANEOUS		\$	772.80

CHECK TOTAL: \$ 53,370.82

**INCLUDED IN MISC. RECEIPTS**

Property Room			
Restitution			
Forclosure Sales		\$	66.70
Collection Professional Inc.		\$	40.50
Case Request/Record Info		\$	162.50
Livestock Law Enforcement MOU			
Sheriff K9 Program	(1000.637.50350.0200.428)		
Reimbursement WLEA Instructor	(1000.050.50233.0200.000)		
24/7 Program	(1000.051.50300.0200.247)		
CHC - 50% Cap Rebate			
Housing Inmate Courtsey Hold	(1000.000.44418.0200.190)	\$	44,429.73
SRO Contract	(1000.301.50844.0200.000)		
New Trucks 1%	(1000.637.48803.0200.433)	\$	1,400.00
Sheriff Community Grant			
Born in a Barn Security			
Night Vision Grant	(1000.050.50842.0200.000)		
TOTAL MISC. RECEIPTS: \$			46,099.43

DIRECT DEPOSITS TO TREASURER

- DUI GRANT - NOT INCLUDED IN REVENUE
- HOMELAND SECURITY GRANT - NOT INCLUDED IN REVENUE
- DCI WAGE REIMBURSE GRANT - NOT INCLUDED IN REVENUE
- TOTAL FOR DIRECT DEPOSITS - ALL GRANTS NOT REVENUE
- SPLIT SENTENCE (1000.000.44400.0200.000)
- SHERIFF MISC FEES (1000.000.44406.0200.000)
- BULLETPROOF VEST GRANT REVENUE (1000.48803.0200.923)

**Total Revenue**

# 24/7 Program

Nov-24

\$	603.00				
\$	436.00				
\$	408.00				
\$	378.00				

**Total \$ 1,825.00 24/7**  
**\$ -**

**Total Treasurer: \$ 1,825.00**

**\$ -**

**Total Deposit: \$ 1,825.00**

SHERIDAN COUNTY  
224 S MAIN - SUITE B3  
SHERIDAN, WY 82801  
MISC RECEIPTS

Trans Date: 11/21/2024

Receipt#: 28941

Clerk ID: kschaefr

Receipt Type: MISC

Receipt Total: 1,729.50

Received Of: STATE OF WYOMING

In Account Of: 24/7 PROGRAM REVENUE

Line#	PT Account	Description	Amount
1	R 1000.000.44417.0200.000	24/7 PROGRAM REVENUE	1,729.50

Payment Type	Doc#	Description	Amount
CHECK	4646097	24/7 PROGRAM REVENUE	1,729.50

SHERIDAN COUNTY  
224 S MAIN - SUITE B3  
SHERIDAN, WY 82801  
MISC RECEIPTS

Trans Date: 11/14/2024

Receipt#: 28896

Clerk ID: kschaefr

Receipt Total: 38,599.42

Receipt Type: MISC

Received Of: STATE OF WYOMING

n Account Of: SHERIFF'S FEES

line#	PT	Account	Description	Amount
1	R	1000.000.44400.0200.000	SPLIT SENTENCING/WORK RE	38,599.42

Payment Type	Doc#	Description	Amount
CHECK	4642038	SHERIFF'S FEES	38,599.42

SHERIDAN COUNTY  
224 S MAIN - SUITE B3  
SHERIDAN, WY 82801  
MISC RECEIPTS

Trans Date: 11/12/2024

Receipt#: 28893

Receipt Type: MISC

Clerk ID: kschaefr

Receipt Total: 400.00

Received Of: STATE OF WYOMING

In Account Of: SOCIAL SECURITY PMT FOR INMATE

Line#	PT Account	Description	Amount
1	R 1000.000.44406.0200.000	SHERIFF MISCELLANEOUS FE	400.00

Payment Type	Doc#	Description	Amount
OTHER	ACH DEP	SOCIAL SECURITY PMT FOR INMATE	400.00





Travelers Casualty and Surety Company of America  
Hartford, CT 06183

21.

**PUBLIC OFFICIAL BOND -  
FOR DEFINITE TERM**

**BOND NO.** 108176100

APPROVED AS TO FORM  
Daniel Beamer  
County Attorney  
12-12-24 Date

We, Holly Jennings of  
224 South Main Street, SHERIDAN, WY 82801

, as Principal, and  
Travelers Casualty and Surety Company of America, a corporation of CT, as Surety are held  
and firmly bound unto State of Wyoming in the  
penal sum of Ten Thousand Dollars (\$10,000.00)

lawful money of the United States of America, for the payment of which well and truly to be made, said  
principal binds himself/herself, his/her heirs, executors, administrators and assigns, and said Surety  
binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SEALED and dated this 09 day of December, 2024.

WHEREAS, the said principal has been  elected or appointed to the office of:  
Commissioner for a definite term beginning  
January 02, 2025 and ending January 02, 2027 and is required to furnish a bond for  
the faithful performance of the duties of the said office or position.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that if the above bounden  
Principal shall (except as hereinafter provided) faithfully perform the duties of his/her said office or  
position during the said term, and shall pay over to the persons authorized by law to receive the same  
all moneys that may come into his/her hands during the said term without fraud or delay, and at the  
expiration of said term, or in case of his/her resignation or removal from office, shall turn over to  
his/her successor all records and property which have come into his/her hands, then this obligation to  
be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the above named Surety shall not be liable hereunder for any loss of  
any public fund resulting from the insolvency of any bank or banks in which said funds are deposited;  
and, if this provision shall be held void, this entire bond shall be void.

AND PROVIDED FURTHER, that the Surety may cancel bond at any time during the said term by  
giving to the obligee a written notice of its desire so to cancel and at the expiration of thirty (30) days  
from the receipt of such notice by the obligee the surety shall be completely released as to all liability  
thereafter accruing. If this provision shall be held void, this entire bond shall be void.

WITNESS: Holly Jennings

(Seal)  
(Principal)

BOARD OF COUNTY COMMISSIONERS  
Duke Siddle Chairman  
12/14/2024 Date

Travelers Casualty and Surety Company of America  
By: Denise M. Sherwin  
Denise M Sherwin Attorney-in-Fact



Travelers Casualty and Surety Company of America  
Hartford, CT 06183

2j

**PUBLIC OFFICIAL BOND -  
FOR DEFINITE TERM**

BOND NO. 108174588

APPROVED AS TO FORM  
*Christopher D. Beaman*  
12-12-24 County Attorney  
Date

We, Michael R. Arzy of  
224 South Main Street, SHERIDAN, WY 82801

, as Principal, and  
Travelers Casualty and Surety Company of America, a corporation of CT, as Surety, are held  
and firmly bound unto State of Wyoming in the  
penal sum of Ten Thousand Dollars (\$10,000.00)  
lawful money of the United States of America, for the payment of which well and truly to be made, said  
principal binds himself/herself, his/her heirs, executors, administrators and assigns, and said Surety  
binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SEALED and dated this 09 day of December, 2024.

WHEREAS, the said principal has been  elected or appointed to the office of:  
Commissioner for a definite term beginning  
January 02, 2025 and ending January 02, 2029 and is required to furnish a bond for  
the faithful performance of the duties of the said office or position.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that if the above bounden  
Principal shall (except as hereinafter provided) faithfully perform the duties of his/her said office or  
position during the said term, and shall pay over to the persons authorized by law to receive the same  
all moneys that may come into his/her hands during the said term without fraud or delay, and at the  
expiration of said term, or in case of his/her resignation or removal from office, shall turn over to  
his/her successor all records and property which have come into his/her hands, then this obligation to  
be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the above named Surety shall not be liable hereunder for any loss of  
any public fund resulting from the insolvency of any bank or banks in which said funds are deposited;  
and, if this provision shall be held void, this entire bond shall be void.

AND PROVIDED FURTHER, that the Surety may cancel bond at any time during the said term by  
giving to the obligee a written notice of its desire so to cancel and at the expiration of thirty (30) days  
from the receipt of such notice by the obligee the surety shall be completely released as to all liability  
thereafter accruing. If this provision shall be held void, this entire bond shall be void.

Michael R. Arzy

WITNESS:

(Seal)  
(Principal)

BOARD OF COUNTY COMMISSIONERS  
*Mark Siddle*  
12/14/2024 Chairman  
Date

Travelers Casualty and Surety Company of America

By: *Denise M. Sherwin*  
Denise M Sherwin Attorney-in-Fact

2K.



### INCREASE CERTIFICATE

Principal: Nick Siddle  
 224 S Main Street, Suite B-1  
 SHERIDAN, WY 82801

Obligee: State of Wyoming  
 224 South Main, Suite B-1  
 SHERIDAN, WY 82801

Bond No. 107743555  
 License No.  
 Amount of Bond: \$5,000.00  
 Hereby increased to: \$10,000.00

As of January 02, 2025, the amount of the above described bond is increased from the sum of \$5,000.00 to the sum of \$10,000.00, but the liability of the Surety for any acts or defaults occurring before the effective date hereof shall in no event exceed the total sum of \$5,000.00, and the aggregate liability of the Surety for any acts or defaults, whenever committed, shall in no event exceed the total sum of \$10,000.00, it being the intent hereof to preclude cumulative liability. This certificate, when signed by the Principal shall become a part of the said bond.

Signed, sealed and dated December 05, 2024

Travelers Casualty and Surety Company of America  
 By Denise M. Sherwin  
 Denise M Sherwin  
 Attorney-in-Fact

I hereby consent to the above increase.

Witness my hand and seal this 14 day of December, 2024

Nick Siddle  
Nick Siddle  
 Principal

### INSTRUCTIONS TO AGENTS - IMPORTANT

Do not deliver this certificate to the Obligee until it has been dated and signed by the Principal. One signed copy must be returned to the Surety.

F-304-F (11-67)

APPROVED AS TO FORM  
Debra Beck  
 County Attorney  
12-12-24  
 Date

BOARD OF COUNTY COMMISSIONERS  
Nick Siddle  
 Chairman  
12/14/2024  
 Date

2L.



INCREASE CERTIFICATE

Principal: Christine Haswell  
Sheridan County, Wyoming  
SHERIDAN, WY 82801  
Obligee: State of Wyoming  
200 W 24th St  
CHEYENNE, WY 82002

Bond No. 107737572  
License No.  
Amount of Bond: \$5,000.00  
Hereby increased to: \$10,000.00

As of January 02, 2025, the amount of the above described bond is increased from the sum of \$5,000.00 to the sum of \$10,000.00, but the liability of the Surety for any acts or defaults occurring before the effective date hereof shall in no event exceed the total sum of \$5,000.00, and the aggregate liability of the Surety for any acts or defaults, whenever committed, shall in no event exceed the total sum of \$10,000.00, it being the intent hereof to preclude cumulative liability. This certificate, when signed by the Principal shall become a part of the said bond.

Signed, sealed and dated December 05, 2024

Travelers Casualty and Surety Company of America

By Denise M. Sherwin  
Denise M Sherwin  
Attorney-in-Fact

I hereby consent to the above increase.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_,

Christine Haswell  
\_\_\_\_\_  
Principal

INSTRUCTIONS TO AGENTS - IMPORTANT

Do not deliver this certificate to the Obligee until it has been dated and signed by the Principal. One signed copy must be returned to the Surety.

F-304-F (11-67)

APPROVED AS TO FORM  
Clinton D. Zewer  
County Attorney  
12-12-24  
Date

BOARD OF COUNTY COMMISSIONERS  
Yukie Sudds  
Chairman  
12/14/2024  
Date

*2m.*

## CERTIFICATE OF WARRANT CANCELLATION

Come Now, Katie Araas, the duly elected Treasurer of Sheridan County, Wyoming, and hereby certifies, pursuant to W.S. §18-4-106, the following county warrants, outstanding and unpaid for more than 12 months on the first Monday of December 2024, have been cancelled. Any person holding a warrant as indicated below may present the same to the Sheridan County Board of County Commissioners on or before the first Monday of December 2029, for issuance of a new warrant in the same amount due on the original warrant.

<u>Warrant</u>	<u>Date</u>	<u>Payee</u>	<u>Amount</u>
130970	1/11/2023	BEIL, JOSHUA	\$45.66
131875	5/31/2023	HAAR, DEBRA	\$627.88
131845	5/31/2023	BORECZKY, AUSTIN	\$52.97
132351	7/31/2023	VEHICLE SAFETY SUPPLY	\$493.29
132477	8/22/2023	WALKER, ROXANNE O'NEAL	\$39.38
132471	8/22/2023	RABY, CHESALAI NICOLE	\$30.00
132441	8/22/2023	BARRINGTON, JEFFREY M	\$30.00
132857	9/30/2023	SULZ, CHRISTOPHER	\$11.90
132921	10/6/2023	WALMART VISION - STORE 1778	\$334.00
132906	10/6/2023	DR DODD	\$120.00
133261	11/28/2023	SUTHERLAND, KAMERON	\$30.00
133259	11/28/2023	SCHWERR, FREDERICK	\$39.38
133251	11/28/2023	NORTON, KILLIAN	\$30.00
133248	11/28/2023	NEGRON, LANDON	\$30.00
133244	11/28/2023	MEECE, JUSTIN	\$30.00
133230	11/28/2023	GREEN, MELANIE	\$30.00
133214	11/28/2023	COVER, JENNIFER	\$30.00
133393	11/30/2023	SHERIDAN FUNERAL HOME	\$1,350.00

# NEW WARRANT APPLICATION AND AFFIDAVIT

The undersigned hereby applies for issuance of a new warrant. Pursuant to W.S. § 18-4-106, the following described warrant being outstanding and unpaid for more than 12 months on the first Monday of December 2024.

Warrant Number: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Payee: \_\_\_\_\_

Payee Address: \_\_\_\_\_

Type of Warrant:   Accounts Payable \_\_\_\_\_   Payroll \_\_\_\_\_

Amount: \_\_\_\_\_

Applicant, \_\_\_\_\_, does hereby request a new warrant be issued in the same amount due on the original warrant as noted above. Applicant also avows the original warrant as being:

Lost \_\_\_\_\_ Stolen \_\_\_\_\_ Destroyed \_\_\_\_\_

Applicant further acknowledges cancellation of the original warrant and agrees to immediately deliver the above-described warrant to the Sheridan County Treasurer's Office if it should ever come into the affiant's possession.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Applicant

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me by \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notarial Officer  
Title: Notary Public

My Commission expires: \_\_\_\_\_

## EXTENDED TRAIL EASEMENT AGREEMENT

This Extended Trail Easement Agreement is made to extend that *Trail Easement Agreement* recorded as Document No. 2020-762907 on October 15, 2020, on the same terms and conditions, and is hereby made by Sheridan Heights Ranch, LLC ("Owner") whose address is 1470 Sugarland Drive, Suite 1, Sheridan, WY 82801 and the Sheridan County Board of County Commissioners ("Holder") whose address is 224 South Main Street, Suite B1, Sheridan, WY 82801.

The Parties agree as follows:

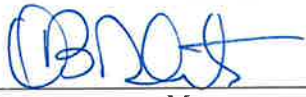
1. **Grant of Easement.** Owner grants Holder a perpetual trail easement on the terms and conditions set out in this Agreement over and across the property situate in Sheridan County, Wyoming ("Easement Area") and more fully described in Exhibit "A", which is an extension of the Trail Easement Agreement recorded as Document No. 2020-762907.
2. **Use of Easement.** Holder may use the Easement Area only for the following purposes:
  - a. Holder may use the Easement Area only for the construction, operation, installation, maintenance, repair and replacement of (i) a public trail not to exceed 20 feet in width and (ii) signs to mark the trail.
  - b. The Easement Area may be used by the general public only for walking, hiking, jogging, bicycling, cross country skiing, bird watching, dog walking, and horseback riding.
3. **Restrictions on Use.** Use of the Easement Area by Holder or the general public with the consent of Holder shall be subject to the following restrictions:
  - a. No motor vehicles of any kind shall be permitted on the Easement Area except the following: (i) power-driven mobility devices for use by persons who have mobility impairments, (ii) vehicles authorized by the Holder required for periodic patrol, inspection, and necessary construction, maintenance and repair of the trail, and (iii) emergency vehicles in case of emergency.
  - b. Dogs are required to be on-leash when livestock or wildlife are present.
  - c. No trash or debris shall be deposited or left on the Easement Area.
  - d. No firearms or fireworks shall be discharged.
  - e. No person on the Easement Area may be in possession of alcohol or any illegal substance.
  - f. No paving material such as asphalt or concrete shall be placed on the Easement Area.
  - g. No charge shall be made for use of the trail.
  - h. No fences, gates, bridges, culverts or improvements, except the trail itself and signage, will be installed or constructed on the Easement Area without the prior written consent of Owner, and, if any such improvements are constructed on the property, they will be kept in good order and repair by Holder.
4. **Holder's Obligations.** Holder shall have the following obligations:
  - a. Holder shall keep the Easement Area and the trail clean and in good order and repair and free of trash and garbage subject to budgeted resources.
  - b. Holder will promptly restore and reclaim to its original condition all areas within the Easement Area disturbed by construction or maintenance of the trail which are not occupied by the trail.
  - c. To the maximum extent permitted by law, Holder will indemnify, defend, and hold harmless Owner and Owner's members, managers, agents and employees from any and all claims arising out of the use of the Easement Area and trail by any person except claims by Owner's members, managers, agents and employees.
  - d. At the points the trail enters Owner's land, Holder will place signs on the trail advising the public of the restrictions on the use of the trail and the Easement Area.

5. **Owner's Reserved Rights.** Owner reserves the following rights:
  - a. Owner reserves the right to make any use of the Easement Area which does not materially and substantially interfere with the use of the Easement Area as a trail for the general public. These reserved rights include, without limitation, the right to pasture cattle in and adjacent to the Easement area, and neither Owner nor Owner's lessee shall have any liability for damage done by livestock to the trail or improvements constructed by Holder on the Easement Area.
  - b. Owner may at its expense relocate the easement area and trail at any time upon giving at least 30 days prior written notice to Holder; provided, however, Owner will not close the existing trail for relocation purposes until the relocated trail is ready for use. If Owner exercises its right to relocate the easement area and trail, Owner will provide a survey of the relocated easement. The parties will then execute and record with the County Clerk of Sheridan County, Wyoming an amendment to this agreement that amends the description of the lands subject to this easement to conform to the description of the relocated easement.
  - c. Owner may close the Easement Area and trail to public access during calving season for a maximum of sixty (60) days each year.
6. **Acceptance of Easement Area.** Holder accepts the Easement Area "AS IS, WHERE IS." This easement is granted by Owner and accepted by Holder without any warranties from Owner.
7. **Assignment.** Holder may not assign, transfer or convey this easement without the prior written consent of Owner, which consent Owner may grant or withhold in Owner's sole discretion.
8. **Termination of Easement.** If Holder fails to comply with Holder's obligations under Section 4, of this Agreement, then Owner will give Holder written notice of default under this Agreement. If the default is not cured or in the process of being cured within thirty (30) days after the written notice is given by the Owner, then Owner may terminate this easement and may also exercise any other legal remedies available to Owner. If the Easement Area is used in violation of the terms of Sections 2 and 3 of this Agreement, then Owner will give Holder written notice of such unauthorized use. If more than two (2) violations of Sections 2 or 3 occur in any six (6) month period immediately following such notice, Owner, in addition to any other available legal remedies, may terminate this easement. In the event of termination of this easement, Holder will upon written request from Owner record in the Office of the County Clerk of Sheridan County, Wyoming a release of this easement and, unless otherwise directed by Owner, restore and reclaim the property to the condition it was in prior to the grant of this easement.
9. **Notices.** Any notices under this Agreement must be in writing and shall be deemed to have been duly given upon (a) receipt if delivered personally or by messenger, private courier or telecopier or (b) as of the third business day after mailing by United States certified mail, postage prepaid, addressed to the party at the address set out in this Agreement.
10. **Amendments.** This Agreement may be amended only by a document in writing signed by both parties.
11. **Entire Agreement.** This document contains the entire Agreement of the parties relating to the subject matter of this Agreement.


Dated this 4<sup>TH</sup> day of DECEMBER, 2024

Sheridan Heights Ranch, LLC



By:   
Manager

Sheridan County Board of County Commissioners

By:   
Chairman

Attested

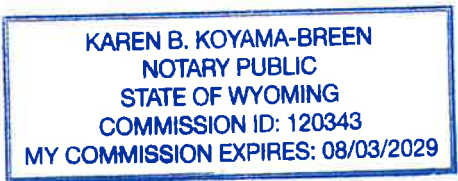
  
County Clerk

STATE OF WYOMING  
COUNTY OF SHERIDAN

This instrument was acknowledged before me this 2<sup>nd</sup> day of December, 2024 by Donald B. Roberts, Manager of Sheridan Heights Ranch, LLC. Witness my hand and official seal.

  
Notary Public

My commission expires: August 3, 2029

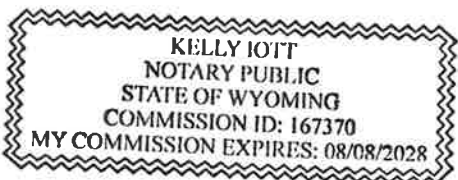


STATE OF WYOMING  
COUNTY OF SHERIDAN

This instrument was acknowledged before me this 4<sup>th</sup> day of December, 2024 by Nick Siddle, chairman of the Sheridan County Board of County Commissioners. Witness my hand and official seal.

  
Notary Public

My commission expires: 8/8/29



**LEGAL DESCRIPTION  
EXHIBIT "A"**

December 4, 2024

**Record Owner: Sheridan Heights Ranch, LLC**

*Re: Extension of a 20.0' Trail Easements* to the Sheridan County Board of County Commissioners, and or any of their respective successors and assigns.

**Extension of Easement 4A (Kendrick Restroom Trail)**

Easement 4A is shown on Record of Survey, Recorded in Plat **Book "A", Page "603"**.

A trail easement twenty (20) feet wide, being ten (10) feet, each side of the following described centerline situated in the NW¼SE¼ of Section 30, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said centerline being more particularly described as follows:

Commencing at the south quarter corner of said Section 30 (Monumented with a 2" Aluminum Cap per PLS 580); thence N16°22'16"E, 2587.25 feet to the **POINT OF BEGINNING** of said easement, said point lying on the north line of a tract of land described in Book 31 of Deeds, Page 182; thence S59°07'43"E, 66.07 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point lying on the south line of Tract No. E, being a tract of land described in Document Number 2024-795977, and being S83°10'23"W, 1870.85 feet from the east quarter corner of said Section 30 (Monumented with a 3¼" Aluminum Cap per PLS 2615). Lengthening or shortening the sidelines of said easement to intersect said boundary lines.

Said trail easement contains 1,321 square feet of land, more or less.

Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

**SURVEYOR'S STATEMENT**

I, Thomas D. Tucker, do hereby state that this legal description was prepared from notes taken during an actual field survey performed by me or under my direct supervision.



Modification in any way of the above or foregoing legal description terminates liability of surveyor.



**2024-796141** 12/9/2024 12:00 PM PAGE: 4 OF 4  
FEES: \$21.00 SM EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**NO. 2024-796141 EASEMENT**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
PRESTFELDT SURVEYING 2340 WETLANDS DR  
SHERIDAN WY 82801



**SUBORDINATION OF MORTGAGE**

**FROM:** County of Sheridan, with its primary office address at 224 South Main Street, Suite B1, Sheridan, Wyoming 82801 (hereinafter called "Mortgagee")

**TO:** PennyMac Loan Services, 3043 Townsgate Road, Suite 200, Westlake Village, CA 91361 (hereinafter called "Lender")

**WHEREAS,** Mortgagee is the holder of a valid mortgage granted to Jake Vigil (hereinafter called "Owner") covering certain real property owned by Owner and located at 1181 Fleming Blvd., Sheridan, Wyoming 82801, more fully described as **Lot 9, Block 1 of the Woodland Park Subdivision, Sheridan, Wyoming as recorded May 28, 2008 in Book W of Plats at Page 61** hereto and incorporated herein (hereinafter called "Property"); and

**WHEREAS,** Owner has executed, or is about to execute a mortgage (hereinafter referred to as "Lender's Security Instrument") and not to exceed the sum of \$315,000.00 dated 12/13/2024 in favor of Lender, payable with interest and upon the term and conditions described therein, which Lender's Security Instrument is to be recorded concurrently herewith; and

**WHEREAS,** the MORTGAGEE has agreed to subordinate the PRIOR MORTGAGE to LENDER'S MORTGAGE:

1. Subordination of Lien: The MORTGAGEE hereby subordinates the MORTGAGE and its lien position in an on the PROPERTY to the LENDER'S Mortgage and the lien thereof, as if the LENDER'S Mortgage has been recorded first in time to the MORTGAGE and so that all public records will reflect LENDER'S Mortgage superior in lien to the MORTGAGE.
2. This subordination shall be binding upon and insure to the benefit of the respective heirs, successors and assigns of MORTGAGEE and LENDER.

WITNESS this 4 day of December, 2024.

BOARD OF COUNTY  
COMMISSIONERS,  
Sheridan County, Wyoming

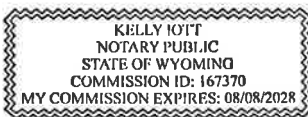
ATTEST:

Eda Schuck Thompson  
County Clerk

By: Nick Sidle  
Chairman

STATE OF WYOMING        )  
                                          )  
County of Sheridan        )

This instrument was acknowledged before me on the 4<sup>th</sup> day of December, 2024 by Nick Sidle, as Chairman or the Board of County Commissioners for Sheridan County, Wyoming.



[Signature]  
Notary Public

**SHERIDAN COUNTY LICENSE AGREEMENT**

Submit to: Public Works Department, 224 S. Main Street, Suite 428, Sheridan, WY 82801; (307) 674-2920

License requested for County Road W 16th Street Downer Addition Rd CR80

Mile Post \_\_\_\_\_ Township/Range/Section T56N R84W SEC22 NW 1/4

GPS Coordinates Lat: 44.818972 Long: -106.971584

Type of installation proposed Bore Crossing with Single Phase Underground Conductor

SKETCH (or attach separately)

See Attached "Exhibit A"

**INSPECTION FEE SCHEDULE**

Select the type of installation you will be making

- Open Trench Installation/Repair, perpendicular to roadway centerline: \$600.<sup>00</sup> plus \$6.00 per foot  
Compaction test under roadway required.
- Open Trench Installation/Repair, parallel to roadway centerline: \$600.<sup>00</sup> plus \$2.40 per foot  
Compaction test under roadway required.
- Plowed type installation: \$600.<sup>00</sup> plus \$0.25 per foot.
- Overhead install with poles or structures in County ROW: \$600.<sup>00</sup> plus \$0.25 per foot
- Overhead install without poles or structures in County ROW: \$150.<sup>00</sup> plus \$0.25 per foot
- Bored crossing: \$150.<sup>00</sup> plus \$0.25 per foot of installation/repair.

Additional inspection fees may apply.

\$ 150.00 Fee for type of installation  
 + \$ 15.00 (\$ .025 per foot x 60 feet)  
 \$ 165.00 Total Fee

Exceptions

- a. Service for utilities for individual residences may be exempt from charges, however, an application with a waiver request (including name & address of the individual) must be filed with the Public works department.
- b. For joint trench installation, only one fee will be charged. All utilities using the joint trench shall be listed on the application.
- c. For repair work, the fee may be charged only when work disturbs roadway surface.

*If an exception is desired, applicant shall submit a request in writing to the public works department. The department shall make a recommendation to the Board of County Commissioners, who shall take action to accept, reject, or modify the proposed exception.*

**AGREEMENT**

I, the undersigned applicant, request a Sheridan County License Agreement to construct the aforementioned installation at the above location, subject to the terms of Sheridan County Master License Agreement No. MOB-03 entered with Sheridan County.

Company Montana-Dakota Utilities Co. Rep. Name Christopher Lawler Title Electric Superintendent

Address 2324 Dry Ranch Road City/State/Zip Sheridan, Wyoming 82891

Phone 307-751-4608 Email christopher.lawler@mdu.com

Reviewed and approved by Sheridan County Public Works Department:

[Signature]  
County Representative Signature

12-5-24  
Date

**APPROVAL**

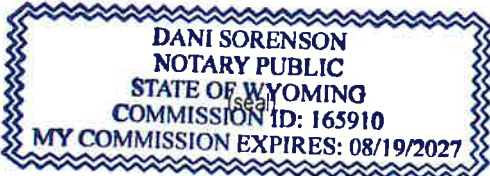
By signing below, the parties agree to the terms of this agreement, and that this License Agreement is subject to the terms of the Sheridan County Master License Agreement No. MO8-03, which is hereby incorporated by reference. Any person signing below certifies he or she has been properly authorized to enter into this Agreement by his or her respective party.

Montana-Dakota Utilities Co.  
GRANTEE (Company Name)  
Christopher Lawler Electric Superintendent  
Printed Representative Name & Title

BY: *Christopher A. Lawler*  
Authorized Representative Signature  
DATE: 12-4-2024

STATE OF WYOMING )  
                                          ) ss.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me on 12-4-24 by Christopher A. Lawler  
Date Name of Person



WITNESS my hand and official seal.  
*Dani Sorenson*  
Signature of Notarial Officer

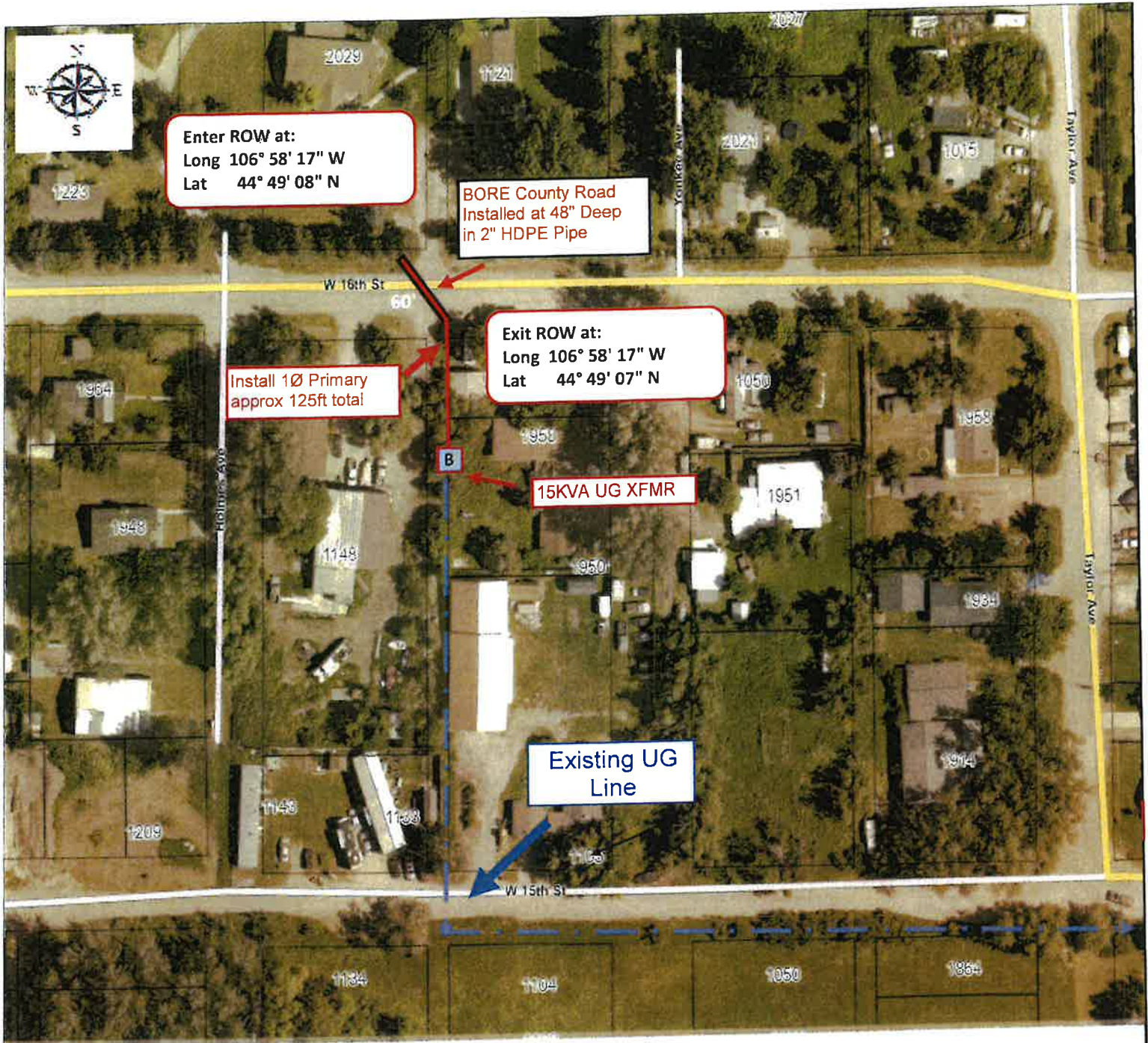
My Commission Expires: 08/19/2027

BOARD OF COUNTY COMMISSIONERS  
Sheridan County, Wyoming

Attest:

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
County Clerk



LOCATION: T56N R84W SEC. 22 NW/NW 12/3/2024 COULTAS

ADDRESS: 1121 W 16th St, Sheridan WY

NOTES: The project consists of installing an underground single-phase primary electric line starting at the existing power pole located at 1121 W 16th St and boring under the Road at a minimum depth of 48" and approximately 60ft in length. The electric conductors will be installed in 2" HDPE bore pipe and will cross the road from north to southeast.

**EXHIBIT "A"**





A Subsidiary of MDU Resources Group, Inc.

*In the Community to Serve*<sup>®</sup>

2324 Dry Ranch Road  
Sheridan, WY 82801

---

December 3, 2024

Sheridan County Public Works  
224 S Main St  
Suite B8  
Sheridan, Wyoming 82801

Ken Muller  
County Engineer

Montana-Dakota Utilities Co. is requesting approval of a Sheridan County License Agreement to install underground electric primary conductors crossing W 16<sup>th</sup> Street. The purpose of this application is to install a buried electric line to serve new residences located in the 1100 Block of W 15<sup>th</sup> Street in Sheridan WY. The project consists of installing an underground single-phase primary electric line starting at the existing power pole located at 1121 W 16<sup>th</sup> St and boring under the Road at a minimum depth of 48" and approximately 60ft in length. The electric conductors will be installed in 2" HDPE bore pipe and will cross the road from north to southeast.

Enclosed with this cover letter, is the exhibit of the parcel of land and primary conductors to be installed, and the Sheridan County License Agreement. Please review the submitted agreement and execute upon your approval. If you have any questions, please contact me at 307-421-3639.

Sincerely,

Matt Coultas  
Field Operations Coordinator

Montana-Dakota Utilities Co.  
2324 Dry Ranch Road  
Sheridan, Wyoming 82801

(307)-421-3639

[matthew.coultas@mdu.com](mailto:matthew.coultas@mdu.com)



NO. 2438LA <sup>28</sup>

**SHERIDAN COUNTY LICENSE AGREEMENT**

Submit to: Public Works Department, 224 S. Main Street, Suite 428, Sheridan, WY 82801; (307) 674-2920

License requested for County Road 41 Owl Creek Rd

Mile Post \_\_\_\_\_ Township/Range/Section TWP 55N / RNG 85W SEC 2 # Sec 3

GPS Coordinates LAT 44.769731 LONG -107.073960

Type of installation proposed INSTALL APPROX. 2360' OF NEW STRAND AND FIBER OPTIC CABLE ATTACHING TO 13 EXISTING POLES ALONG OWL CREEK RD

**SKETCH (or attach separately)**

Please see attached Planset & TCPs for this project SH02E\_5297127\_009\_P @ 41 Owl Creek Rd

**INSPECTION FEE SCHEDULE**

Select the type of installation you will be making

- Open Trench Installation/Repair, perpendicular to roadway centerline: \$600.00 plus \$6.00 per foot  
Compaction test under roadway required.
- Open Trench Installation/Repair, parallel to roadway centerline: \$600.00 plus \$2.40 per foot  
Compaction test under roadway required.
- Plowed type installation: \$600.00 plus \$0.25 per foot.
- Overhead install with poles or structures in County ROW: \$600.00 plus \$0.25 per foot
- Overhead install without poles or structures in County ROW: \$150.00 plus \$0.25 per foot
- Bored crossing: \$150.00 plus \$0.25 per foot of installation/repair.

Additional inspection fees may apply.

\$ 150.00 Fee for type of installation  
 + \$ 597.50 (\$ .25 per foot x 2390 feet)  
 \$ 747.50 Total Fee

Exceptions

- a. Service for utilities for individual residences may be exempt from charges, however, an application with a waiver request (including name & address of the individual) must be filed with the Public works department.
- b. For joint trench installation, only one fee will be charged. All utilities using the joint trench shall be listed on the application.
- c. For repair work, the fee may be charged only when work disturbs roadway surface.  
If an exception is desired, applicant shall submit a request in writing to the public works department. The department shall make a recommendation to the Board of County Commissioners, who shall take action to accept, reject, or modify the proposed exception.

**AGREEMENT**

I, the undersigned applicant, request a Sheridan County License Agreement to construct the aforementioned installation at the above location, subject to the terms of Sheridan County Master License Agreement No. MA3-01 entered with Sheridan County.

Company MTC Engineering LLC/writer Rep. Name Taryn Gasparini Title Permit Specialist  
 Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
 Phone 720-427-2039 Email taryn.gasparini@mtc-llc.com

Reviewed and approved by Sheridan County Public Works Department:

Taryn Gasparini  
County Representative Signature

12-9-24  
Date

**APPROVAL**

By signing below, the parties agree to the terms of this agreement, and that this License Agreement is subject to the terms of the Sheridan County Master License Agreement No. M23-01, which is hereby incorporated by reference. Any person signing below certifies he or she has been properly authorized to enter into this Agreement by his or her respective party.

MTC Engineering LLC BY: Taryn Gasparini  
GRANTEE (Company Name) Authorized Representative Signature  
Taryn Gasparini DATE: 11/21/24  
Printed Representative Name & Title

STATE OF WYOMING )  
 ) ss.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me on 11/21/24 by  
Taryn Gasparini  
Name of Person Date

(seal)  KIMBERLY BROWN  
NOTARY PUBLIC - STATE OF UTAH  
COMMISSION # 727037  
COMM EXP 10-03-2026

WITNESS my hand and official seal.  
[Signature]  
Signature of Notary Officer

My Commission Expires: 10-03-2026

**BOARD OF COUNTY COMMISSIONERS**  
Sheridan County, Wyoming

Attest:

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_ County Clerk

**PERMIT:** City of Sheridan  
**CUSTOMER:** MTC Engineering  
**CONTACT:** Taryn Gasparini 720 427.2038  
**LOCATION:** 755 Big Goose Rd  
**PROJECTNO:** SH02E 5297127 000  
**DESIGNED BY:** DONNA SANDALL WA TCS ES2 000356  
**ATSSA TCS:** 581686 FL MOJ/TTC 70055  
 DATE 12/09/2024 PAGE 1 of 2

**FLAGGING OPERATION TO PLACE AERIAL CABLE**

- Legend**
- Flagger Symbol
  - CD-3
  - W34 in use upstream to site
  - W34-1 Road Work
  - W34-2 One Lane Road
  - W34-3a flagger
  - W34-3b flagger

- Manifest**
- W34-1 Flagger
  - W34-2
  - W34-3 Road Work
  - W34-3 One Lane Road
  - W34-3a flagger
  - W34-3b flagger
  - W34-3c flagger

N



**WORK HOURS SHALL BE 5PM**

**NOT TO SCALE**

**NOTIFY EMS, FIRE AND POLICE 72 HOURS IN ADVANCE**



Station	Activity	Start Time	End Time	Notes
0+00	Setup	08:00	08:30	
0+00	Breakdown	08:30	09:00	
0+00	Setup	09:00	09:30	
0+00	Breakdown	09:30	10:00	
0+00	Setup	10:00	10:30	
0+00	Breakdown	10:30	11:00	
0+00	Setup	11:00	11:30	
0+00	Breakdown	11:30	12:00	
0+00	Setup	12:00	12:30	
0+00	Breakdown	12:30	13:00	
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0+00	Setup	20:00	20:30	
0+00	Breakdown	20:30	21:00	
0+00	Setup	21:00	21:30	
0+00	Breakdown	21:30	22:00	
0+00	Setup	22:00	22:30	
0+00	Breakdown	22:30	23:00	
0+00	Setup	23:00	23:30	
0+00	Breakdown	23:30	24:00	

**Notes:**  
 1. All signs and spacing must conform to the City of Sheridan, WYDOT, and the MUTCD.  
 2. All signs are 24" x 36" BCI unless otherwise specified.  
 3. Channelizing devices are 40" cones with retro reflective banding.  
 4. Notify City, County, or WYDOT authorities 48 to 72 hours in advance of work if required.  
 Plasky/Dunne, as the preparer of this traffic control plan makes no representation as to its general applicability or being approved for implementation. TTC plans and devices shall be the responsibility of the authority of a public body or official road owner's having jurisdiction for guiding road users. MUTCD 8A 10170

**PERMIT:** City of Sheridan  
**CUSTOMER:** MTC Engineering  
**CONTACT:** Taryn Gasparini 720.427.2039  
**LOCATION:** 755 Big Goose Rd  
**PROJECT/NO:** SH02E 5297127 009  
**DESIGNED BY:** DONNA SANDALL WA TCS ES2 000356  
**ATSSA TCS 581686 FL MOT/ITC 70055**  
*Donna Sandall*  
**DATE:** 12/09/2024 **PAGE 2** of 2

Legend	Manifest
Flagger Symbol	2 x Flagger Symbol
W20-3	2 x W20-3
W20-4 be prepared to stop	2 x W20-1 Road Work
W20-1 Road Work	2 x W20-4 One Lane Road
W20-4 One Lane Road	2 x W20-7a Flagger
W20-7a Flagger	2 x W20-4 be prepared to stop

**N**  
  
**WORK HOURS 8AM to 5PM**  
**NOT TO SCALE**  
**NOTIFY EMS, FIRE AND POLICE 72 HOURS IN ADVANCE**

**FLAGGING OPERATION TO PLACE AERIAL CABLE**



Table 1 - Determine Number of Signs

Sign Type	A	B	C
Advance Warning - 1/2 Mile	100 ft	100 ft	100 ft
Advance Warning - 1/4 Mile	100 ft	100 ft	100 ft
Advance Warning - 1/8 Mile	100 ft	100 ft	100 ft
Advance Warning - 1/4 Mile	100 ft	100 ft	100 ft
Advance Warning - 1/8 Mile	100 ft	100 ft	100 ft

Table 2 - Determine Number of Flaggers

Sign Type	Number of Flaggers
Advance Warning - 1/2 Mile	1
Advance Warning - 1/4 Mile	1
Advance Warning - 1/8 Mile	1

Table 3 - Determine Number of Signs

Sign Type	Quantity	Sign Size	Sign Color	Sign Material
Advance Warning - 1/2 Mile	100	36" x 36"	Fluorescent Green	Plastic
Advance Warning - 1/4 Mile	100	36" x 36"	Fluorescent Green	Plastic
Advance Warning - 1/8 Mile	100	36" x 36"	Fluorescent Green	Plastic
Advance Warning - 1/4 Mile	100	36" x 36"	Fluorescent Green	Plastic
Advance Warning - 1/8 Mile	100	36" x 36"	Fluorescent Green	Plastic

- Notes:**
- All signs and spacing must conform to the City of Sheridan, WYDOT, and the MUTCD.
  - All signs are 36" x 36" B/O unless otherwise specified.
  - Chaining devices are 42" cones with retro reflective banding.
  - Notify City, County, or WYDOT authorities 48 to 72 hours in advance of work if required.
- Plans/Dynex, as the preparer of this traffic control plan makes no representation as to its general adequacy or being approved for implementation. TTC plans and devices shall be the responsibility of the authority of a public body or official (road owner) having jurisdiction for guiding road users. MUTCD 6A.01(f)

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**SHERIDAN COUNTY, WYOMING  
STATEMENT OF INVESTMENT POLICY  
RESOLUTION 24-12-028**

**1.0 POLICY**

This Statement of Investment Policy is adopted pursuant to the requirements of W.S. 9-4-831(h). The financial accounting procedures of Sheridan County are divided among the Board, the County Clerk and the County Treasurer. The County Clerk, or his/her designee, is designated as the county budget officer, and the County Treasurer is in charge of the county treasury. Warrants for payment from the treasury must be authorized by the Board of County Commissioners

It is the policy of the county to invest public funds in a manner which will provide a reasonable rate of investment return while assuring the maximum security of principal, meeting the daily cash flow demands of the county and conforming to all federal, state and local laws and regulations governing the investment of public funds.

**2.0 SCOPE**

This investment policy applies to all financial assets of Sheridan County and the County Airport. These funds are accounted for in county's annual abstract and include:

**2.1 Funds**

- 2.1.1 County General Funds
- 2.1.2 Special Revenue Funds
- 2.1.3 Capital Project Funds
- 2.1.4 Trust and Agency Funds
- 2.1.5 Enterprise Funds – Airport
- 2.1.6 Any new fund created by the Board unless specifically exempted.

**3.0 PRUDENCE**

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

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

**4.0 OBJECTIVES**

The primary objectives, in priority order, of the county investment policy shall be:

- 4.1 **Safety.** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure preservation of principal in the overall portfolio.
- 4.2 **Liquidity.** The investments will remain sufficiently liquid to meet all operating requirements that might be reasonably anticipated.

4.3 Return on Investment. The investment pools and funds shall be managed with the objective of attaining the maximum rate of return given the constraints of the aforementioned safety and liquidity objectives.

**5.0 DELEGATION OF AUTHORITY**

Authority to manage the county’s investment program is derived from the Wyoming State Statutes. Management responsibility for the investment program is hereby delegated to the Sheridan County Treasurer. No person may engage in an investment transaction except as provided under the terms of this policy and procedures.

**6.0 ETHICS AND CONFLICTS OF INTEREST**

Elected officials, officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Such persons and investment officials shall disclose to the Board any material financial interests in financial institutions that conduct business within this county, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the county’s investment portfolio.

**7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS**

The County Treasurer will maintain a list of financial institutions authorized to be depositories for county funds. No public deposit shall be made in an unqualified public depository as established by state laws.

7.1 Once a bank has been designated as an official depository, it is up to the discretion of the County Treasure as to the funds deposited in said banks. All monies deposited in official depositories are subject to conditions outlined in W.S. 9-4-809 and W.S. 9-4-811.

All financial institutions who desire to become qualified bidders for investment transactions must supply the county with a certified copy of a Board of Directors Resolution. Such resolution shall be in the format outlined in W.S. 9-4-806 and must be delivered to the Treasurer no later than 30 (thirty) days following the institutions’ acceptance as an official depository.

In addition, a list will be maintained of approved security broker/dealers. These may include “primary” dealers or regional dealers who qualify under the Securities and Exchange Commission Rule 15C-31 (uniform net capital rule). No investment shall be made with a dealer/broker unless they have signed a statement pursuant to W.S. 9-4-831(h) certifying that the broker has read this policy and agrees to abide by it and applicable state law with respect to advice given and transactions undertake on behalf of the county.

**8.0 AUTHORIZED AND SUITABLE INVESTMENTS**

The County Treasurer is authorized and limited to invest in those types of securities as allowed by W.S. 9-4-831. If the county uses a SEC - registered investment adviser, the county is allowed to invest in those investments authorized by the State of Wyoming State Loan and Investment Board.

**Permitted Investment Instruments – Including but not limited to the following:**

Investment Type	Maximum Maturity	Maximum Asset Class	Maximum % per issuer	Minimum Rating
WYOSTAR I	NA	Max Permitted by State Treasurer	Max Permitted by State Treasurer	N/A
WYOSTAR II	NA	Max Permitted by State Treasurer	Max Permitted by State Treasurer	N/A
WYOSCLASS & Wyoming Government Investment Fund	NA	100%	NA	N/A
Money Market Funds	WAL - less than 90 days. No more than 10% ownership of	100%	NA	AAA

	fund, 397 day max maturity.			
U.S. Treasury Bonds	5 years	100%	100%	N/A
Agency or GSE	5 years	100%	50%	N/A
Commercial Paper	270 days	100%	5%	A-1, P-1, or equivalent
Negotiable Certificates of Deposit	5 years	100%	FDIC Insurance Limit	N/A
Certificates of Deposit	5 years	100%	100% - All funds over FDIC insurance must be collateralized	N/A
Bankers Acceptances	180 days	20%	NA	NA
Mortgage-Backed Securities	5 year weighted Average Life	20%	5%	AAA
The following investments are allowed through a SEC registered investment advisor that agrees to act in writing in a fiduciary capacity, or a bank exempt from registration.				
Medium-Term (Corporate) Notes	Duration no greater than 0.5 yrs of Bloomberg Barclays U.S. Aggregate bond index	25%	5%	A - or better
Mutual Funds or ETFs	Permitted Securities of those allowed in this policy. Duration no greater than 0.5 yrs of Bloomberg Barclays U.S. Aggregate bond index	25%		A - or better

\*If the rating of the issuer is reduced below the rating requirements mentioned above, the investment advisor must, as soon as possible, must report the reduction in the rating to the governing body of the local government\*

## 9.0 COLLATERALIZATION

Collateralization will be required on two types of investments: certificates of deposit and repurchase (and reverse) agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be (102%) of market value of principal and accrued interest.

Sheridan County chooses to limit collateral to institution pledged securities.

## 10.0 SAFEKEEPING AND CUSTODY

10.1 Delivery vs. Payment. All Trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

10.2 Custody. Securities will be held by a third-party custodian selected by the county and evidenced by custodial reports. Securities will be registered in the name of the Sheridan County.

## 11.0 DIVERSIFICATION

Sheridan County will diversify its investments by security type and institution. With the exception of U.S. Treasury securities, certificates of deposits, and authorized pools, no more than 50% of the county's total investment portfolio will be invested in a single security type. Sheridan County will generally attempt to utilize at least two financial institutions as depositories.

## 12.0 MAXIMUM MATURITIES

To the extent possible, Sheridan County will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the county will not directly invest in securities maturing more than five (5) years from the date of purchase. However, the county may collateralize time deposits and repurchase agreements using longer-dated investments not to exceed five (5) years to maturity. Reserve funds may be invested in securities exceeding five (5) years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

**13.0 INTERNAL CONTROL**

The County Treasurer shall establish a process of annual independent review of the investment function by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

**14.0 MARKET YIELD**

Sheridan County's investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles, taking into account the county's investment risk and cash flow needs.

**15.0 INVESTMENT POLICY ADOPTION**

The Investment Policy shall be adopted by resolution of the Board. The policy shall be reviewed on an annual basis. Any modifications made thereto must be approved by the Board.

This policy was first adopted July 2, 1996, with revisions adopted December 18, 2007, and February 18, 2020. This revision shall become effective December 17, 2024, as filed with the County Clerk.

ADOPTED this 17<sup>th</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS  
Sheridan County, Wyoming

Attest:

\_\_\_\_\_  
Nick Siddle, Chair

\_\_\_\_\_  
Eda Schunk Thompson, County Clerk

Acknowledged:

\_\_\_\_\_  
Katie Araas, County Treasurer





MEMORANDUM

To: Board of County Commissioners  
From: Sheridan County Treasurer  
Date: December 17, 2024  
Subject: W.S. §39-13-110 and W.S. §16-4-502

KA

Per W.S. §39-13-110(a) All personal property taxes not collected within ten (10) years from the time the taxes were levied shall be cancelled and are thereafter uncollectible.

Delinquent notices were sent to all the taxpayers as information was available and numerous attempts to contact the owners have been unsuccessful. These businesses or individuals are either out of business/dissolved, are not contactable or have been deleted from the Assessor's CAMA system.

Per W.S. §16-4-502(b) Any debt due and owing to a governmental entity, which is determined to be uncollectible, shall be certified to the governing body of the entity by the chief administrative officer of the entity to which the debt is due.

Per W.S. §16-4-502(c) The governing body to which uncollectible debts are certified shall review the debts and verify to the satisfaction of the governing body that the debtor has no financial means or assets from which the debt may be satisfied. If the governing body determines a debt is uncollectible, it shall direct that the debt be discharged and extinguished as an account receivable or asset of the governmental entity for which the governing body acts.

Pursuant to W.S. §39-13-110 and W.S. §16-4-502, I, Katie Araas, Sheridan County Treasurer, do hereby certify to the Board of County Commissioners that the following debts as of November 30, 2024, owed to Sheridan County are uncollectable.

I have certified the debts are uncollectable and now respectfully request the board approve discharge of uncollectable debts.



SHERIDAN COUNTY TREASURER KATIE ARAAS

Pursuant to W.S. §9-13-110 AND W.S. §16-4-502, I, Katie Araas, Sheridan County Treasurer, do hereby certify to the Board of County Commissioners that the following debts owed as of 11-30-24 are uncollectable.

taxYear	parcelNo	district	taxType	ownerName	firstHalf	secondHalf	dueDate	dueDate2	totalBill	penalty	totalDue	Address
2014	00000307:300		PP	1ST NRG WYOMING, INC	\$ 586.83	\$ 1,173.66	11/10/2014	5/10/2015	\$ 1,736.83	\$ 2,073.52	\$ 3,247.18	1550 LARIMER ST STE 469, DENVER, CO 80202
2013	00P001144:205		PP	AEGERTER, MARK	\$ 24.53	\$ 24.52	11/10/2014	5/10/2015	\$ 49.05	\$ 95.49	\$ 144.54	828 ARLINGTON BLVD, SHERIDAN, WY 82801
2014	00P001144:205		PP	AEGERTER, MARK	\$ 24.71	\$ 24.70	11/10/2014	5/10/2015	\$ 49.41	\$ 87.30	\$ 136.71	828 ARLINGTON BLVD, SHERIDAN, WY 82801
2014	000002954:205		PP	ALL AMERICAN HEATING & COOLING, IN	\$ 31.14	\$ 31.14	11/10/2014	5/10/2015	\$ 62.28	\$ 110.04	\$ 172.32	602 E 6TH ST, SHERIDAN, WY 82801
2014	000002511:218		PP	ALTERNATIVE TECHNOLOGIES	\$ 4.29	\$ 4.29	11/10/2014	5/10/2015	\$ 8.58	\$ 15.16	\$ 23.74	69 DEE DR, SHERIDAN, WY 82801
2014	00000138:103		PP	BEAR CLAW CATTLE COMPANY	\$ -	\$ 187.47	11/10/2014	5/10/2015	\$ 187.47	\$ 322.84	\$ 510.31	PO BOX 99, DAYTON, WY 82836
2014	00000320:300		PP	BEARCAT ENERGY, LLC	\$ 5,180.92	\$ 5,180.91	11/10/2014	5/10/2015	\$ 10,361.83	\$ 18,306.37	\$ 28,668.20	1225 17TH ST STE 2420, DENVER, CO 80202
2014	00000284:101		PP	BEAVER LODGE IRONWORK	\$ 10.93	\$ 10.93	11/10/2014	5/10/2015	\$ 21.86	\$ 38.62	\$ 60.48	909 ABSARAKA, SHERIDAN, WY 82801
2014	00000296:202		PP	BENT GROVE, LLC	\$ 2,834.23	\$ 2,834.23	11/10/2014	5/10/2015	\$ 5,668.46	\$ 10,014.54	\$ 15,683.00	6965 S UNION PARK CENTER #400, COTTONWOOD HEIGHTS, UT 84047
2014	00P00292:300		PP	BULKLEY, TERRY W	\$ 56.76	\$ 56.76	11/10/2014	5/10/2015	\$ 113.52	\$ 200.56	\$ 314.08	PO BOX 193, CLEARMONT, WY 82835
2014	00000243:205		PP	FUTURE ENTERPRISES	\$ 589.84	\$ 589.84	11/10/2014	5/10/2015	\$ 1,179.68	\$ 2,084.15	\$ 3,263.83	4701 PINE HILLS RD, BILLINGS, MT 59101
2014	00000329:300		PP	HIGH PLAINS GAS LLC	\$ 11,767.54	\$ 11,767.54	11/10/2014	5/10/2015	\$ 23,535.08	\$ 41,579.72	\$ 65,114.80	77 EAST RIDGE RD, SHERIDAN, WY 82801
2014	00000283:205		PP	K & K FENCING & CONSTRUCTION	\$ 31.43	\$ 31.42	11/10/2014	5/10/2015	\$ 62.85	\$ 111.04	\$ 173.89	1502 BIG HORN AVE, SHERIDAN, WY 82801
2014	000002504:111		PP	MAGIX SOFT TECHNICAL SUPPORT	\$ 9.19	\$ 9.19	11/10/2014	5/10/2015	\$ 18.38	\$ 32.48	\$ 50.86	1805 MIKE HILL DR, EL PASO, TX 79936
2014	00000296:300		PP	MEDALLION EXPLORATION	\$ 2,395.47	\$ 2,395.46	11/10/2014	5/10/2015	\$ 4,790.93	\$ 8,464.20	\$ 13,255.13	1218 E 7800 S STE 100, SANDY, UT 84094
2014	00000166:205		PP	RAM CONSTRUCTION & CONCRETE, INC	\$ 64.67	\$ 64.67	11/10/2014	5/10/2015	\$ 129.34	\$ 228.51	\$ 357.85	1176 US HIGHWAY 14, BANNER, WY 82832
2014	00P000331:206		PP	SANDERS, CRAIG	\$ 8.91	\$ 8.91	11/10/2014	5/10/2015	\$ 17.82	\$ 31.48	\$ 49.30	PO BOX 635, STORY, WY 82842
2014	00000334:202		PP	SCHMIDT, ABLI	\$ 45.06	\$ 45.05	11/10/2014	5/10/2015	\$ 90.11	\$ 159.20	\$ 249.31	201 W LAKEWAY RD STE 512, GILLETTE, WY 82718
2014	00000312:205		PP	SPECIAL OCCASIONS, LLC	\$ 3.33	\$ 3.32	11/10/2014	5/10/2015	\$ 6.65	\$ 11.75	\$ 18.40	13 N MAIN ST, SHERIDAN, WY 82801
2014	00000270:200		PP	STORM CAT ENERGY (USA) OPERATING	\$ 45,783.47	\$ 45,783.47	11/10/2014	5/10/2015	\$ 91,566.94	\$ 161,772.45	\$ 253,339.39	PO BOX 4186, PARKER, CO 80134
2014	000003214:200		PP	STORM CAT ENERGY (USA) OPERATING	\$ 3,142.55	\$ 3,142.55	11/10/2014	5/10/2015	\$ 6,285.10	\$ 11,103.96	\$ 17,389.06	1125 17TH ST, SUITE 2310, DENVER, CO 80202
2014	00000270:205		PP	STORM CAT ENERGY (USA) OPERATING	\$ 184.54	\$ 184.54	11/10/2014	5/10/2015	\$ 369.08	\$ 652.06	\$ 1,021.14	PO BOX 4186, PARKER, CO 80134
2014	00000296:300		PP	STORM CAT ENERGY (USA) OPERATING	\$ 16,703.77	\$ 16,703.77	11/10/2014	5/10/2015	\$ 33,407.54	\$ 59,021.52	\$ 92,429.06	PO BOX 4186, PARKER, CO 80134
2014	00P00290:209		PP	THE ICE MAN	\$ 9.38	\$ 9.37	11/10/2014	5/10/2015	\$ 18.75	\$ 33.13	\$ 51.88	630 MONTE VISTA, SHERIDAN, WY 82801
2014	00000223:205		PP	VF LEASING, LLC	\$ 51.27	\$ 51.26	11/10/2014	5/10/2015	\$ 102.53	\$ 181.14	\$ 283.67	6260 LOOKOUT RD, BOULDER, CO, 80301
2014	00P00055:200		PP	WANTULOK, ANNE	\$ 18.64	\$ 18.63	11/10/2014	5/10/2015	\$ 37.27	\$ 65.84	\$ 105.11	PO BOX 43, WYARNO, WY 82845
2014	00000328:205		PP	WILEY TILE TECH, LLC	\$ 12.69	\$ 12.69	11/10/2014	5/10/2015	\$ 25.38	\$ 44.84	\$ 70.22	1830 KENNEDY ST, SHERIDAN, WY 82801
					\$ 89,576.09	\$ 89,763.46			\$ 179,339.55	\$ 316,841.91	\$ 496,181.46	



SHERIDAN COUNTY TREASURER KATIE ARAAS

Pursuant to W.S. §39-13-110 AND W.S. §16-4-502, I, Katie Araas, Sheridan County Treasurer, do hereby certify to the Board of County Commissioners that the following debts owed as of 11-30-24 are

taxYear	parcelNo	district	taxType	ownerName	firstHalf	duedate	secondHalf	totalBill	penInt	totalDue	address
2010	0000012236	205	MH	ADAMSON, JAMES & KATHY	\$ 47.59	11/10/2014	\$ 47.58	5/10/2015	\$ 95.17	\$ 236.71	1116 4TH AVE E SPC 18, SHERIDAN, WY 82801
2011	0000012236	205	MH	ADAMSON, JAMES & KATHY	\$ 46.98	11/10/2014	\$ 46.97	5/10/2015	\$ 93.95	\$ 216.74	1117 4TH AVE E SPC 18, SHERIDAN, WY 82801
2012	0000012236	205	MH	ADAMSON, JAMES & KATHY	\$ 46.19	11/10/2014	\$ 46.19	5/10/2015	\$ 92.38	\$ 196.46	1118 4TH AVE E SPC 18, SHERIDAN, WY 82801
2013	0000012236	205	MH	ADAMSON, JAMES & KATHY	\$ 47.98	11/10/2014	\$ 47.97	5/10/2015	\$ 95.95	\$ 186.78	1119 4TH AVE E SPC 18, SHERIDAN, WY 82801
2014	0000012236	205	MH	ADAMSON, JAMES & KATHY	\$ 49.30	11/10/2014	\$ 49.30	5/10/2015	\$ 98.60	\$ 174.20	1120 4TH AVE E SPC 18, SHERIDAN, WY 82801
2012	0000024142	218	MH	APAEZ, PHYLLIS E	\$ 22.01	11/10/2014	\$ 22.01	5/10/2015	\$ 44.02	\$ 93.62	PO BOX 6411, SHERIDAN, WY 82801
2013	0000024142	218	MH	APAEZ, PHYLLIS E	\$ 22.38	11/10/2014	\$ 22.37	5/10/2015	\$ 44.75	\$ 87.12	PO BOX 6411, SHERIDAN, WY 82801
2014	0000024142	218	MH	APAEZ, PHYLLIS E	\$ 24.14	11/10/2014	\$ 24.14	5/10/2015	\$ 48.28	\$ 85.30	PO BOX 6411, SHERIDAN, WY 82801
2014	0000011709	222	MH	BAXTER, LEE ANN (BASSETT)	\$ 2.70	11/10/2014	\$ 2.69	5/10/2015	\$ 5.39	\$ 9.52	2040 TAYLOR AVE, GROVER, WY 83122
2014	0000011764	218	MH	BENNAGE, KEVIN & VANESSA	\$ 9.41	11/10/2014	\$ 9.41	5/10/2015	\$ 18.82	\$ 33.24	1379 AVOCA PL #2, SHERIDAN, WY 82801
2012	0000012519	206	MH	CANFIELD, WM J & SANDY L	\$ 8.85	11/10/2014	\$ 8.84	5/10/2015	\$ 17.69	\$ 37.63	PO BOX 578, STORY, WY 82842
2013	0000012519	108	MH	CANFIELD, WM J & SANDY L	\$ 15.11	11/10/2014	\$ 15.10	5/10/2015	\$ 30.21	\$ 58.81	PO BOX 578, STORY, WY 82842
2014	0000012519	108	MH	CANFIELD, WM J & SANDY L	\$ 16.23	11/10/2014	\$ 16.23	5/10/2015	\$ 32.46	\$ 57.35	PO BOX 578, STORY, WY 82842
2008	0000011751	209	MH	CLARK, JANE	\$ 17.09	11/10/2014	\$ 17.09	5/10/2015	\$ 34.18	\$ 97.32	805 1/2 GLADSTONE ST, SHERIDAN, WY 82801
2009	0000011751	209	MH	CLARK, JANE	\$ 16.76	11/10/2014	\$ 16.76	5/10/2015	\$ 33.52	\$ 89.40	805 1/2 GLADSTONE ST, SHERIDAN, WY 82801
2010	0000011751	209	MH	CLARK, JANE	\$ 16.10	11/10/2014	\$ 16.09	5/10/2015	\$ 32.19	\$ 80.06	805 1/2 GLADSTONE ST, SHERIDAN, WY 82801
2011	0000011751	209	MH	CLARK, JANE	\$ 13.64	11/10/2014	\$ 13.63	5/10/2015	\$ 27.27	\$ 62.91	805 1/2 GLADSTONE ST, SHERIDAN, WY 82801
2012	0000011751	209	MH	CLARK, JANE	\$ 14.23	11/10/2014	\$ 14.23	5/10/2015	\$ 28.46	\$ 60.53	805 1/2 GLADSTONE ST, SHERIDAN, WY 82801
2013	0000011751	209	MH	CLARK, JANE	\$ 14.43	11/10/2014	\$ 14.43	5/10/2015	\$ 28.86	\$ 56.19	805 1/2 GLADSTONE ST, SHERIDAN, WY 82801
2014	0000011751	209	MH	CLARK, JANE	\$ 15.60	11/10/2014	\$ 15.59	5/10/2015	\$ 31.19	\$ 55.11	805 1/2 GLADSTONE ST, SHERIDAN, WY 82801
2007	0000011952	300	MH	CRUTH, C WAYNE & TERESA	\$ 17.33	11/10/2014	\$ 17.32	5/10/2015	\$ 34.65	\$ 104.90	PO BOX 172, CLEARMONT, WY 82835
2008	0000011952	300	MH	CRUTH, C WAYNE & TERESA	\$ 18.12	11/10/2014	\$ 18.12	5/10/2015	\$ 36.24	\$ 103.18	PO BOX 172, CLEARMONT, WY 82835
2009	0000011952	301	MH	CRUTH, C WAYNE & TERESA	\$ 12.14	11/10/2014	\$ 12.14	5/10/2015	\$ 24.28	\$ 64.76	PO BOX 172, CLEARMONT, WY 82835
2010	0000011952	301	MH	CRUTH, C WAYNE & TERESA	\$ 12.69	11/10/2014	\$ 12.69	5/10/2015	\$ 25.38	\$ 63.13	PO BOX 172, CLEARMONT, WY 82835
2011	0000011952	301	MH	CRUTH, C WAYNE & TERESA	\$ 13.84	11/10/2014	\$ 13.83	5/10/2015	\$ 27.67	\$ 63.83	PO BOX 172, CLEARMONT, WY 82835
2012	0000011952	301	MH	CRUTH, C WAYNE & TERESA	\$ 14.23	11/10/2014	\$ 14.23	5/10/2015	\$ 28.46	\$ 60.53	PO BOX 172, CLEARMONT, WY 82835
2013	0000011952	301	MH	CRUTH, C WAYNE & TERESA	\$ 14.77	11/10/2014	\$ 14.76	5/10/2015	\$ 29.53	\$ 57.48	PO BOX 172, CLEARMONT, WY 82835
2014	0000011952	301	MH	CRUTH, C WAYNE & TERESA	\$ 15.95	11/10/2014	\$ 15.94	5/10/2015	\$ 31.89	\$ 56.34	PO BOX 172, CLEARMONT, WY 82835
2007	0000025530	300	MH	CRUTH, CHARLES & LARAY	\$ 46.49	11/10/2014	\$ 46.48	5/10/2015	\$ 92.97	\$ 281.46	PO BOX 163, CLEARMONT, WY 82835
2008	0000025530	300	MH	CRUTH, CHARLES & LARAY	\$ 39.10	11/10/2014	\$ 39.10	5/10/2015	\$ 78.20	\$ 222.65	PO BOX 163, CLEARMONT, WY 82835
2009	0000025530	301	MH	CRUTH, CHARLES & LARAY	\$ 42.53	11/10/2014	\$ 42.53	5/10/2015	\$ 85.06	\$ 226.87	PO BOX 163, CLEARMONT, WY 82835
2010	0000025530	301	MH	CRUTH, CHARLES & LARAY	\$ 42.40	11/10/2014	\$ 42.40	5/10/2015	\$ 84.80	\$ 210.92	PO BOX 163, CLEARMONT, WY 82835
2011	0000025530	301	MH	CRUTH, CHARLES & LARAY	\$ 24.99	11/10/2014	\$ 24.99	5/10/2015	\$ 49.98	\$ 115.30	PO BOX 163, CLEARMONT, WY 82835
2012	0000025530	301	MH	CRUTH, CHARLES & LARAY	\$ 26.28	11/10/2014	\$ 26.27	5/10/2015	\$ 52.55	\$ 111.76	PO BOX 163, CLEARMONT, WY 82835
2013	0000025530	301	MH	CRUTH, CHARLES & LARAY	\$ 24.13	11/10/2014	\$ 24.13	5/10/2015	\$ 48.26	\$ 93.95	PO BOX 163, CLEARMONT, WY 82835
2014	0000025530	301	MH	CRUTH, CHARLES & LARAY	\$ 27.99	11/10/2014	\$ 27.99	5/10/2015	\$ 55.98	\$ 98.90	PO BOX 163, CLEARMONT, WY 82835
2012	0000031947	205	MH	DURAND, MONTE E	\$ 150.62	11/10/2014	\$ 150.61	5/10/2015	\$ 301.23	\$ 640.63	150 W 11TH ST LOT 31, SHERIDAN, WY 82801
2010	0000012482	218	MH	FISCHER, DAVID	\$ 17.46	11/10/2014	\$ 17.45	5/10/2015	\$ 34.91	\$ 86.83	5901 COFFEE AVE# 51, SHERIDAN, WY 82801
2011	0000012482	218	MH	FISCHER, DAVID	\$ 17.99	11/10/2014	\$ 17.99	5/10/2015	\$ 35.98	\$ 83.00	5901 COFFEE AVE# 51, SHERIDAN, WY 82801
2012	0000012482	218	MH	FISCHER, DAVID	\$ 18.92	11/10/2014	\$ 18.92	5/10/2015	\$ 37.84	\$ 80.47	5901 COFFEE AVE# 51, SHERIDAN, WY 82801
2013	0000012482	218	MH	FISCHER, DAVID	\$ 11.57	11/10/2014	\$ 11.57	5/10/2015	\$ 23.14	\$ 45.05	5901 COFFEE AVE# 51, SHERIDAN, WY 82801

2014 0000012482 218	MH	FISCHER, DAVID	\$	12.47	11/10/2014	\$	12.47	5/10/2015	\$	24.94	\$	44.06	\$	69.00	5901 COFFEEN AVE #1, SHERIDAN, WY 82801
2014 0000023392 301	MH	GEORGE, CHRISTOPHER	\$	3.43	11/10/2014	\$	3.43	5/10/2015	\$	6.86	\$	12.12	\$	18.98	PO BOX 145, SHERIDAN, WY 82801
2014 0000033125 205	MH	GILSTRAP, MICHELLE M	\$	117.66	11/10/2014	\$	117.65	5/10/2015	\$	235.31	\$	415.72	\$	651.03	18 BEAVER DR, 1511 MYDLAND RD #36, SHERIDAN, WY 82801
2014 00M0029221 205	MH	GILSTRAP, MICHELLE M	\$	127.77	11/10/2014	\$	127.77	5/10/2015	\$	255.54	\$	451.47	\$	707.01	18 BEAVER DR, 1511 MYDLAND RD #36, SHERIDAN, WY 82801
2011 0000028223 301	MH	HALL, ROBERT & TROMBLEY, LEOILA	\$	20.74	11/10/2014	\$	20.73	5/10/2015	\$	41.47	\$	95.67	\$	137.14	359 E 7TH ST, SHERIDAN, WY 82801
2012 0000028223 301	MH	HALL, ROBERT & TROMBLEY, LEOILA	\$	18.27	11/10/2014	\$	18.27	5/10/2015	\$	36.54	\$	77.71	\$	114.25	359 E 7TH ST, SHERIDAN, WY 82801
2013 0000028223 301	MH	HALL, ROBERT & TROMBLEY, LEOILA	\$	17.38	11/10/2014	\$	17.37	5/10/2015	\$	34.75	\$	66.32	\$	102.40	359 E 7TH ST, SHERIDAN, WY 82801
2014 0000028223 301	MH	HALL, ROBERT & TROMBLEY, LEOILA	\$	18.77	11/10/2014	\$	18.77	5/10/2015	\$	37.54	\$	66.32	\$	103.86	359 E 7TH ST, SHERIDAN, WY 82801
2014 0000012611 218	MH	JOHNSON, TROY L	\$	12.50	11/10/2014	\$	12.50	5/10/2015	\$	25.00	\$	44.17	\$	69.17	5901 COFFEEN AVE #50, SHERIDAN, WY 82801
2003 0000025291 205	MH	LIEN, JOHN TATE & TRACY EILEEN	\$	114.15	11/10/2014	\$	114.15	5/10/2015	\$	228.30	\$	855.66	\$	1,083.96	1511 MYDLAND RD LOT 156, SHERIDAN, WY 82801
2004 0000025291 205	MH	LIEN, JOHN TATE & TRACY EILEEN	\$	114.15	11/10/2014	\$	114.15	5/10/2015	\$	228.30	\$	814.51	\$	1,042.81	1511 MYDLAND RD LOT 156, SHERIDAN, WY 82801
2005 0000025291 205	MH	LIEN, JOHN TATE & TRACY EILEEN	\$	110.43	11/10/2014	\$	110.43	5/10/2015	\$	220.86	\$	748.21	\$	969.07	1511 MYDLAND RD LOT 156, SHERIDAN, WY 82801
2006 0000025291 205	MH	LIEN, JOHN TATE & TRACY EILEEN	\$	112.26	11/10/2014	\$	112.25	5/10/2015	\$	224.51	\$	720.16	\$	944.67	1511 MYDLAND RD LOT 156, SHERIDAN, WY 82801
2007 0000025291 205	MH	LIEN, JOHN TATE & TRACY EILEEN	\$	112.44	11/10/2014	\$	112.43	5/10/2015	\$	224.87	\$	680.78	\$	905.65	1511 MYDLAND RD LOT 156, SHERIDAN, WY 82801
2008 0000025291 205	MH	LIEN, JOHN TATE & TRACY EILEEN	\$	113.40	11/10/2014	\$	113.40	5/10/2015	\$	226.80	\$	645.74	\$	872.54	1511 MYDLAND RD LOT 156, SHERIDAN, WY 82801
2009 0000025291 205	MH	LIEN, JOHN TATE & TRACY EILEEN	\$	114.30	11/10/2014	\$	114.29	5/10/2015	\$	228.59	\$	609.69	\$	838.28	1511 MYDLAND RD LOT 156, SHERIDAN, WY 82801
2010 0000025291 205	MH	LIEN, JOHN TATE & TRACY EILEEN	\$	101.10	11/10/2014	\$	101.10	5/10/2015	\$	202.20	\$	502.91	\$	705.11	1511 MYDLAND RD LOT 156, SHERIDAN, WY 82801
2011 0000025291 205	MH	LIEN, JOHN TATE & TRACY EILEEN	\$	97.78	11/10/2014	\$	97.77	5/10/2015	\$	195.55	\$	451.12	\$	646.67	1511 MYDLAND RD LOT 156, SHERIDAN, WY 82801
2012 0000025291 205	MH	LIEN, JOHN TATE & TRACY EILEEN	\$	94.06	11/10/2014	\$	94.06	5/10/2015	\$	188.12	\$	400.08	\$	588.20	1511 MYDLAND RD LOT 156, SHERIDAN, WY 82801
2013 0000025291 205	MH	LIEN, JOHN TATE & TRACY EILEEN	\$	50.52	11/10/2014	\$	50.51	5/10/2015	\$	101.03	\$	196.67	\$	297.70	1511 MYDLAND RD LOT 156, SHERIDAN, WY 82801
2014 0000025291 205	MH	LIEN, JOHN TATE & TRACY EILEEN	\$	45.37	11/10/2014	\$	45.36	5/10/2015	\$	90.73	\$	160.29	\$	251.02	1511 MYDLAND RD LOT 156, SHERIDAN, WY 82801
2014 0000012328 222	MH	MORTON, ERIC WILLIAM	\$	9.25	11/10/2014	\$	9.24	5/10/2015	\$	18.49	\$	32.66	\$	51.15	2010 OMARR AVE, SHERIDAN, WY 82801
2012 0000012456 205	MH	ONKKA, ILA E	\$	14.62	11/10/2014	\$	14.62	5/10/2015	\$	29.24	\$	62.19	\$	91.43	1035 ADAM ST APT 15, SHERIDAN, WY 82801
2013 0000012456 205	MH	ONKKA, ILA E	\$	14.91	11/10/2014	\$	14.91	5/10/2015	\$	29.82	\$	58.05	\$	87.87	1035 ADAM ST APT 15, SHERIDAN, WY 82801
2014 0000012456 205	MH	ONKKA, ILA E	\$	16.05	11/10/2014	\$	16.05	5/10/2015	\$	32.10	\$	56.71	\$	88.81	1035 ADAM ST APT 15, SHERIDAN, WY 82801
2008 0000011529 300	MH	PINDER, KELVIN JOSEPH	\$	15.06	11/10/2014	\$	15.06	5/10/2015	\$	30.12	\$	85.76	\$	115.88	PO BOX 163, CLEARMONT, WY 82835
2009 0000011529 301	MH	PINDER, KELVIN JOSEPH	\$	12.89	11/10/2014	\$	12.88	5/10/2015	\$	25.77	\$	68.74	\$	94.51	PO BOX 163, CLEARMONT, WY 82835
2010 0000011529 301	MH	PINDER, KELVIN JOSEPH	\$	13.44	11/10/2014	\$	13.44	5/10/2015	\$	26.88	\$	66.86	\$	93.74	PO BOX 163, CLEARMONT, WY 82835
2011 0000011529 301	MH	PINDER, KELVIN JOSEPH	\$	13.87	11/10/2014	\$	13.87	5/10/2015	\$	27.74	\$	64.00	\$	91.74	PO BOX 163, CLEARMONT, WY 82835
2012 0000011529 301	MH	PINDER, KELVIN JOSEPH	\$	14.59	11/10/2014	\$	14.58	5/10/2015	\$	29.17	\$	62.04	\$	91.21	PO BOX 163, CLEARMONT, WY 82835
2013 0000011529 301	MH	PINDER, KELVIN JOSEPH	\$	14.84	11/10/2014	\$	14.83	5/10/2015	\$	29.67	\$	57.76	\$	87.43	PO BOX 163, CLEARMONT, WY 82835
2014 0000011529 301	MH	PINDER, KELVIN JOSEPH	\$	16.02	11/10/2014	\$	16.01	5/10/2015	\$	32.03	\$	56.59	\$	88.62	PO BOX 163, CLEARMONT, WY 82835
2014 0000011505 209	MH	RICHE, ELLIOTT F & TRACY B	\$	5.26	11/10/2014	\$	5.25	5/10/2015	\$	10.51	\$	18.57	\$	29.08	44 WOODLAND PARK RD, SHERIDAN, WY 82801
2012 0000011648 108	MH	RINKER, MICHAEL NIEL	\$	20.69	11/10/2014	\$	20.68	5/10/2015	\$	41.37	\$	87.99	\$	129.36	PO BOX 252, RANCHESTER, WY 82839
2013 0000011648 108	MH	RINKER, MICHAEL NIEL	\$	21.06	11/10/2014	\$	21.05	5/10/2015	\$	42.11	\$	81.98	\$	124.09	PO BOX 252, RANCHESTER, WY 82839
2014 0000011648 108	MH	RINKER, MICHAEL NIEL	\$	22.60	11/10/2014	\$	22.60	5/10/2015	\$	45.20	\$	79.86	\$	125.06	PO BOX 252, RANCHESTER, WY 82839
2014 0000012206 102	MH	SAVITZ, JERRY B TRUSTEE	\$	26.50	11/10/2014	\$	26.50	5/10/2015	\$	53.00	\$	93.64	\$	146.64	PO BOX 99, DAYTON, WY 82836
2009 0000023002 101	MH	UECKER, SPENCER R & STEPHANIE A	\$	228.86	11/10/2014	\$	228.85	5/10/2015	\$	457.71	\$	1,220.81	\$	1,678.52	PO BOX 363, DAYTON, WY 82836
2010 0000023002 101	MH	UECKER, SPENCER R & STEPHANIE A	\$	234.96	11/10/2014	\$	234.95	5/10/2015	\$	469.91	\$	1,168.76	\$	1,638.67	PO BOX 363, DAYTON, WY 82836
2011 0000023002 101	MH	UECKER, SPENCER R & STEPHANIE A	\$	158.18	11/10/2014	\$	158.17	5/10/2015	\$	316.35	\$	729.80	\$	1,046.15	PO BOX 363, DAYTON, WY 82836
2012 0000023002 101	MH	UECKER, SPENCER R & STEPHANIE A	\$	155.94	11/10/2014	\$	155.94	5/10/2015	\$	311.88	\$	665.28	\$	975.16	PO BOX 363, DAYTON, WY 82836
2013 0000023002 101	MH	UECKER, SPENCER R & STEPHANIE A	\$	154.64	11/10/2014	\$	154.64	5/10/2015	\$	309.28	\$	602.08	\$	911.36	PO BOX 363, DAYTON, WY 82836
			\$	3,789.44		\$	3,789.06		\$	7,578.50	\$	18,325.78	\$	25,904.28	

14.

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

**Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS)  
Federal Emergency Management Agency (FEMA), Grant Programs Directorate,  
Emergency Management Performance Grant (EMPG) Grant Fiscal Year 2024**

<b>Subrecipient:</b>	<b>Sheridan County</b>
<b>UEI:</b>	<b>H2JQJKZU65E8</b>
<b>Federal Award Amount:</b>	<b>\$44,552.00</b>
<b>Local Match Amount:</b>	<b>\$44,552.00</b>
<b>Period of Performance:</b>	<b>October 1, 2023 through September 30, 2025</b>
<b>ALN:</b>	<b>97.042</b>
<b>DHS Grant Code:</b>	<b>EMD-2024-EP-05008</b>
<b>Federal Award Date:</b>	<b>September 24, 2024</b>
<b>Project ID:</b>	<b>24-EMPG-SHE-GCF24</b>

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002, and Sheridan County (Subrecipient), whose address is: 224 S Main St Ste B-1, Sheridan, WY 82801.
  
2. **Purpose of Agreement.** The purpose of this Agreement is to provide federal funds to assist state, local, territorial, and tribal governments in preparing for all hazards. The FY 2024 EMPG Program will provide federal funds to assist state, local, territorial, and tribal emergency management agencies to obtain the resources required to support the implementation of the National Preparedness System and the National Preparedness Goal of a secure and resilient Nation. U.S. Department of Homeland Security (DHS) encourages EMPG recipients and subrecipients to prioritize grant funding toward investments that address capability targets and gaps identified through the annual Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process. Recipients and subrecipients should use grant funds to increase capability for high-priority core capabilities with low capability levels, validate capability levels, and maintain or sustain current capabilities.

Project expenditures must align with the approved scope of work described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. This award is not for the purposes of Research & Development (R&D) as defined in 2 CFR 200.87.

3. **Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2024 U.S. Department of Homeland Security, Federal Emergency Management Agency Grant Program Directorate, and Emergency Management Performance Grant

Program. The program is authorized by Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. § 5121, *et seq.*); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. § 7701, *et seq.*); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. § 4001, *et seq.*).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Period of Performance of the Agreement is from October 1, 2023 through September 30, 2025. All services shall be completed during the Period of Performance.

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

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed forty-four thousand, five hundred fifty-two dollars and no cents (\$44,552.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipients shall submit all invoices within forty-five (45) days after the term of this Agreement.
- B. No payment shall be made for work performed outside the Period of Performance of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses shall be allowed as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipients shall book economy class fares for all domestic travel. First class bookings are not reimbursable.

- (ii) Personal Vehicle. The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
  - (iii) Car Rental. The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle.
- D. Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

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

- A.** Complete the project described in Attachment A, Project Description.
- B.** Comply with terms and conditions as described in Attachment B, Agreement Articles, which is attached to and incorporated into this Agreement by this reference.
- C.** Comply with the 2024 Emergency Management Performance Grant (EMPG) Notice of Funding Opportunity (NOFO) and the Preparedness Grants Manual to implement this Agreement, and agrees that all use of funds under this Agreement will be in accordance with the EMPG NOFO and Preparedness Grants Manual.
- D. THIRA/SPR.** Complete/actively participate in a whole community Threat and Hazard Risk Assessment (THIRA) or Stakeholder Preparedness Report (SPR) update, or both, annually by the deadline, established by the Agency, of each year during the entire term of this Agreement.
- E. NIMS.** Maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to

facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.

- F. Point of Contact.** Keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- G. Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.327.
- H. Equipment.**
- (i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
  - (ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
  - (iii) Subrecipient shall maintain property records for all equipment purchased with EMPG funds in accordance with 2 CFR 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.



**I. Training.**

- (i) Training conducted using EMPG funds should address a performance gap identified through an Integrated Preparedness Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).
- (ii) Subrecipient shall ensure that all EMPG funded personnel (full- and part-time) shall complete the following training requirements and provide Agency with proof of completion:
  - (a) IS-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version); AND
  - (b) Professional Development Series (PDS) or the Emergency Management Professionals Program (EMPP) Basic Academy. These requirements can be found at: <https://training.fema.gov> as well as the EMPG Appendix of the FEMA Preparedness Grants Manual.
- (iii) Per DHS/FEMA GPD Information Bulletin No. 432, July 19, 2018, Subrecipient is no longer required to request approval from FEMA for personnel to attend non-FEMA training as long as the training is coordinated with and approved by the State Administrative Agency (SAA) State Training Point of Contact, and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan. All other requirements listed in this section still apply.

**J. Exercises.** Subrecipient shall participate in and/or conduct a minimum of three (3) exercises, including at least one (1) full-scale exercise, during a one (1) year period beginning October 1, 2024 and ending September 30, 2025. Subrecipient agrees to submit an After Action Report (AAR) to the Agency following each exercise. Exercises conducted with this Agreement should be managed and conducted consistent with HSEEP.

**K. Emergency Operations Plan (EOP).** Subrecipient agrees to complete an Emergency Operations Plan (EOP) aligning with the requirements and guidelines of the Comprehensive Preparedness Guide (CPG) 101 Version 2.0. EOP should be updated no less than once every two (2) years. Subrecipient agrees to provide the Agency with a current or updated copy of the EOP no later than September 1, 2025.

**L. Reporting.** Subrecipient agrees to submit quarterly progress reports on forms provided by the Agency for the entirety of the performance period regardless of expenditure(s). Quarterly reports will be due the 20<sup>th</sup> of the month following the end of each quarter (April 20, July 20, October 20 and January 20). Failure to submit quarterly reports may jeopardize future funding. Agency may waive

reporting requirements at the Agency's discretion.

**M. Closeout.**

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

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

- A. Pay Subrecipient in accordance with Section 5 above.
- B. Be available to provide necessary and feasible technical advice as requested by Subrecipient.
- C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

**8. Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 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.
- D. Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Agreement, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its Subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- H. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this

transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- K. Administration of Federal Funds.** 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 Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.
- P. Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2

CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the Agency may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and the Agency under this Agreement, at law, or in equity.

9. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a

shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Agreements.** The Agency may award supplemental or successor Agreements for work related to this Agreement or may award Agreements to other Subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other Subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of fourteen (14) pages; Attachment A, Project Description, consisting of one (1) page; and Attachment B, Agreement Articles, consisting of ten (10) pages; and the Federal Contract Provisions, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods,

epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

**Contact for the Agency:**

Ashley Paulsrud  
Grants/Finance Section Chief  
5500 Bishop Boulevard  
Cheyenne, Wyoming 82009  
307-777-4907  
[Ashley.paulsrud@wyo.gov](mailto:Ashley.paulsrud@wyo.gov)

*With a copy to:*

Lynn Budd (Awarding Official)  
Director, Wyoming Office of Homeland Security  
5500 Bishop Boulevard  
Cheyenne, Wyoming 82009  
307-777-8511  
[Lynn.budd@wyo.gov](mailto:Lynn.budd@wyo.gov)

- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- S. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- U. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.



- W. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- AA. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

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

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

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

**AGENCY:**

Wyoming Office of Homeland Security

\_\_\_\_\_  
Lynn Budd, Director

\_\_\_\_\_  
Date

**SUBRECIPIENT:**

Sheridan County

\_\_\_\_\_  
Subrecipient Designee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Designee

**SUBRECIPIENT ATTORNEY: APPROVAL AS TO FORM**

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Date

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

*Jodi A. Darrough # 244556*  
\_\_\_\_\_  
Jodi A. Darrough, Senior Assistant Attorney General

*11-8-24*  
\_\_\_\_\_  
Date

## ATTACHMENT A: Project Description

**Subrecipient: Sheridan County**  
**Project ID: 24-EMPG-SHE-GCF24**  
**Award Amount: \$44,552.00**

The following submitted project(s) have been approved for the Federal Fiscal Year 2024 U.S. Department of Homeland Security, Emergency Management Performance Grant (EMPG). Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

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

Description	Amount
Eligible Expenses as follows: <ul style="list-style-type: none"><li>• Allowable Emergency Management payroll expenses and travel/training expenses including but not limited to semi-annual WOHS meetings.</li></ul>	\$44,552.00

For questions regarding individual project allowability, the scope of an approved project, or the 2024 EMPG, please contact:

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

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

## **ATTACHMENT B: Agreement Articles**

### **Emergency Management Performance Grant**

**GRANTEE:** Wyoming Office of Homeland Security  
**PROGRAM:** Emergency Management Performance Grant  
**AGREEMENT NUMBER:** EMD-2024-EP-05008

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## **Article 1 Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

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

## **Article 2 General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

### **Article 3 Acknowledgement of Federal Funding from DHS**

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

### **Article 4 Activities Conducted Abroad**

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

### **Article 5 Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### **Article 6 Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### **Article 7 Best Practices for Collection and Use of Personally Identifiable Information**

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

### **Article 8 Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

### **Article 9 Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings

without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### **Article 10 Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

#### **Article 11 Debarment and Suspension**

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article 12 Drug-Free Workplace Regulations**

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

#### **Article 13 Duplicative Costs**

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

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

#### **Article 15 E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**

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

#### **Article 16 Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article 17 False Claims Act and Program Fraud Civil Remedies**

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

#### **Article 18 Federal Debt Status**

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

#### **Article 19 Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

#### **Article 20 Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article 21 Hotel and Motel Fire Safety Act of 1990**

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

#### **Article 22 John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

#### **Article 23 Limited English Proficiency (Civil Rights Act of 1964, Title VI)**



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

#### **Article 24 Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

#### **Article 25 National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article 26 Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

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

#### **Article 27 Non-Supplanting Requirement**

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

#### **Article 28 Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall

remain in effect.

### **Article 29 Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

### **Article 30 Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### **Article 31 Rehabilitation Act of 1973**

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

### **Article 32 Reporting of Matters Related to Recipient Integrity and Performance**

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

### **Article 33 Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

### **Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product

that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

### **Article 35 SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

### **Article 36 Terrorist Financing**

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

### **Article 37 Trafficking Victims Protection Act of 2000 (TVPA)**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

### **Article 38 Universal Identifier and System of Award Management**

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

#### **Article 39 USA PATRIOT Act of 2001**

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

#### **Article 40 Use of DHS Seal, Logo and Flags**

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

#### **Article 41 Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

#### **Article 42 Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### **Article 43 Applicability of DHS Standard Terms and Conditions to Tribes**

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

#### **Article 44 Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

#### **Article 45 Disposition of Equipment Acquired Under the Federal Award**

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

#### **Article 46 Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **Article 47 Indirect Cost Rate**

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



## 2024 Emergency Management Performance Grant (EMPG) POINT OF CONTACT INFORMATION FORM

Jurisdiction:	Sheridan County
Grant Project ID:	24-EMPG-SHE-GCF24
Mailing Address:	224 S. Main St STE B-1
City, ST ZIP	Sheridan, WY 82801

<b>Grant Administrator</b>	Jesse Ludikhuize
Title:	Sheridan County Emergency Management Coordinator
Phone Number:	307-675-2569
Email:	<a href="mailto:jludikhuize@sheridancountywy.gov">jludikhuize@sheridancountywy.gov</a>

<b>Authorized Point of Contact</b>	Jesse Ludikhuize
Title:	Sheridan County Emergency Management Coordinator
Phone Number:	307-675-2569
Email:	<a href="mailto:jludikhuize@sheridancountywy.gov">jludikhuize@sheridancountywy.gov</a>

**Signature**

**Date**

**Printed Name**

**Title**

**This form must be signed by the same signing authority required by the 2023 EMPG Grant Award Agreement**

Please complete and return along with signed Grant Award Agreement to:

Darryl Erickson, Grant Manager  
Wyoming Office of Homeland Security  
5500 Bishop Boulevard, Cheyenne, WY 82002  
[darryl.erickson1@wyo.gov](mailto:darryl.erickson1@wyo.gov)

# MEMORANDUM OF UNDERSTANDING OneWyo I and II Opioid Settlement Funds

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date") by and between Memorial Hospital of Sheridan County, d/b/a Sheridan Memorial Hospital ("SMH"), and Sheridan County, Wyoming ("COUNTY"), whose address is 45 W. 12<sup>th</sup> Street, Sheridan, WY 82801.

WHEREAS, State of Wyoming is a recipient of opioid settlement funds ("Settlement Funds") through certain settlement agreements with funds being divided amongst cities and counties throughout the state;

WHEREAS, the distribution of settlement funds is subject to the OneWyo I and II Opioid Settlement Memorandum of Agreements ("Settlement MOAs"); and

WHEREAS, the COUNTY has identified that SMH has the ability to utilize Settlement Funds in accordance with the terms and conditions of the Settlement MOAs.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Term.** This MOU shall commence upon the Effective Date and shall be perpetual until terminated per the conditions set forth herein.
2. **Duties and Responsibilities of SMH.**
  - A. SMH shall utilize Settlement Funds allocated by the COUNTY in accordance with the terms and conditions set forth in the Settlement MOAs.
  - B. SMH shall provide the information and documentation necessary for the COUNTY to meet and satisfy all reporting requirements and audits for the State of Wyoming, federal regulatory bodies and Settlement Fund administrators.
3. **Duties and Responsibilities of COUNTY.** COUNTY shall provide and coordinate with SMH to ensure that SHM is fully informed as to allowable and appropriate uses of Settlement Funds.
6. **COUNTY Liability/Indemnity.**
  - A. SMH and COUNTY each agree to indemnify and hold the other party and its affiliates, directors, officers, managers, employees and agents (the "Indemnified Party") harmless from and against any and all obligations, liabilities, damages,

penalties, losses, costs, charges and expenses (including reasonable accountants' and attorneys' fees) which may be imposed on or incurred by the Indemnified Party relating to (1) the performance or breach of the indemnifying party's responsibilities, obligations, warranties and representations under this MOU during or after the term of this MOU; or (2) any other act or omission of the indemnifying party or its officers, employees, or agents. This provision will survive the expiration or earlier termination of this MOU. This indemnification only applies to the extent the actions or omissions at issue are not covered by insurance.

- B. In the case of any joint or concurring liability or obligation of the parties giving rise to liabilities, damages, losses, obligations, costs or expenses by either or both parties, each party shall have full rights of contribution against the other party.

7. **Relationship of Parties.** COUNTY and SMH agree and acknowledge that the parties shall be independent contractors, and that regardless of the conduct of the parties, unless expressly agreed to in writing, neither party shall at any time become, or be deemed, an employee of the other. Neither party is, nor shall be considered as, the agent or employee of the other party for any purpose whatsoever. Further, neither party will represent to others that it is, or hold itself out to others as, any form of agent of the other. Neither party has the authority to enter into contracts or assume any obligations for the other party or to make any warranties or representations on behalf of the other party, except as specifically provided herein. Nothing in this MOU shall be construed to establish a relationship of co-partners or joint venturers between the two parties. Each party agrees to be responsible for the acts of its own agents, servants or employees, and the payment of their employee benefits and compensation, including employment taxes, workers' compensation, and other similar taxes and requirements associated with employment.

8. **Legal Compliance.**

- A. The parties intend to comply with the provisions of 42 U.S.C. 1395nn and 42 U.S.C. 1396b ("Stark II") and 42 U.S.C. 1320a-7b(b) (the "Fraud and Abuse Statute"), as such provisions may be amended from time to time. This MOU shall be construed in a manner consistent with such statutes and regulations. The compensation paid to SMH hereunder is fair market value for the Services rendered and is consistent with the value of similar services.
- B. Both parties shall comply with all of the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

9. **Miscellaneous**

- A. In the event that litigation is brought to enforce the terms of this MOU, or because of any act which may arise out of either party's performance hereunder, the prevailing party shall be entitled to all costs incurred in connection with such



action, including reasonable attorneys' fees.

- B. This MOU represents the final and binding expression of intent of the parties, and represents the entire understanding of the parties with respect to the subject matter of the MOU. No waiver, alteration, or modification of this MOU shall be effective unless made in writing and signed by both parties.
- C. If any provision of this MOU is found to be unenforceable, the remaining portions shall be given full force and effect of law.
- D. SMH shall not assign or transfer this MOU without the express, written consent of COUNTY.
- E. The terms and conditions of this MOU shall supersede any terms and conditions which may appear on written material of COUNTY, including, but not limited to the order form or purchase order.
- F. This MOU may be executed in two (2) or more counterparts, and by facsimile exchange of signature pages, each of which shall constitute an original, but all of which together shall constitute one and the same MOU.
- G. Any notice, demand, or communication required or permitted to be given by any provision of this MOU shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the address which is set forth in this MOU, or to such other addresses and to the attention of such other person(s) or officer(s) as either party may designate by written notice. Except as otherwise provided herein, any such notice shall be deemed to be given three (3) business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

If to SMH: Sheridan Memorial Hospital  
1401 West 5th  
Sheridan, WY 82801  
Attn: CEO

If to COUNTY: Sheridan County Board of County Commissioners  
224 S. Main Street \_\_\_\_\_  
Sheridan, WY 82801  
Attn: Chair \_\_\_\_\_

- H. The waiver by a party of a breach of any provision of this MOU by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof by that party.

- I. Any provisions of this MOU creating obligations extending beyond the term of this MOU will survive the expiration or termination of this MOU, regardless of the reason for such termination.

IN WITNESS WHEREOF, the parties have duly executed this MOU on the day and year first above written.

Sheridan Memorial Hospital:

Sheridan County:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



# PUBLIC WORKS DEPARTMENT

ENGINEERING • PLANNING • ROAD & BRIDGE • BUILDING OFFICIAL  
224 South Main Street – Sheridan, Wyoming 82801 – Phone: 307-675-2420

## STAFF REPORT BOARD OF COUNTY COMMISSIONERS

**FILE NO.** V-24-006: Jones Lot Size Variance  
**APPLICANT:** David Jones  
**MTG. DATE:** December 17, 2024

### PROPOSAL:

David Jones has applied for a variance from the minimum lot area zoning standards that would permit reduction of an approximately 0.63-acre parcel to 0.61 acres in the (RR) Rural Residential District. The subject parcel is described as Lots 5 & 6, Block 2, Dowling’s Subdivision (1921) and is addressed 15 Pine Dale Avenue situated in the northwest portion of Story. Should the application be approved, 1,063 square feet would be conveyed to the approximately 0.54-acre parcel lying immediately to the west to accommodate a boundary line adjustment thereby increasing its area to 0.57 acres.

### SUBJECT ZONING STANDARDS:

- ✓ **Section 7. 2.** Providing that no lot area shall be reduced or diminished except in conformity with the regulations established for the district in which located.
- ✓ **Section 9 B. (2)** Establishing the minimum lot area per dwelling unit at 5 acres in the GPA<sup>1</sup> RR-Rural Residential District.

### APPLICATION BACKGROUND:

- The applicant wishes to retain ownership of a 0.61-acre area and convey a 1,063 square feet area to Steven & Deborah Warejcka’s 0.54-acre parcel (Lots 7 & 8) at 19 Pine Dale Avenue (Fig 1.)
- The apparent objective of the proposed variance is to rectify an encroachment issue associated with Warejcka’s water well situated on Jones property (Fig 2.)
- The subject lots were created prior to county adoption of zoning rules in 1985.

<sup>1</sup> Groundwater Protection Area  
BOCC Report  
Meeting Date: December 17, 2024

- No net new buildable parcels would be created as consequence of the variance nor by the proposed boundary line adjustment.
- No new construction is currently proposed.

**DEVELOPMENT CONTEXT:**

The general vicinity is characterized as a principally low-density residential area. There are an estimated 58 residences within ¼-mile of the subject parcel. Domestic water is obtained via individual wells. Sewage disposal in the vicinity is provided by private on-site systems. Adjacent Pine Dale Lane is a publicly dedicated, privately maintained road in good condition (Fig 3). Fire protection is provided through the Story Fire District. The closest non-applicant structure is reportedly 6.1 feet from the subject parcel (Warejcka). The proposed new boundary would rectify the noted well encroachment issue.

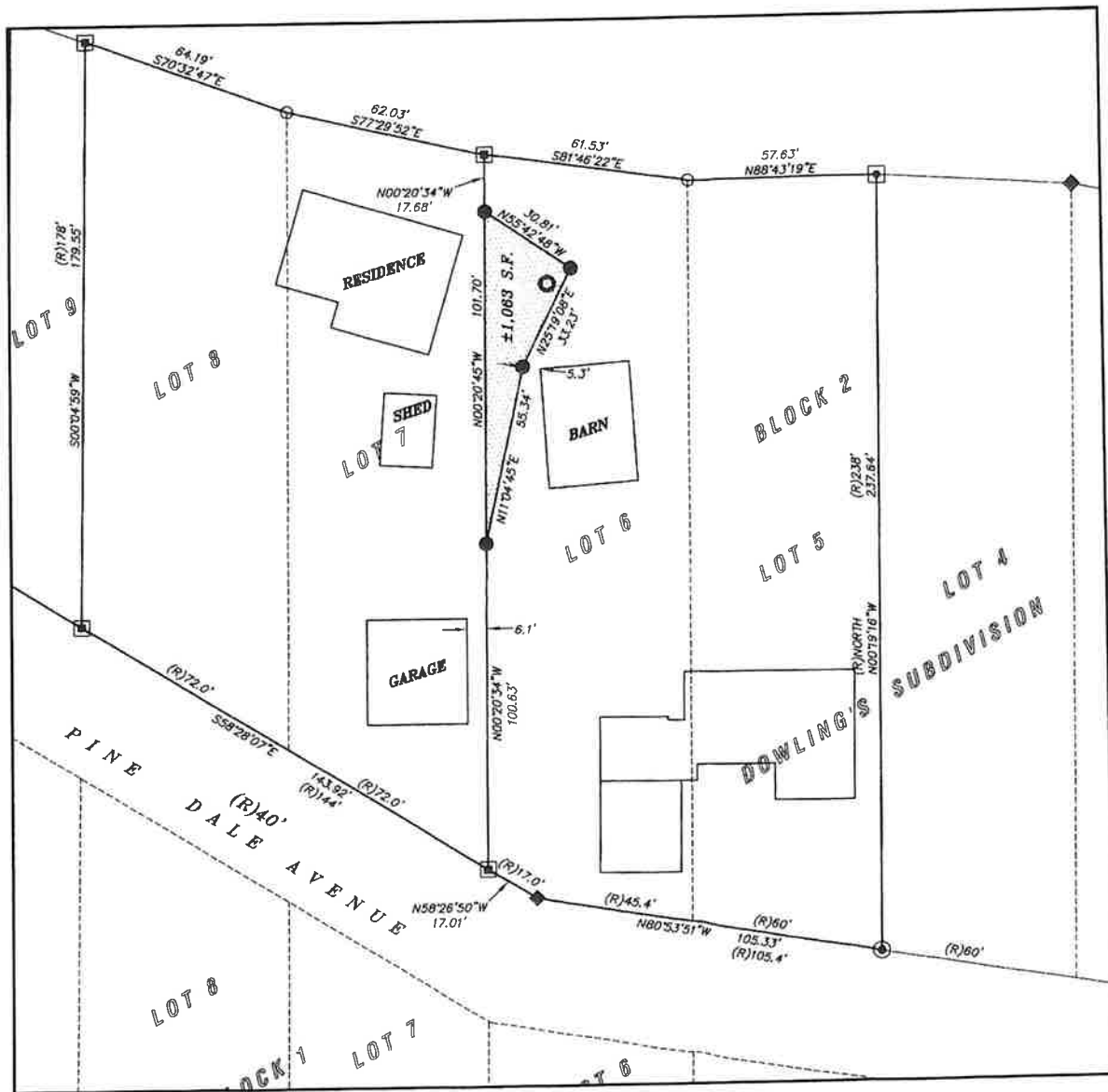


Fig 1 Proposed boundary line adjustment



Fig 2 Existing Warejcka well on Jones parcel (looking south between Lots 6 and 7)



Fig 3 Pine Dale Ave looking west (subject parcels on right)

## PLANNING & REGULATORY FRAMEWORK

- This site is identified as “Rural Residential” on the Future Land Use Plan. (*Sheridan County Comprehensive Plan, 2020*)
- Principally permitted uses of the RR-Rural Residential zoning district include primarily single-family dwellings and agricultural uses.
- Section 9 B. (2) of the Zoning Rules establishes the minimum lot area per dwelling unit at 5 acres.
- Minimum building setback (yard) requirements in the RR-Rural Residential district, are 25’ on the front, 20’ on the rear, and 5’ on the sides. If approved, the variance would not appear to compromise these requirements.
- While adjacent to a cutoff meander (ditch?) of North Piney Creek, no regulatory floodplains exist on this site.

## ANALYSIS:

### COMPREHENSIVE PLAN

The county’s Future Land Use Plan suggests agricultural and low-density residential uses for this area. The proposed reconfiguration of the subject parcels would not increase the area’s overall development density as a result of the proposed variance. The character of the “neighborhood” would therefore appear unaffected by the proposed reduction in lot area.

- Relevant *Land Use* goals and policies:

***Goal 1.7: The county will respect individual property rights, balanced with community health, safety, and welfare.***

***1.7 a: Balance property rights with community objectives.***

### DIVISION OF LAND REQUIREMENTS

In the event this application is approved, reconfiguration of the applicant’s parcels could proceed per provisions for “Boundary Line Adjustments” contained in the *Rules and Regulations Governing Division of Land in Sheridan County, Wyoming*. No subdivision permit would be required.

### SPECIAL CONDITIONS AND HARDSHIP

Section 29 of the Zoning Rules provides that variances, “...may be granted when special conditions and a literal enforcement of the regulation results in unnecessary hardship.” *Special conditions* are typically interpreted to mean unique or abnormal physical qualities associated with the land that in some manner limits its typical use. If, in the opinion of the commission the applicant’s cited special

conditions (i.e., "...to better service his (Warejcka) well...") produce an unnecessary hardship, then justification for the variance may exist. It is staff's position that the proposed boundary line adjustment would appear to better suit such needs and practical use of the land, and further, would not alter the character of the neighborhood.

#### STAFF CONCLUSION

- A. Staff believes that special conditions associated with this parcel do exist that are uniquely associated with this property.
- B. Adjustment of the boundary as proposed would not appear to result in other violations of the zoning standards.
- C. Should this application be approved, the following condition is recommended:

That proper documentation is provided to the county as per the *Rules and Regulations Governing Division of Land in Sheridan County, Wyoming* for the proposed boundary line adjustment.

#### PLANNING AND ZONING RECOMMENDATION:

On November 19, 2024, the Sheridan County Planning and Zoning Commission voted 5-0 to recommend **Approval** of Item V-24-006: Jones Lot Size Variance that would permit the reduction of an approximately 0.63-acre parcel to 0.61 acres in the (RR) Rural Residential District, with the following conditions:

- 1. That proper documentation is provided to the county as per the *Rules and Regulations Governing Division of Land in Sheridan County, Wyoming* for the proposed boundary line adjustment.
- 2. The well log statement of completion be sent to the Board of County Commissioners' if one exists. **(Satisfied)**

**STATE OF WYOMING**  
 OFFICE OF THE STATE ENGINEER  
 HERSCHLER BUILDING  
 CHEYENNE, WYOMING 82002

NOV 09 1994

**APPLICATION FOR PERMIT TO APPROPRIATE GROUND WATER**

FOR OFFICE USE ONLY

Temporary Filing No. U.W. 23-6-280

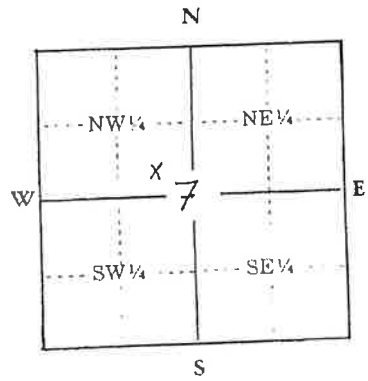
PERMIT NO. U.W. 95950  
 WATER DIVISION NO. 2 DISTRICT II  
 U.W. DISTRICT Sheridan Co.

NOTE: Do not fold this form. Use typewriter or print neatly with black ink.  
**ALL ITEMS MUST BE COMPLETED BEFORE APPLICATION IS ACCEPTABLE.**

NAME AND NUMBER OF WELL HILLS 1  
 1. Name of applicant(s) GORDON HILLS Phone: 683-2209  
 2. Address of applicant(s) Box 674 19 Pine Dale STARY WY Zip: 82842  
 3. Name & address of agent to receive correspondence and notices SAME

4. Use to which the water will be applied: Domestic  Stock Watering  Irrigation  Municipal   
 Industrial  Miscellaneous  (Describe completely and accurately)

5. Location of the well: (NOTE: Quarter-quarter (40-acre subdivision) **MUST** be shown. EXAMPLE: SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Sec. 12, Township 14 North, Range 68 West.)  
Sheridan County, SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Sec. 7  
53 N., R. 83 W. of the 6th P.M. (or W.R.M.), Wyoming. If located in a platted subdivision, also provide Lot 8, Block 2 of the Dawling Subdivision (or Add'n) of Sheridan Co.



Scale: 2" = 1 mile

Above diagram represents one full section. Locate well accurately in small square representing 40 ac.

6. Mark the well location on the section grid to the right. LOCATION SHOWN IN ITEM 5 MUST AGREE WITH GRID. If the proposed well is for irrigation use, sketch and label all irrigation ditches and canals, stream, reservoirs and other wells. Indicate the point of use or lands to be irrigated from other sources.  
 7. Estimated depth of the well is 80 feet.  
 8. MAXIMUM quantity of water to be developed and beneficially used: 72 gallons per minute. NOTE: If for domestic or stock use, this application will be processed for a maximum of 25 gallons per minute. SPRINGS: Only springs flowing 25 gallons per minute or less, where the proposed use is domestic or stockwatering, will be considered as ground water appropriations. After approval of this application, some type of artificial diversion must be constructed to qualify for a water right.  
 9. If use is not irrigation, mark the point(s) or area(s) of use in the tabulation below.  
 10. If for irrigation use:  
 a. Describe MAXIMUM acreage to be irrigated in each 40 acre subdivision in the tabulation below.  
 b.  Land will be irrigated from this well only.  
 c.  Land is irrigated from existing water right(s) with water from this well to be additional supply. Describe existing water right(s) under REMARKS.

Township	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
<u>53N</u>	<u>83W</u>	<u>7</u>																	

Lots 7 & 8 of Blk 2, Dawling Sub.

11. If for irrigation use, describe method of irrigation, i.e. center pivot sprinkler, flood, etc.



12. The well is to be constructed on lands owned by CORONADO HILLS  
 (The granting of a permit does not constitute the granting of right of way. If any easement or right of way is necessary in connection with this application, it should be understood that the responsibility is the applicant's. A copy of the agreement should accompany this application, if the land is privately owned and the owner is not a co-applicant.)
13. The water is to be used on lands owned by CORONADO HILLS  
 (If landowner is not the applicant, a copy of the agreement relating to usage of appropriated water on the land should be submitted to this office. If the landowner is included as a co-applicant on the application, this procedure need not be followed.)

REMARKS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Under penalties of perjury, I declare that I have examined this application and to the best of my knowledge and belief it is true, correct and complete.

[Signature] Signature of Applicant or Authorized Agent      13 JUN Date, 1994

**THE LEGALLY REQUIRED FILING FEE MUST ACCOMPANY THIS APPLICATION**

DOMESTIC AND/OR STOCK WATERING USES (Domestic use is defined as a single-family dwelling and the watering of lawns and gardens not exceeding one (1) acre)	\$ FEE \$25.00
IRRIGATION, MUNICIPAL, INDUSTRIAL, MISCELLANEOUS	\$25.00
MONITOR (For water level measurements or chemical quality sampling)	NO FEE
IF WELL WILL SERVE MULTIPLE USES, SUBMIT ONLY ONE (THE HIGHER) FILING FEE.	

**THIS SECTION IS NOT TO BE FILLED IN BY APPLICANT**

THE STATE OF WYOMING )  
 ) ss.  
 STATE ENGINEER'S OFFICE )  
 This instrument was received and filed for record on the 15th day of June, A. D. 1994, at 9:30 o'clock A. M.  
 Permit No. U.W. 95950

[Signature]  
 for State Engineer

THIS IS TO CERTIFY that I have examined the foregoing application and do hereby grant the same subject to the following limitations and conditions:

This application is approved subject to the condition that the proposed use shall not interfere with any existing rights to ground water from the same source of supply and is subject to regulation and correlation with surface water rights, if the ground and surface waters are interconnected. The use of water hereunder is subject to the further provisions of Chapter 169, Session Laws of Wyoming, 1957, and any subsequent amendments thereto.

Granting of a permit does not guarantee the right to have the water level or artesian pressure in the well maintained at any specific level. The well should be constructed to a depth adequate to allow for the maximum development and beneficial use of ground water in the source of supply.

If the well is a flowing artesian well, it shall be so constructed and equipped that the flow may be shut off when not in use, without loss of water into surface formations or at the surface.

Approval of this application may be considered as authorization to proceed with construction of the proposed well.  
 Construction of well will begin within one (1) year from date of approval. A Statement of Completion will be filed within thirty (30) days of completion of construction, including pump installation.  
 Completion of construction and completion of the beneficial use of water for the purposes specified in Item 4 of this application will be made by December 31, 1995.

The amount of appropriation shall be limited to the quantity to which permittee is entitled as determined at time of proof of application of water to beneficial use.

Witness my hand this 7th day of July, A.D. 1994  
[Signature]  
 State Engineer

September 12, 1994 - Notice of Commencement on June 02, 1994 received.

September 12, 1994- Statement of Completion on September 02, 1994 received.  
 Beneficial use assumed as of date of completion.

**SHERIDAN COUNTY, WYOMING**  
**VARIANCE APPLICATION**  
**\$475.00 NON-REFUNDABLE FEE**

A variance is a county-approved relaxation of requirements specified in the *Rules and Regulations Governing Zoning* (such as minimum lot area or yard requirements.) Applicants are expected to articulate and demonstrate the unique, pre-existing circumstance(s) that prevent compliance with the standard county-enforced regulation. Such circumstances may include, but are not limited to, exceptional topographic conditions, narrowness of a lot, natural/man-made hazards, or unusual shape of site.

In order to be scheduled for consideration by the Planning & Zoning Commission, the following items must be submitted at least 40 days prior to scheduled monthly meetings:

- 1) Completed application form w/ \$475.00 non-refundable fee
- 2) A list of all property owners and their mailing addresses within one-half (1/2) mile if applicant's site is within an A-Agricultural District, or within five hundred (500) feet if in any other zoning district. List cannot be over 30 days old. (Upon request, Sheridan County can prepare this list for a \$25 fee.)
- 3) Stamped (not metered), pre-addressed business-sized envelope for each property owner on the above list using Sheridan County Public Works as the return address.
- 4) Scaled site plan showing the physical property conditions that owners are requesting a variance from. The plan should show property lines, existing/proposed structures, roads, streams, floodplains, steep slopes, wells, easements, septic systems, etc.
- 5) Proof of Ownership - Recorded Deed, etc. (If a Company/Trust/LLC, include documentation of authorized responsible party.)
- 6) The following items must be addressed by the applicant:
  - What special conditions exist on your property?
  - What specific zoning requirements do you want varied?
  - Is your proposed use otherwise permitted in this zoning district?
  - If this regulation were enforced, what hardship would result
  - How is this variance not contrary to the public welfare?

Contact information for all property owners must be provided. All property owners of record must sign application.

Owner's name(s): David I. Jones  
Owner's Mailing Address: PO BOX 326  
City Story State WY Zip 82842  
Phone number: 480-390-6105 Cell phone \_\_\_\_\_

**Subject Property:**

Legal Description (Quarter, Quarter, Section, Township, Range, or Subdivision Name and Lot) :  
DOWLING'S SUBDIVISION BLOCK 2 LOTS 5 & 6

Property address: 15 PINE DALE AVE

Zoning District: RR Size of parcel/lot 0.63 acres

Access Roads (public road): PINE DALE AVE

What special conditions exist on your property? There is a well on 15 Pine Dale Ave that is owned by 19 Pine Dale Ave and the owner of 19 Pine Dale Ave wish to have more than a walking easement in order to better service his well

What specific zoning requirement do you want varied? The acreage restrictions for Rural Residential

Is your proposed use otherwise permitted in this zoning district? Yes  No

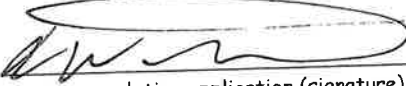
If this regulation were enforced, what hardship would result? Steve Warejcka may not be able to service his well at a later date if it should develop problems.

How is this variance not contrary to the public welfare? The well is already existing, all that this variance is trying to do is change the boundary to incorporate the well into Steve Warejcka land and allow him access with maintenance vehicles to the wellhead. We are not adding or subtracting from the current number of lots in the area.

→ Please attach any additional supporting information ←

*In submitting this application, you are consenting to allow Sheridan County Public Works staff access to your property for review and inspection purposes relative to this application.*

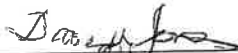
Nathan Sturtevant  
Person completing application (print name)

  
Person completing application (signature)

Owner's  
Signature:

Print name \_\_\_\_\_ Date \_\_\_\_\_

Owner's  
Signature:



Print name David I Jones  
Cameron Peacock

Date 8-31-24

To submit application please schedule a meeting with the Sheridan County Public Works Department

**SHERIDAN COUNTY, WYOMING**  
**VARIANCE APPLICATION**  
**\$475.00 NON-REFUNDABLE FEE**

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- 4) Scaled site plan showing the physical property conditions that owners are requesting a variance from. The plan should show property lines, existing/proposed structures, roads, streams, floodplains, steep slopes, wells, easements, septic systems, etc.
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- 6) The following items must be addressed by the applicant:
  - What special conditions exist on your property?
  - What specific zoning requirements do you want varied?
  - Is your proposed use otherwise permitted in this zoning district?
  - If this regulation were enforced, what hardship would result
  - How is this variance not contrary to the public welfare?

**Contact information for all property owners must be provided. All property owners of record must sign application.**

Owner's name(s): PEACOCK, MARK CAMERON & PATRICIA ANN JONES, (Jones heir apparent)  
Owner's Mailing Address: PO BOX 326  
City Story State WY Zip 82842

Phone number: \_\_\_\_\_ Cell phone \_\_\_\_\_

**Subject Property:**

Legal Description (Quarter, Quarter, Section, Township, Range, or Subdivision Name and Lot) :  
DOWLING'S SUBDIVISION BLOCK 2 LOTS 5 & 6

Property address: 15 PINE DALE AVE

Zoning District: RR Size of parcel/lot 0.63 acres

Access Roads (public road): PINE DALE AVE

What special conditions exist on your property? There is a well on 15 Pine Dale Ave that is owned by 19 Pine Dale Ave and the owner of 19 Pine Dale Ave wish to have more than a walking easement in order to better service his well

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→ Please attach any additional supporting information ←

*In submitting this application, you are consenting to allow Sheridan County Public Works staff access to your property for review and inspection purposes relative to this application.*

Nathan Sturtevant

Person completing application (print name)

Person completing application (signature)

Owner's  
Signature:



Print name Mark Cameron Peacock

Date

Oct 31 2024

Owner's  
Signature:



Print name Patrica Ann Jones  
Jones heir-apparent

Date

Oct 31 2024

To submit application please schedule a meeting with the Sheridan County Public Works Department



LOCATION MAP:  
NO TRUE SCALE

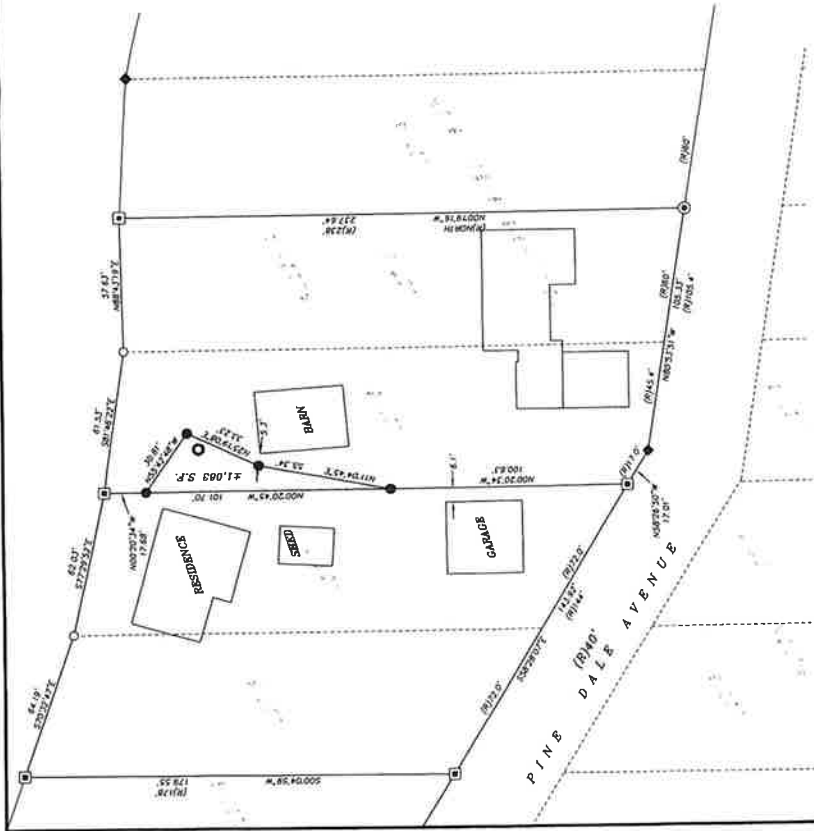


SCALE: 1" = 30'  
DISTANCES ARE GIVEN IN FEET  
DISTANCES ARE SURFACE  
BAR SCALE



(U.S. SURVEY FEET)  
1 inch = 30 feet

DATUM:  
AND SURVEIL MADE BY THE SURVEYOR  
AND SURVEIL MADE BY THE SURVEYOR  
DATE SURFACE COORDINATES BY DATUM TO CALCULATE  
THE SURFACE COORDINATES AT THE  
EAST CENTRAL ZONE COORDINATES



NOTE: THIS SURVEY IS A PARTIALLY  
LOCATED ON LOT 8, THIS VARIANCE WILL ALLOW THE  
OWNER OF LOT 8 TO BUILD A GARAGE ON THE  
EAST SIDE OF LOT 8, AS WELL AS WITHOUT HAVING TO  
OCCUPY THE CORNER OF LOT 8, 8, 8

- LEGEND:
- FOUND 2-1/2" ALUMINUM CAP UNKNOWN PLS 124
  - FOUND 1-1/2" ALUMINUM CAP UNKNOWN PLS 124
  - FOUND ALUMINUM CAP PER PLS 124
  - FOUND 1-1/2" ALUMINUM CAP PER PLS 124
  - CALCULATED: NOTHING FOUND/ANCHOR SET
  - RECORD
  - PROPERTY LINE
  - 1/4" LOT LINE
  - WELL
  - AREA FOR WHICH A VARIANCE IS REQUESTED

SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Wyoming, do hereby certify that the foregoing is a true and correct copy of the original survey plat as the same appears in my office.



STATE OF WYOMING  
COUNTY OF SHERIDAN

DATE OF SURVEY: 08/27/2004

# RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT & VARIANCE

SURVEY OF LOTS 5, 7, 8 & 9, BLOCK 2, DARLINGS ADDITION,  
SHERIDAN COUNTY, WYOMING

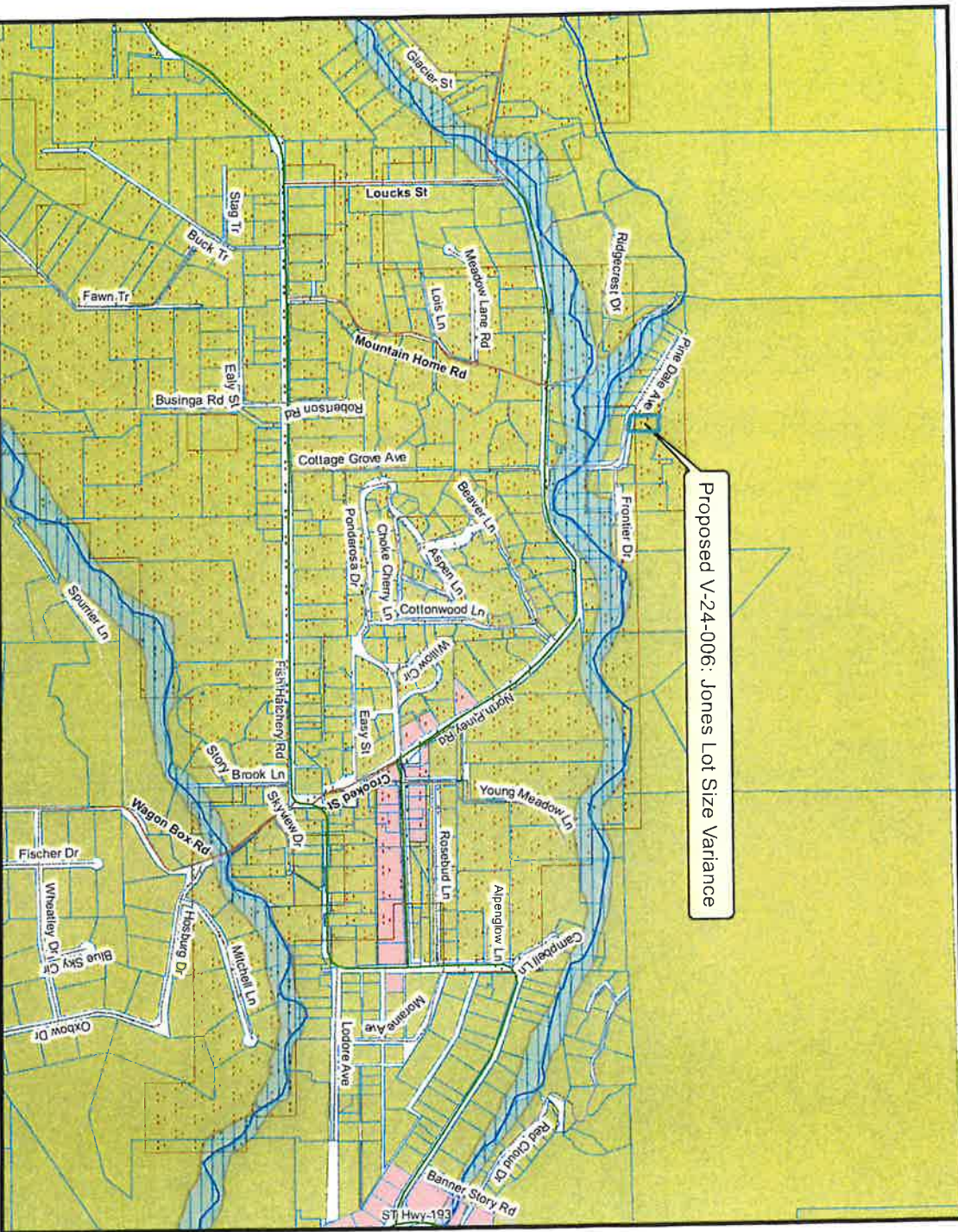
CLIENT: STEADY STATE CO  
STREET: WY 8242

555 N. BURNETT ST.  
SHERIDAN, WY 82801



08/27/2004  
08/27/2004

# Proposed V-24-006: Jones Lot Size Variance



Proposed V-24-006: Jones Lot Size Variance

### Legend

- WYOMING STATE HIGHWAY
- COUNTY ROAD
- PUBLIC ROAD
- PRIVATE ROAD
- COUNTY ROAD ROW
- Major Rivers/Streams**
- Major Rivers/Streams
- Flood Hazard Areas**
- FLD\_ZONE\_ZONE\_SUBTY A
- Groundwater Protection Area
- Zoning**
- Agricultural
- Commercial 2
- Rural Residential

This is a request from David Jones for a variance from the minimum lot area zoning standards for a parcel described as Lots 5 & 6, Block 2, Dowling's Subdivision. The request would permit the reduction of an approximately 0.63-acre parcel to 0.61 acres. This parcel is located in the (RR) Rural Residential District. The variance would allow for the applicant to proceed with a Boundary Line Adjustment. The parcel has a physical address of 15 Pine Date Avenue, and the parcel is accessed off of Pine Date Avenue.

This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

**FISCAL YEAR (FY) 2025  
 CONGESTION MITIGATION AIR QUALITY PROGRAM  
 SUBRECIPIENT AGREEMENT  
 BETWEEN THE  
 WYOMING DEPARTMENT OF TRANSPORTATION, LOCAL GOVERNMENT  
 COORDINATION OFFICE  
 AND  
 SHERIDAN COUNTY**

<b>Federal Award Information - Required by 2 CFR § 200.332</b>	
<b>Subrecipient Name:</b> Sheridan County	<b>Subrecipient Unique Entity Identifier (UEI):</b> H2JQJKZU65E8
<b>Federal Award Identification Number (FAIN):</b> To be provided via agreement update letter	<b>Federal Award Date:</b> To be provided via agreement update letter
<b>Period of Performance Start and End Date:</b> Term Start Date through December 31, 2027	<b>Budget Period Start and End Date:</b> Term Start Date through September 30, 2027
<b>Federal Funds Obligated:</b> \$225,697.00	<b>Total Federal Award to Subrecipient:</b> \$225,697.00
<b>Total Federal Award:</b> \$282,121.00	
<b>Awarding Federal Agency:</b> Federal Highway Administration	<b>Federal Highway Administration:</b> Wyoming Division Office <b>Telephone:</b> (307) 772-2101 <b>Email:</b> <a href="mailto:HDAWY@dot.gov">HDAWY@dot.gov</a>
<b>Pass-through Agency:</b> Wyoming Department of Transportation (WYDOT)	<b>WYDOT Program Mgr.:</b> Samuel Brackett <b>Telephone:</b> (307) 777-4179 <b>Email:</b> samuel.brackett@wyo.gov
<b>Subrecipient Contact:</b> Ken Muller <b>Phone:</b> (307) 674-2920 <b>Email:</b> kmuller@sheridancountywy.gov	<b>WYDOT Contact for Confirmation of Funds:</b> <b>Telephone:</b> (307) 777-4434 <b>Email:</b> <a href="mailto:dotrevenue@wyo.gov">dotrevenue@wyo.gov</a>
<b>Assistance Listing No.:</b> 20.205	<b>Assistance Listing Title:</b> Highway Planning and Construction
<b>Research and Development:</b> No	<b>Indirect Cost Rate (ICAP):</b> N/A
<b>Project Name:</b> FY25 Dust Suppression	<b>Subrecipient County:</b> Sheridan County
<b>Agreement No.:</b> CM25409	<b>Project No.:</b> CM25409

- Parties.** The parties to this Subrecipient Agreement (Agreement) are the Wyoming Department of Transportation, Local Government Coordination Office (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and Sheridan County (Subrecipient), whose address is: 224 South Main Street, Sheridan, Wyoming 82801.



2. **Purpose.** The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Subrecipient and WYDOT in the administration of the subaward of Federal financial assistance from WYDOT to the Subrecipient for the Wyoming Congestion Mitigation Air Quality Program (Project).
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from January 1, 2025, or the Effective Date, whichever is later (Term Start Date), through December 31, 2027. The Budget Period is from the Term Start Date through September 30, 2027. The Period of Performance is from the Term Start Date through December 31, 2027, and shall allow ninety (90) days for Project closeout beyond completion of the Responsibilities of the Project. No work shall commence prior to receipt of a Notice to Proceed.
4. **Project Funding.**
  - A. The Project has a total estimated cost of two hundred eighty-two thousand, one hundred twenty-one dollars (\$282,121.00) (including local cost share). Federal funding for this Project shall not exceed two hundred twenty-five thousand, six hundred ninety-seven dollars (\$225,697.00). In accordance with WYDOT's policies, a program cost share requirement of eighty percent (80%) Federal share and twenty percent (20%) local share of the Project costs shall apply. Project costs exceeding the total estimated Project costs shall be borne by the Subrecipient.

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 at an eighty percent/twenty percent (80%/20%) cost share ratio and must remain within the total Project cost.

- B. Congestion Mitigation Air Quality 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 Local Government Coordination (LGC) Office on the Local Public Agency (LPA) Cost Reimbursement Form that will be supplied to the Subrecipient. Reimbursement requests must 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.

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.

- C. WYDOT will accept reimbursement requests on a monthly basis. Requests must be submitted at least once every three (3) months in order for the Project to remain active. Failure to submit reimbursement requests may be considered Project Abandonment and result in the loss of Federal funding. 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. WYDOT will make payment to the Subrecipient within forty-five (45) days of receipt of a complete and approved reimbursement request. The final reimbursement request must be accompanied by the Project's Final Acceptance Certificate.
- D. 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.fsrs.gov](http://www.fsrs.gov). The law requires the Subrecipient to provide its UEI number to WYDOT. This requirement means the Subrecipient must register with [www.sam.gov](http://www.sam.gov) to be assigned a UEI number. Instructions for this process can be found at [www.sam.gov](http://www.sam.gov). Additional information regarding this Act may be found at [www.fsrs.gov](http://www.fsrs.gov).
- E. **Cost Share.** The Subrecipient may elect to use land, either wholly owned or donated, to satisfy all or part of its cost share obligation for the Project. To qualify, the land must become part of the Project.
- (i) If the land is to be donated to the Subrecipient by a third party, the donation must:
    - (a) Take place after execution of this Agreement;
    - (b) Be from a private donor; and
    - (c) Be for exclusive use of the Project described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference.
  - (ii) The land value used to offset the cost share may not exceed the twenty percent (20%) cost share 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.
  - (iii) **Public Interest Finding.** The Subrecipient must make a finding in the public interest in order to use Force Account Work (materials and/or labor) as all or a portion of its local cost share. Requests for Force Account Work shall be evaluated in accordance with 23 CFR 635 Subpart B. Prior to the use of Force Account Work, the Subrecipient must complete a public interest

finding (PIF) on WYDOT Form LGC-PIF, which will be provided to the Subrecipient. WYDOT Form LGC-PIF must be submitted by the Subrecipient for approval by WYDOT's LGC Office. PIFs cannot exceed fifty thousand dollars (\$50,000.00).

5. **Responsibilities of the Subrecipient.** The Subrecipient shall:

- A. **Project Scope.** The Subrecipient shall undertake and complete the Project as described in Attachment A, Project Description, Attachment B, Proposed Roadways & Map, and Attachment D, Project Modification Letter, which are attached to and incorporated into this Agreement by this reference. The Subrecipient shall commence and complete the Project in a professional, economical, and efficient manner.

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 be considered Project abandonment.

- B. Complete all administrative requirements, including employing at least one (1) LPA Certified staff member.
- C. **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 are reimbursable in accordance with Section 4 above.
- D. **Design Review and Approval and Consultant Selection.**
- (i) 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.
  - (ii) The consultant selection process must be based on qualifications, using WYDOT's help, if needed. The selection process shall comply with the Brooks Act, 40 U.S.C. 1101 *et seq.*, with guidance included in WYDOT Operating Policy 40-1.

- (iii) An appropriate level of environmental, historical, and/or review and mitigation statement in accordance with the Transportation Act § 4(f) shall be submitted to WYDOT's LGC Office. A Categorical Exclusion issued by the FHWA, 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.
- (iv) WYDOT's LGC Office must authorize and receive a copy of such plans and Project Contract Documents prior to the Subrecipient proceeding with construction bidding, contracting, or other construction authorization under this Agreement. Contract procedures shall be compliant with 23 CFR 635 Subpart A.

- E. **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, contracts or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. Once this analysis is completed, the Subrecipient shall make a 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.
- F. Submit Plans, Specifications and Estimates (PS&E) and bid documents to WYDOT's Local Government Coordination (LGC) Office for review and concurrence prior to Project advertisement.
- G. Submit bid tabulations to WYDOT's LGC Office for review and concurrence prior to awarding the Project.
- H. Monitor Project progress and submit reimbursement requests to WYDOT in accordance with Section 4 above.
- 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 percent [10%]), 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. The Subrecipient shall complete the WYDOT Final Acceptance Certificate, which shall accompany the final reimbursement payment request.

- J. **Project Maintenance.** Upon completion of the Project, the Subrecipient shall maintain, at its sole expense, all features constructed under this Agreement. Maintenance shall include all repairs necessary to keep the improvements in their functional construction condition. 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 re-construction or maintenance activity that impacts the encroachment in accordance with Subrecipient's encroachment permit.
- K. **Records Retention.** The Subrecipient shall keep records and audit reports on file for three (3) years after the Project is complete.
- L. **Right-of-Way and Utilities.** The Subrecipient is responsible for right-of-way and utility clearance. Prior to Project bidding, the Subrecipient must submit a completed Right-of-Way and Utility Certificate to WYDOT's LGC Office, if applicable, indicating clearance of right-of-way and utilities for the Project. 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.

6. **Responsibilities of WYDOT.** WYDOT will:

- A. Reimburse the Subrecipient in accordance with Section 4 above.
- B. Assist the Subrecipient with the consultant selection process.
- C. Review the Subrecipient's PS&E and bid documents for compliance prior to advertisement.
- D. Review bid tabulations prior to the Subrecipient awarding the Project.
- E. Provide ongoing support through construction, including possible site inspections and reimbursement processing.
- F. Ensure Project completion and acceptance, and process final reimbursement.

7. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. 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. **Federal and State Required Contract Provisions.** 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 with 23 CFR 771, to include mitigation assessment where required.
  - (ii) **National Historic Preservation Act (106 process).** 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, iron products, manufactured products, and construction materials associated with this Project, when specified in accordance with the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, § 11513 and § 70911, *et seq.*
  - (v) **Disadvantage Business Enterprises (DBE).** DBE efforts shall be included in the Project file, using the Form "E-91-DBE" to document the bid solicitation and to assure that the action taken is in compliance with this request. Written proof of compliance must be available when requested.
  - (vi) **Required Federal Contract Provisions.** Provisions in Attachment C, Form FHWA-1273, which is 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. Requires contractor and subcontractor to certify that they are not suspended, debarred, or ineligible from entering into contracts with any federal entity, state agency, or local body.
- (viii) Manual on Uniform Traffic Control Devices (MUTCD). Signing and pavement striping of public roads must meet MUTCD criteria. Projects that 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 be 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 on certain telecommunications and video surveillance equipment or services. 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.

(xiv) Wyoming Preference for Labor. The Subrecipient shall comply with the Wyoming Preference Act of 1971 (Wyo. Stat. § 16-6-201, *et seq.*).

**E. 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.

**F. Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, 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.

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. Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its 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. Subrecipient and subcontractors may also be required to submit an additional



certification statement and disclosure form acceptable to the WYDOT before commencement of the work.

- H. 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.
- I. Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by 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 Agreement related work.
- J. 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.
- K. 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.
- L. Prohibited Interest.** No member, officer, or employee of the Subrecipient during their tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- M. Project Abandonment.** Should the Subrecipient abandon the Project at any time 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.
- N. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under

this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.

**O. Restrictions, Prohibitions, Controls and Labor Provisions.**

- (i) Equal Employment Opportunity. In connection with carrying out 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) DBE Requirements.
  - (a) Policy. It is the policy of WYDOT that DBEs, defined as minority business enterprises and women-owned 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 agrees to ensure that DBEs 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 DBEs 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 United States 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 ADA.

**P. Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed

for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify 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.

- Q. Administration of Federal Funds.** 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.
- R. Copyright License and Patent Rights.** 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 Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- S. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit report to 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.
- T. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- U. Program Income.** 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.

- V. **Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, WYDOT may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and WYDOT under this Agreement, at law, or in equity.

8. **General Provisions.**

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

- E. Availability of Funds.** Each payment obligation of the 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 the WYDOT at the end of the period for which the funds are available. The 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 the WYDOT in the event this provision is exercised, and the 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 Agreements.** The WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the 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 eighteen (18) pages; Attachment A, Project Description, consisting of three (3) pages; Attachment B, Proposed Roadways & Maps, consisting of six (6) pages; Attachment C, Form FHWA-1273, consisting of fourteen (14) pages; Attachment D, Project Modification Letter, consisting of two (2) pages; and the Federal Contract Provisions, represent the entire and integrated Agreement between the parties and shall 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 the 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 the WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or the WYDOT. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Ownership and Return of Documents and Information.** The 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 the 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.

- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its 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.
- R. 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).
- S. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the 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.
- U. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. Termination of Agreement.** This Agreement may be terminated, without cause, by the WYDOT upon thirty (30) days written notice. This Agreement may be terminated by the WYDOT immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.

- W. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- AA. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the WYDOT.
- BB. Insurance Requirements.** The Subrecipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the WYDOT.

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



9. **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:**

\_\_\_\_\_  
Caitlin Casner, Secretary  
Transportation Commission of Wyoming

**WYOMING DEPARTMENT OF  
TRANSPORTATION:**

\_\_\_\_\_  
Keith R. Fulton, P.E., Assistant Chief  
Engineer, Engineering and Planning

\_\_\_\_\_  
Date

**ATTEST:**


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Nick Siddle, Commission Chairman

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date

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

  
Madison Barber, Assistant Attorney General  
Date agreement prepared: 10/31/24

11.25.24  
Date



**BOARD OF COUNTY COMMISSIONERS**  
CHRISTI HASWELL • TOM RINGLEY • NICK SIDDLE • HOLLY JENNINGS • LONNIE WRIGHT

**MEMORANDUM**

**TO:** Commissioners  
**FROM:** Cameron Duff  
**DATE:** December 11, 2024  
**SUBJECT:** Little Big Horn Canyon Fuels Mitigation Project Bids

Commissioners,

The County solicited bids for work on the Little Big Horn Canyon Fuels Mitigation Project. A total of 4 companies attended the mandatory pre-bid meeting and those same 4 companies submitted bids.

**Results:**

- CTC Disaster Response - \$68,613.20 (Kansas)
- DeFord Timber Services - \$71,565.00 (Wyoming)
- Juan Flores - \$119,698.22 (Wyoming)
- JL Sons Logging - \$170,515.00 (Wyoming)

If you provide a 5% bid preference for a Wyoming based contractor, the award could go to DeFord Timber Services out of Otto, Wyoming as their bid was within 4.3% of the lowest bid which was from CTC Disaster Response out of Topeka, Kansas. However, DeFord Timber Services placed a restriction on their bid that if it snows more than 14", then they might want to either extend the contract date or renegotiate the value of their bid. No other restrictions have been identified from the other contractors.

All of the contractors meet the minimum requirements of the project as outlined in the bid documents. The original contract amount from the Wyoming Forestry Division for the project was not to exceed \$267,060. Recommendation to award the contract can go either to CTC Disaster Response in the amount of \$68,613.20 or to DeFord Timber Services in the amount of \$71,565.00. Please let me know if you have any questions.

Thank you,

Cameron



## INVITATION TO BID

Notice is hereby given that Sheridan County is inviting "Qualified" General Contractors to submit a sealed bid for furnishing labor, materials and equipment required to complete a 50.9-acre Little Big Horn Canyon Fuels Treatment Project. Project includes thinning trees below 10" DBH, masticating, or cutting and piling understory brush, slash, and dead down woody materials, with option to remove cut Forest Products. Project can be accessed via Little Big Horn Canyon Road. Work is to be completed within one hundred and seventy-five days (150) from December 16, 2024 through May 15, 2025. A **Mandatory** pre-bid meeting and mandatory site visit will be held starting at 10:00 a.m., November 22, 2024, at the state line on Little Big Horn Canyon Road. Little Big Horn Canyon Road is rough and rocky, it is suggested that participants come prepared with transportation that will facilitate timely access to this unit.

Contract Documents can be picked up in the office of the Sheridan County Commissioners, second floor, Courthouse addition, between 8:00 AM and 5:00 PM. To receive contract documents via e-mail, or mail call Cameron Duff 307-675-2910 or email at [cduff@sheridancountywy.gov](mailto:cduff@sheridancountywy.gov). Sealed bids marked "Little Big Horn Canyon Fuels Treatment Project" will be accepted at County Commissioners' Office, 224 S. Main Street, Suite B-1, Sheridan, Wyoming 82801 until 2:00 PM December 3, 2024. At that time bids will be opened in the Public Meeting Room, 2<sup>nd</sup> floor, Courthouse addition. Sheridan County reserves that right to reject any and all bids and to waive any irregularities and informalities in the bid submittal and evaluation process. The bidder will be required to comply with all applicable federal, state, and local laws, and regulations.

BY ORDER OF THE BOARD  
SHERIDAN COUNTY COMMISSIONERS  
NICK SIDDLE, COMMISSION CHAIRMAN

**AGREEMENT BETWEEN THE COUNTY OF SHERIDAN, WYOMING  
AND DEFORD TIMBER SERVICES, LLC  
FOR THE LITTLE BIGHORN CANYON FUELS TREATMENT PROJECT**

1. **PARTIES**

The parties to this Agreement are The County of Sheridan, a political subdivision of the State of Wyoming, ("County") and DEFORD TIMBER SERVICES, LLC (hereinafter "Contractor").

2. **PURPOSE**

The purpose of this Contract is to furnishing labor, materials and equipment required to complete a 50.9-acre Little Bighorn Canyon Fuels Treatment Project. Project includes cutting, removing, masticating, chipping, piling understory, brush, and clean-up of dead down woody materials, and cutting of trees.

3. **TERM**

This Contract is for a term of one hundred and fifty (150) consecutive days from December 18, 2024, through May 17, 2025., unless sooner terminated in accordance with the provisions herein.

4. **CONTRACT PRICE, PAYMENT AND DOCUMENTS**

- a. County agrees to pay Contractor for completion of the project a Not-To-Exceed total of seventy one thousand five hundred sixty five dollars and zero cents (\$71,565.00) upon receipt of Contractor Invoice. Partial payments for completed unit or as agreed to in writing are permitted.
- b. Any Forest Products harvested from the unit making up this project shall become the property of the contractor and may be removed from the project area, except for pine firewood in units 9,10,11.
- c. Contractor invoices are to be billed monthly and due on the 20<sup>th</sup> day of each month and payable upon receipt by County at subsequent month-end warrant run. Amounts unpaid 30 days after receipt shall bear interest from the date of receipt by County at the rate of 1% per month, or in the absence thereof, at the legal rate prevailing in Wyoming.
- d. The Contract Documents consist of the following:
  - i. Advertisement for Bids
  - ii. This Agreement
  - iii. Project Maps (3), Vicinity Maps (2) (Exhibit A)
  - iv. Contractor's executed Bid Form, (Exhibit B)
  - v. Project Unit Specifications, (Exhibit C)
  - vi. Insurance: The Contractor shall purchase and maintain in a company or companies lawfully authorized to do business in the state of Wyoming with an A.M. Best Rating of A or better, such insurance as will protect it from the claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents and for which Contractor may be legally liable, whether such operations be by itself or by any subcontractor, supplier, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:
    1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work;
    2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease or death of any person other than Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained: (1) by any person, as a result of an offense directly or indirectly related to the employment of such person by Contractor; or (2) by another person;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, or death of a person or property damage arising out of the ownership, maintenance, or use of any motor vehicle; and
7. claims involving contractual liability insurance applicable to Contractor's indemnification obligations as set forth elsewhere in the Contract Documents.
8. The Contractor shall pay any and all premiums and other applicable payments in order that all workers shall be afforded coverage under Wyoming Worker's Compensation law. The Contractor shall require all subcontractors to provide the same coverage under the Wyoming Statutes.
9. The Contractor shall provide his own insurance for tools and equipment located at the job site.

The Contractor's Commercial General Liability Insurance shall include premises – operations (including explosion, collapse, and underground coverage), elevators, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.

All general and automobile liability policies shall include County as an insured.

The foregoing liability insurance coverages shall be in the minimum amounts as set forth in the Project Manual except that the commercial general liability and automobile liability coverages shall be in the minimum amount of \$1,000,000 each. By requiring the minimum insurance coverages, County shall not be deemed in any way to limit any of the other obligations or liability of Contractor.

All of Contractor's liability coverage shall be deemed primary insurance to any similar insurance Owner may obtain for its own benefit, which shall be excess or secondary but not contributing insurance.

Such insurance shall not be written for amounts less than the following by Insurance Companies acceptable to the County.

1. Workmen's compensation as required by all applicable Federal, State, or other laws including Employer's Liability with a limit of at least: \$500,000
2. Comprehensive General Liability all on the occurrence basis including: Contractors Liability, County's and Contractors Protection, Completed Operations (kept in force for at least two years after date of final completion),

Products Liability, Broad Form Property Damage, Remove XCU exclusions (explosion, collapse, underground property, damage), Personal Injury Liability

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

Bodily Injury:	
Each Person	\$1,000,000
Each Occurrence	\$1,000,000

Property Damage:	
Each Accident	\$ 500,000
Aggregate	\$ 500,000

Or combined single limit of: \$1,000,000

3. Combination of underlying Comprehensive Liability for lesser limits with remaining limits provided by an Excess or Umbrella Liability

4. Comprehensive Automobile Liability including non-ownership and hired car coverage as well as owned vehicles:

Bodily Injury:

Each Person	\$1,000,000
Each Occurrence	\$1,000,000

Property Damage:

Each Occurrence	\$ 500,000
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Or combined single limit of: \$1,000,000

vii. The following may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

1. Notice of Award
2. Notice to Proceed

5. **RESPONSIBILITIES OF CONTRACTOR**

- a. Contractor shall provide Contractual services for the project. Services shall be performed in a manner consistent with professional skill and care (see project description and prescription (Exhibit C).
- b. Contractor will adhere to the removal and clean-up of materials described in Exhibit C.
- c. Reclamation – Any surface areas with deep rutting (2 inches) or significant disturbances resulting from Contractor's use of heavy equipment shall be reclaimed at Contractor's expense.

6. **RESPONSIBILITIES OF COUNTY**

- a. County shall provide full information about the objectives, schedule, constraints and existing conditions of the project, and shall establish a budget for the project. County shall employ Contractor to perform the vegetation treatment on the project.

- b. County shall obtain and pay for any necessary approvals, easements, assessments and charges.
- c. County shall provide all inspection services, act as liaison between landowner and Contractor, and provide all administrative services associated with this project.

7. **TERMINATION**

- a. This Agreement may be terminated:
  - i. by either party at any time if the other party breaches this Agreement; or
  - ii. upon mutual written agreement by the parties.

8. **GENERAL PROVISIONS**

- a. AMENDMENTS. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- b. AMERICANS WITH DISABILITIES ACT (ADA). The parties shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.
- c. APPLICABLE LAW/VENUE. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Fourth Judicial District, Sheridan County, Wyoming.
- d. ASSIGNMENT/CONTRACT NOT USED AS COLLATERAL. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of County.
- e. NONWAIVER. Any waiver by County of any breach of any covenant herein to be kept and performed by Contractor shall not be deemed as a continuing waiver and shall not operate to prevent County from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
- f. ASSIGNMENT. This Agreement is not assignable without the prior written consent of the parties.
- g. EFFECT OF TERMINATION. All covenants of this Agreement that should, by their nature, survive the termination of this Agreement shall so survive.
- h. MONITOR ACTIVITIES. County shall have the right to monitor all Agreement related activities of the Contractor and the Contractor. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor and Contractor personnel in every phase of performance of contract related work.
- i. NOTICES. All notices arising out of the provisions of this Agreement shall be in writing and given to the parties at the addresses provided in this Agreement, either by regular mail, or delivery in person.
- j. COMPLIANCE WITH LAWS. Contractor shall keep informed of and comply with all applicable municipal, state, and federal ordinances, laws, rules, and regulations as they are now or as they are enacted and shall not engage in any practice which may have the effect of discriminating against any

entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion.

- a. DEBARMENT. To ensure contractor is eligible for this Contract the Contractor shall submit form AD-1048 *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions*.
- b. DRUG FREE WORKPLACE Contractor shall submit form AD-1049 *CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS* to comply with regulations.
- k. ETHICS. Contractor shall keep informed and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement and any and all ethical standards governing Contractor's profession.
- l. INDEMNIFICATION. Contractor shall indemnify, defend, and hold harmless County and its officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability of any nature whatsoever arising from or in connection with the negligent performance of any duties or obligations by Contractor related in any way to this Agreement, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's malpractice.
- m. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.
- n. NO THIRD PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
- o. INDEPENDENCE OF AGREEMENT. Contractor is an independent contractor and nothing herein is intended, or should be construed as creating a relationship of partners, agency, representative, or employee/employer for any purpose.
- p. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- q. AVAILABILITY OF FUNDS. The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use under this Agreement from any governmental source. If funds are not allocated and available as needed for the parties to perform this Agreement, the Agreement may be terminated at the end of the period for which funds, if any, are available. Each party shall notify the other party at the earliest possible time if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this Agreement in order to engage in a similar agreement with another party.
- r. 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 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.
- s. AGREEMENT CONSTRUCTION. This Agreement has been negotiated between the parties and no preference shall be given to any party should the construction of any term of this Agreement be required by a Court.





**BIDDING AND CONTRACT REQUIREMENTS**  
**Little Bighorn Canyon Fuels Treatment Project**  
**Exhibit B**

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1. THE FOLLOWING PROPOSAL IS HEREBY MADE TO:

OWNER:           **County of Sheridan**  
ADDRESS:       **224 South Main Street Suite B-1, Sheridan, WY 82801**

2. The Undersigned hereby proposes and agrees to furnish all labor, materials and equipment required to complete the 50.9-acre Little Bighorn Canyon Fuels Treatment Project. Project includes removing, masticating or piling, and crushing, understory, brush, and clean-up of dead down woody materials, and removal of trees. Project Unit Prescriptions are included in Exhibit C of this solicitation.

3. In submitting this Bid the Bidder represents, as more fully set forth in the Agreement, that Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

**Total Bid Written In Words:**

*Seventy One Thousand, Five Hundred Sixty Five.*

*\* This bid is for current conditions. Snow amounts greater than 14 inches will need to be renegotiated, or postponed.*

<b>Bid per unit</b>	
1	\$ 11,388.60
2	\$ 12,513.00
3	\$ 7,873.60
4	\$ 11,388.60
6	\$ 7,733.00
7	\$ 1,546.60
8	\$ 140.60
9	\$ 15,044.20
10	\$ 3,233.80
11	\$ 702.60
<b>TOTAL BID</b>	\$ 71,565.00

**PROPOSED SUBCONTRACTORS AND MAJOR SUPPLIERS**

<b>NAME OF SUBCONTRACTOR OR MAJOR SUPPLIERS</b>	<b>ITEM NO. OR DESCRIPTION OF WORK TO BE SUBLET</b>	<b>SUBCONTRACT AMOUNT (DOLLARS)</b>	<b>% OF TOTAL BID AMOUNT</b>

4. The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Further the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid nor has the Bidder solicited or induced any

person, firm or corporation to refrain from bidding and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or the OWNER.

a. The Bidder has given the OWNER written notice of all conflicts, errors, ambiguities or discrepancies he has discovered in the Contract Documents.

5. The undersigned agrees to perform all the Work described in the Contract Agreement and according to the plan drawings.

6. The undersigned understands that the OWNER reserves the right to reject any or all bids or to waive any informality or technicality in any proposal in the interest of the OWNER.

7. The above Bid is hereby respectfully submitted by:

Company Name: DeFord Timber Services LLC

By: Kenton DeFord - Kenton DeFord

Date: 12/3/24

(Signature and printed name)

Title: Owner Phone: 307-213-9090

Business Address 1415 Highway 30

City otto State/Zip WY 82434

## DeFord Timber Services LLC

1415 State Highway 30  
Otto, Wyoming 82434  
(307) 213-9090  
defordtimber@gmail.com

# Little Bighorn Canyon Fuels Treatment

**December 3 2024**

## OVERVIEW

Cost per Acre: \$1,406

50.9 acre total: \$71,565

## Objectives

1. Treat all (1,2,3,4,6,7,8,9,10,11) units according to specifications in Exhibit C of Project plan
2. Complete project within 5 weeks from start date\*

**\* This Bid proposal is for current conditions. Snow amounts greater than 14 inches will need to be renegotiated, or postponed.**

## SPECIFICATIONS

See Exhibit C of Project plan

## Work Plan

DeFord Timber Services will be working with a crew of two to four individuals working 8 to 10 hour days. We plan to complete this job in 5 weeks\* from the start date. We seek minimal impact on all projects by limiting equipment use to that which is necessary to achieve project goals. Most Units will be treated with forestry mulcher where possible. Hand cutting and chipper will be utilized in areas where mulching is not possible. Some hand piling may be necessary on steeper slopes. We take the time to build piles that promote maximum consumption when burned and in locations that minimize tree scorch. Power may need to be turned off at times in order to safely remove trees. We will notify the agency representative prior to work in these areas.

## **Safety**

Workplace safety is paramount in ensuring our company is able to meet its goals and purposes on every job. A safe workplace begins with safe workers who look out not only for themselves but also anyone inside their work zone. Further, our workers should identify any other values or risks within the work zone in order to remove or mitigate risks before they become an issue.

In the interest of worker health, task appropriate PPE will be worn at all times.

Working with or near a running chainsaw: gloves, long sleeves, long pants, saw chaps, boots, eye protection, ear protection, and helmet (where any overhead hazard may be present)

Equipment operation: ear protection, adherence to manufacturer recommendation

Felling is an important function of our job and comes with certain inherent risks. To ensure safest practice, when engaged in felling operations workers will adhere to the previously noted standards. Additionally the feller will ensure a clear lay and appropriately notify persons within the immediate zone as to his intent. When necessary and prudent a spotter will be used to keep eyes on known hazards and prevent traffic into the immediate zone.

Fire safety begins with prevention. In order to reduce fire risks all equipment must be regularly maintained and properly cleaned. Equipment that shows signs of excessive heat or has any damage that may cause sparking (i.e. chainsaw bar, muffler) will be fixed or replaced immediately. In the event the issue can't be solved in the field the unit will be placed out of service until the issue can be resolved. At minimum company Vehicles will be equipped with fire extinguishers and shovels. Appropriate agency authorities will be notified of any fires started.

## **Experience**

DeFord Timber Services LLC. is a family owned and operated business started in 2022. While being a new business we aren't new to the industry. Prior to formation, owners Kenton and Stephen DeFord both worked for federal, state, and local agencies garnering a combined 17 years experience in fire and fuels work. Our background affords not only the skills and training for fuels reduction, but also an understanding of how fuels reduction affects fire suppression. We understand what it takes to do the job and do it right. Since starting the business we have completed 13 hand cutting contracts utilizing a combination of hand and mechanized treatments. We seek to provide services that are low impact and contribute to responsible and sustainable forest management.

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\*Project time frame may be extended due to weather/unforeseen events

**AGREEMENT BETWEEN THE COUNTY OF SHERIDAN, WYOMING  
AND CTC DISASTER RESPONSE  
FOR THE LITTLE BIGHORN CANYON FUELS TREATMENT PROJECT**

**1. PARTIES**

The parties to this Agreement are The County of Sheridan, a political subdivision of the State of Wyoming, (“County”) and CTC DISASTER RESPONSE (hereinafter “Contractor”).

**2. PURPOSE**

The purpose of this Contract is to furnishing labor, materials and equipment required to complete a 50.9-acre Little Bighorn Canyon Fuels Treatment Project. Project includes cutting, removing, masticating, chipping, piling understory, brush, and clean-up of dead down woody materials, and cutting of trees.

**3. TERM**

This Contract is for a term of one hundred and fifty (150) consecutive days from December 18, 2024, through May 17, 2025., unless sooner terminated in accordance with the provisions herein.

**4. CONTRACT PRICE, PAYMENT AND DOCUMENTS**

a. County agrees to pay Contractor for completion of the project a Not-To-Exceed total of sixty eight thousand six hundred thirteen dollars and 20 cents (\$68,613.20) upon receipt of Contractor Invoice. Partial payments for completed unit or as agreed to in writing are permitted.

b. Any Forest Products harvested from the unit making up this project shall become the property of the contractor and may be removed from the project area, except for pine firewood in units 9,10,11.

c. Contractor invoices are to be billed monthly and due on the 20<sup>th</sup> day of each month and payable upon receipt by County at subsequent month-end warrant run. Amounts unpaid 30 days after receipt shall bear interest from the date of receipt by County at the rate of 1% per month, or in the absence thereof, at the legal rate prevailing in Wyoming.

d. The Contract Documents consist of the following:

- i. Advertisement for Bids
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- iii. Project Maps (3), Vicinity Maps (2) (Exhibit A)
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1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;



3. claims for damages because of bodily injury, sickness or disease or death of any person other than Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained: (1) by any person, as a result of an offense directly or indirectly related to the employment of such person by Contractor; or (2) by another person;
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Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

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Each Person	\$1,000,000
Each Occurrence	\$1,000,000

Property Damage:	
Each Accident	\$ 500,000
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Or combined single limit of: \$1,000,000

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- b. DRUG FREE WORKPLACE Contractor shall submit form AD-1049 *CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS* to comply with regulations.
- k. ETHICS. Contractor shall keep informed and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement and any and all ethical standards governing Contractor's profession.
- l. INDEMNIFICATION. Contractor shall indemnify, defend, and hold harmless County and its officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability of any nature whatsoever arising from or in connection with the negligent performance of any duties or obligations by Contractor related in any way to this Agreement, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's malpractice.
- m. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.
- n. NO THIRD PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
- o. INDEPENDENCE OF AGREEMENT. Contractor is an independent contractor and nothing herein is intended, or should be construed as creating a relationship of partners, agency, representative, or employee/employer for any purpose.
- p. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- q. AVAILABILITY OF FUNDS. The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use under this Agreement from any governmental source. If funds are not allocated and available as needed for the parties to perform this Agreement, the Agreement may be terminated at the end of the period for which funds, if any, are available. Each party shall notify the other party at the earliest possible time if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this Agreement in order to engage in a similar agreement with another party.
- r. 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 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.
- s. AGREEMENT CONSTRUCTION. This Agreement has been negotiated between the parties and no preference shall be given to any party should the construction of any term of this Agreement be required by a Court.





# CTC

**DISASTER RESPONSE** //

**TECHNICAL PROPOSAL** for:

**Little Bighorn Canyon Fuels  
Treatment Project**



**DUE: December 3, 2024  
2:00 pm**

Greg Gathers, President/CEO

4011 SW 29<sup>th</sup> St. #130 Topeka, KS 66614  
Office (785) 478-9805 | Fax (785) 478-4195  
[ggathers@ctcdisaster.com](mailto:ggathers@ctcdisaster.com) | [www.ctcdisaster.com](http://www.ctcdisaster.com)

Office Locations in Kansas, Alabama, Florida, Texas  
(Montana coming in late 2024)



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## INTRODUCTION

### TRANSMITTAL LETTER

County of Sheridan  
224 South Main Street  
Suite B-1  
Sheridan, WY 82801

CTC Disaster Response, Inc. (CTC), formerly known as Custom Tree Care, Inc., is pleased to submit our proposal for the Little Bighorn Canyon Fuels Treatment Project for your consideration. CTC has been in business for over 25 years and has completed over \$200,000,000 in successful projects with combined Executive and Management team experience of over 70 years. CTC has operated as prime contractor of over 175 projects in 27 states performing Debris Removal, Hazard Fuels Reduction, Thinning, Mastication, Tree Trimming and Removal, TDS Reduction and Management, and other specialty types of debris removal. We meet or exceed all the requirements of this Solicitation.

CTC is registered in the Great State of Wyoming and has never failed to complete a project or defaulted on any contract. We hold ourselves to the highest standards of quality and professionalism. Our past performance is excellent, and we will strictly adhere to all requirements of this project. CTC has completed several contracts of this nature in the past for DOT's, School Districts, Municipalities (cities and towns), counties, states, and the federal government.

**CTC will employ the use of 1-2 steel and rubber track type mulching units and hand chainsaw crews to complete this project within the specifications required.**

Our staff is trained in USACE, OSHA, ANSI and FEMA standards and all work practices will conform to these standards. If awarded, we will provide all additional documentation required. We look forward to the opportunity to serve your needs.

Respectfully,

A handwritten signature in cursive script that reads 'Greg Gathers'.

Greg Gathers  
President/CEO  
ISA & KAA Certified Arborist  
(MW-4172A)





## FIRM OVERVIEW

### SUMMARY

CTC Disaster Response, Inc. is experienced in all aspects of debris response, recovery, and management.

- Founded in 1999
- Incorporated in Kansas in 2001
- FEIN: 48-1245968
- DUNS: 141755772
- E-Verify: 588603
- Unique Entity ID: FB3KDVEX57G4
- Cage Code: 30CP1
- Within the last 10 years CTC has not been involved in any litigation as a defendant pertaining to debris removal.
- CTC has no license sanctions.
- CTC has not ever filed for bankruptcy.
- CTC is not currently, nor has ever been disbarred from debris removal operations.
- CTC has never defaulted on a contract, been terminated, or failed to complete any work awarded.



PAST PERFORMANCE, LIST OF WORK IN PROGRESS, & LIST OF AWARDED CONTRACTS

STATE	CLIENT	CONTRACT	PROJECT	CY/ TONS	DATE	CONTRACT AMOUNT	CONTACT
NE	USDA Forest Service	1240LP24P0092	Bessey Ranger District Tree Trimming		9/31/24	\$21,700	Curtis Landreth 324 25 <sup>th</sup> St. Ogden, UT 84401-2310 (308) 360-1211 <a href="mailto:Curtis.r.landreth@usda.gov">Curtis.r.landreth@usda.gov</a>
IA	Iowa DNR	LHSF FY24 Wildfire Restoration Tree Clearing	Forest Fire Tree Clearing		6/16/24	\$1,127,850	Jeff Seago 206 Polk St. Pishgah, IA 51564 (712) 456-2924 <a href="mailto:Jeffrey.seago@dnr.iowa.gov">Jeffrey.seago@dnr.iowa.gov</a>
KS	Ravenwood Hunting Preserve	Private Landowner	Mastication		2020-2024	Various	Ken Corbett 10147 SW 61 <sup>st</sup> Topeka, KS 66610 785-256-6444 <a href="mailto:ravenhpssc@aol.com">ravenhpssc@aol.com</a>
KS	Baer & Nichepor Farms	Private Landowner	Mastication		7/2024	\$22,000	Alex Nichepor 17282 T Road Ness City, KS 675630 (785) 798-7069 <a href="mailto:bandnfarms@gmail.com">bandnfarms@gmail.com</a>
MS	Lee County	Debris Removal	Tornado	143,987	9/12/23	\$1,871,813	Lee Bowdry P.O. Box 1785 Tupelo, MS 38802 (662) 432-2950, <a href="mailto:lbowdry@co.lee.ms.us">lbowdry@co.lee.ms.us</a>
MT	State of Montana	Debris Removal	Flood		9/4/23	\$5,977,958	Jake Ganieany 1956 Mt.Majo Street Fort Harrison, MT 59636 (406) 417-9234 <a href="mailto:Jake.ganieany@mt.gov">Jake.ganieany@mt.gov</a>
OK	City of Tulsa	Hazardous Tree Trimming/Removal	Straight Line Winds	NA	8/30/23	\$3,612,164	Brett Wallgren 175 East 2 <sup>nd</sup> Street Tulsa, OK 74103 (918) 284-9017 <a href="mailto:bwallgren@cityoftulsa.org">bwallgren@cityoftulsa.org</a>
GA	Jasper County	Debris Removal Tree Removal and Trimming	Tornado	126,593	7/9/23	1,054,409	Mike Benton 126 West Greene Street Monticello, GA 31064 (706) 468-4900 x310 <a href="mailto:mbenton@jaspercountyga.org">mbenton@jaspercountyga.org</a>



TX	City of Hutto	Debris Removal And Disposal, Tree Removal & Trimming	Ice Storm	13,592	5/11/23	163,790	Richard Rodriguez 500 W. Live oak Street Hutto, TX 78634 (512) 621-9936 <a href="mailto:richardrodriguez@hultotx.gov">richardrodriguez@hultotx.gov</a>
IN	Board of Park Commissioners of City of Fort Wayne	152 Trees and Stump Removal	City Three Quadrant Tree and Stump Removal	NA	4/25/2023	161,922	Derek Veit 1900 N Clinton St. Fort Wayne, IN 46805 (260) 427-6400 <a href="mailto:Derek.veit@cityoffortwayne.org">Derek.veit@cityoffortwayne.org</a>
TX	City of Taylor	Debris Removal	Ice Storm	765,717	3/25/2023	4,794,881	Jim Gray 1424 N Main St. Taylor, TX 76574 (512) 352-5818 <a href="mailto:Jim.gray@taylortx.gov">Jim.gray@taylortx.gov</a>
FL	Seminole County Public Schools	Vegetative Debris Removal and Disposal	Hurricane Ian		9/20/2022	\$2,944,410	Chris Breeze 400 E Lake Mary Blvd. Sanford, FL 32773 (407) 320-7453 <a href="mailto:breexecz@scps.k12.fl.us">breexecz@scps.k12.fl.us</a>
FL	FLDOT	Initial Road Push	Hurricane Ian and Nicole DR-4673 / D-4630		9/2/2022 11/20/2022	\$341,715	Steven Kelly 801 N Broadway Ave. Bartow, FL 33803 (863)519-2762 <a href="mailto:stevenkelly@dot.st.fl.us">stevenkelly@dot.st.fl.us</a>
TN	Humphreys County	Flood Related Debris Removal	Flood	3,334 Tons	05/11/22	\$296,753	Jessie Wallace 102 Thompson St. Waverly, TN 37185 (931) 296-7795 <a href="mailto:jwallace@humphreystn.com">jwallace@humphreystn.com</a>
TN	City of Waverly	Storm Debris Removal	Flood	17,000 Tons	05/05/22	\$1,351,500	Corey Burket 210 Pearson Ave. Waverly, TN 66871 (931) 296-2101 <a href="mailto:csburket@yahoo.com">csburket@yahoo.com</a>



LA	New Orleans Park IMP. ASSN.	Debris Removal	Hurricane Ida DR-4611		09/19/21	\$775,774	Keith Hemel 1 Palm Dr. New Orleans, LA 70124 (504) 483-9492 <a href="mailto:khemel@nocp.org">khemel@nocp.org</a>
MS	Warren County	Debris Removal and Disposal	Sever Winter Storm	19,777 CY	04/12/21	\$317,047	John Elfer 913 Jackson St. Vicksburg, MS 39183 (601) 636-1544 <a href="mailto:johnel@co.warren.ms.us">johnel@co.warren.ms.us</a>
MS	City of Waveland	Emergency Debris Disposal	Hurricane Zeta DR-4576	216,689 CY	03/20/21	\$1,864,747	Mickey Lagasse 301 Coleman Ave. Waveland, MS 39576 (228) 467-4134 <a href="mailto:mickey.lagasse1990@outlook.com">mickey.lagasse1990@outlook.com</a>
OK	City of Oklahoma City - Public Works	Emergency Street Access Tree & Debris Removal	Severe Winter Storm DR-4575	13,799 Tons	02/14/21	\$1,220,524	Derek Johnson 1621 S Portland Ave. Oklahoma City, OK 73108 (405)297-1517 <a href="mailto:derek.johnson@okc.gov">derek.johnson@okc.gov</a>
OK	City of Oklahoma City - Utilities	Debris Removal	Severe Winter Storm DR-4575	56,827 Tons	02/13/21	\$5,026,386	Don Maisch 420 W Main St. Ste. 5 Oklahoma City, OK 73102 (405)297-3140 <a href="mailto:don.maisch@okc.gov">don.maisch@okc.gov</a>
OK	City of the Village	Debris Removal	Severe Winter Storm DR-4575	33,227 CY	12/15/20	\$262,511	Bruce Stone 2304 Manchester Dr. The Village, OK 73120 (405)529-0000, <a href="mailto:bruce_stone@thevillageok.org">bruce_stone@thevillageok.org</a>
CO	City of Boulder	Post Disaster Debris Collection	September Snowstorm Non declared	52,331 CY	11/25/20	\$752,659	Jeff Haley 1777 Broadway Boulder, CO 80302 (303) 413-7233 <a href="mailto:haleyj@bouldercolorado.gov">haleyj@bouldercolorado.gov</a>



LA	New Orleans Park IMP, ASSN.	Debris Removal	Tropical Storm Zeta EM-3549		11/09/20	\$208,768	Keith Hemel 1 Palm Dr. New Orleans, LA 70124 (504) 483-9492 <a href="mailto:khemel@nocp.org">khemel@nocp.org</a>
FL	University of West Florida	Disaster Debris Removal	Hurricane Sally DR-4564	8,245 CY	10/26/20	\$555,335	Phillip Etheridge 11000 University Pkwy. Pensacola, FL 32514 (850) 390-3935 <a href="mailto:petheridge@uwf.edu">petheridge@uwf.edu</a>
IA	City of Bertram	Vegetative Debris Removal & Disposal	Derecho DR-4557	20,399 CY	10/20/20	\$222,274	Dave Hunt (563) 920-2870 <a href="mailto:Dhunt2003@gamil.com">Dhunt2003@gamil.com</a>
IA	City of Madrid	Debris Removal & Disposal	Derecho DR-4557	1,785 CY	10/17/20	\$36,063	Tom Brown 304 S Water St. Madrid, IA 50156 (515) 795-3930, <a href="mailto:mayor@madridiowa.org">mayor@madridiowa.org</a>
IA	Tama County Conservation Board	Debris Removal, Reduction & Disposal	Derecho DR-4557	2,565 CY	10/10/20	\$109,804	Stephen Mayne 2283 Park Rd. Toledo, IA 52342 (641) 484-2231 <a href="mailto:tccb@tamacounty.org">tccb@tamacounty.org</a>
IA	City of Toledo	Debris Removal, Reduction & Disposal	Derecho DR-4557	45,312 CY	10/04/20	\$468,016	Brian Sokol 1007 S Prospect Dr. Toledo, IA 52342 (641) 484-2160 <a href="mailto:mayor@toledoioowa.gov">mayor@toledoioowa.gov</a>
IA	City of Gladbrook	Debris Removal, Reduction & Disposal	Derecho DR-4557	15,521 CY	10/03/20	\$185,571	319 2 <sup>nd</sup> St. Gladbrook, IA 50635 (641) 473-2582



IA	City of Tama	Debris Removal, Reduction & Disposal	Derecho DR-4557	169,609 CY	09/29/20	\$1,447,556	Alyssa Hoskey 305 Siegel St. Tama, IA 52339 (641) 484-3822
TX	Willacy County	Debris Removal	Hurricane Hanna EM-3530	2,006 CY	09/15/20	\$13,641	Frank Tomes (956) 689-5456 <a href="mailto:wiliems@prontonet.net">wiliems@prontonet.net</a>
TX	City of Raymondville	Debris Removal	Hurricane Hanna EM-3530	42,327 CY	09/15/20	\$262,831	Gilbert Gonzales 142 S 7 <sup>th</sup> St. Raymondville, TX 78580 (956) 689-2443 ext 1408 <a href="mailto:mayor@raymondvilletx.us">mayor@raymondvilletx.us</a>
MS	City of Corinth	Storm Debris Removal & Disposal		181,461 CY	06/19/20	\$1,955,762	Clayton Mills (662) 415-0855 <a href="mailto:cm@bellsouth.net">cm@bellsouth.net</a>
MS	Lee County	Debris Removal	Tropical Storm Olga	138,770 CY	06/01/20	\$2,850,608	Lee Bowdry P.O. Box 1785 Tupelo, MS 38802 (662) 432-2950, <a href="mailto:lbowdry@co.lee.ms.us">lbowdry@co.lee.ms.us</a>
TN	Wilson County	Debris Clearance, Removal & Disposal	Tornado	35,400 CY	06/01/20	\$650,971	Aaron Maynard 228 E Main St. Lebanon, TN 37087 (615) 443-2630 <a href="mailto:maynarda@wilsoncountyttn.gov">maynarda@wilsoncountyttn.gov</a>
TN	Putnam County	Debris Clearance, Removal & Disposal	Tornado	76,521 CY	05/01/20	\$728,690	Randy Porter 300 E Spring St. Cookeville, TN 38501 (931) 526-2161 <a href="mailto:randy.porter@putnamcountyttn.gov">randy.porter@putnamcountyttn.gov</a>



TN	City of Cookeville	Debris Clearance, Removal & Disposal	Tornado	45,606 CY	05/01/20	\$446,716	James Mills 45 E Broad St. Cookeville, TN 38501 (931) 520-5241 <a href="mailto:jam@cookeville-tn.gov">jam@cookeville-tn.gov</a>
TN	City of Waverly	Debris Removal	Tropical Storm Olga	22,558 CY	04/03/20	\$200,631	Corey Burket 210 Pearson Ave. Waverly, TN 66871 (931) 296-2101 <a href="mailto:csburket@yahoo.com">csburket@yahoo.com</a>
KS	Douglas County Public Works	Tornado Disaster Debris Removal			09/01/19	\$144,997	Chad Voigt 3755 E 25 <sup>th</sup> St. Lawrence, KS 66046 (785) 832-5293 <a href="mailto:cvoigt@douglascountyks.org">cvoigt@douglascountyks.org</a>
KS	City of Shawnee, KS	Tree Trimming & Emergency Tree Debris Removal			06/01/19	Varies	Michelle Distler / Steve Bialek 11110 Johnson Dr. Shawnee, KS 66203 (913) 634-5883 <a href="mailto:mdistle@cityofshawnee.org">mdistle@cityofshawnee.org</a>
NC	Carteret County	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	49,861 CY	03/13/19	\$353,340	Randy Cantor 3820 Bridges St. Ste. D Morehead City, NC 28557 (252) 728-8545 <a href="mailto:randy.cantor@carteretcountync.gov">randy.cantor@carteretcountync.gov</a>
NC	Pamlico County	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	98,278 CY	02/25/19	\$847,214	Tim Buck 302 Main St. Bayboro, NC 28515 (252) 745-3133 <a href="mailto:tim.buck@pamlicocounty.org">tim.buck@pamlicocounty.org</a>
NC	Town of Hope Mills	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	8,479 CY	02/05/19	\$65,288	Don Sisko 5770 Rockfish Rd. Hope Mills, NC 28348 (910) 429-3384 <a href="mailto:dsisko@townofhopemills.com">dsisko@townofhopemills.com</a>



NC	Town of Belville	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	47,735 CY	12/11/18	\$345,365	Athina Williams 63 River Rd. Belville, NC 28451 (910) 371-2456 <a href="mailto:townadministrator@townofbelville.com">townadministrator@townofbelville.com</a>
FL	Broward County Schools	Debris Removal & Disposal			11/30/18	\$1,491,665	Mary C Coker 600 SE Third Ave. Ft. Lauderdale, FL 33301 (754) 321-0505 <a href="mailto:mary.coker@browardschools.com">mary.coker@browardschools.com</a>
NC	Town of Cape Carteret	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	87,698 CY	11/19/18	\$566,344	Zach Steffey 102 Dolphin St. Cape Carteret, NC 28584 (252) 393-8483 <a href="mailto:zsteffey@capecarteret.org">zsteffey@capecarteret.org</a>
NC	Town of Carolina Beach	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	60,598 CY	11/15/18	\$339,387	Brian Stanberry 1121 N Lake Park Blvd. Carolina Beach, NC 28428 (910) 458-8291 <a href="mailto:brian.stanberry@carolinabeach.org">brian.stanberry@carolinabeach.org</a>
NC	Wayne County	Debris Removal	Hurricane Florence DR-4393	49 CY	11/13/18	\$3,624	Noelle Woods 224 E Walnut St. Goldsboro, NC 27530 (919) 705-1714 <a href="mailto:noelle.woods@waynegov.com">noelle.woods@waynegov.com</a>
NC	Town of Beaufort	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	48,470 CY	11/05/18	\$372,332	Mark Eakes 701 Front St. Beaufort, NC 28516 (252) 904-6477 <a href="mailto:m.eakes@beaufortnc.org">m.eakes@beaufortnc.org</a>
NC	Town of Cedar Point	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	46,007 CY	11/01/18	\$287,926	Jayne Calhoun 427 Sherwood Ave. Cedar Point, NC 28584 (252) 393-7898 <a href="mailto:jcalhoun@cedarpointnc.org">jcalhoun@cedarpointnc.org</a>





NC	Town of Wrightsville Beach	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	9,895 CY	10/26/18	\$121,579	Tim Owens 321 Causeway Dr. Wrightsville Beach, NC 28480 (910) 239-1700 <a href="mailto:towens@towb.org">towens@towb.org</a>
TN	City of Memphis	Emergency Storm Debris Removal			06/30/18	\$136,632	Barry Levine (901) 237-2805
FL	South Broward Drainage District	Debris Removal & Disposal	Hurricane Irma DR-4337	1,110 CY	03/15/18	\$193,442	Kevin Hart 6591 SW 160 Ave. Southwest Ranches, FL 33331 (954) 680-3337 x208 <a href="mailto:kevin@sbdd.org">kevin@sbdd.org</a>
FL	Town of Bay Harbor Islands	Debris Removal & Disposal	Hurricane Irma DR-4337	7,769 CY	10/19/17	\$167,467	Jordan Leonard 9665 Bay Harbor Islands Bay Harbor Islands, FL 33154 (305) 206-8497 <a href="mailto:jwlmiami@yahoo.com">jwlmiami@yahoo.com</a>
FL	City of West Park	Debris Removal & Disposal	Hurricane Irma DR-4337	3,207 CY	09/16/17	\$30,000	Dan Millien 1965 S State Rd. 7 West Park, FL 33023 (954) 964-0824 <a href="mailto:dmillien@cityofwestpark.org">dmillien@cityofwestpark.org</a>
NC	Wayne County	Debris Removal & Disposal	Hurricane Matthew DR-4285		11/14/16	\$28,072	Noelle Woods 224 E Walnut St. Goldsboro, NC 27530 (919) 705-1714 <a href="mailto:noelle.woods@waynegov.com">noelle.woods@waynegov.com</a>
KS	Shawnee County	Line Clearance, Tree Trimming, Stump Removal & Emergency Services			09/22/16	\$225,439	Tom Hammer 200 SE 7 <sup>th</sup> St. Topeka, KS 66603 (785) 251-2663



NC	City of Goldsboro	Vegetative Debris Removal	Hurricane Matthew DR-4285	08/04/16	\$112,576	Tracy Barber (919) 580-4393
CO	City of Boulder	Emergency Tree & Debris Removal		05/31/16	\$420,710	1777 Broadway Boulder, CO 80302 (303) 441-3230 <a href="mailto:purchasing@bouldercolorado.gov">purchasing@bouldercolorado.gov</a>
IL	City of Quincy	Storm Damaged Tree Removal & Trimming		10/01/15	\$275,400	Jon Vrandenburg 730 Maine St. Quincy, IL 62301 (217) 257-9380



## MANAGEMENT OVERVIEW

### TRAINING AND CERTIFICATIONS

- ISA Certified Arborist – Greg Gathers
- FDOT Intermediate Maintenance of Traffic Control Certificate -- Greg Gathers, Jeremy Britton
- OSHA 30 Hour Safety – Greg Gathers, Jeremy Britton
- CPR & First Aid Certified – Greg Gathers, Jeremy Britton, Maura Gathers, Johnny Osborne
- Debris Management Training at NHC – Greg Gathers, Jeremy Britton
- EMI Debris Management Course – Greg Gathers, Jeremy Britton
- USACE Certificate, Construction Quality Management for Contractors – Johnny Osborne
- US Homeland Security TWIC Certificate – Johnny Osborne
- TEEX, Disaster Preparedness & Management, Operations and Planning for all-Hazard Events Cert. – Johnny Osborne
- IS-100 – Maura Gathers, Johnny Osborne
- IS-125 – Greg Gathers, Jeremy Britton,
- IS-200 – Greg Gathers, Jeremy Britton, Maura Gathers,
- IS-253 – Greg Gathers, Jeremy Britton, Maura Gathers,
- IS-632 – Intro to Debris Operations – Greg Gathers, Jeremy Britton, Maura Gathers, Johnny Osborne, Jack Cohagen
- IS-633 – Johnny Osborne
- IS-634 – Intro into FEMA's Public Assistance – Greg Gathers, Jeremy Britton, Maura Gathers, Jack Cohagen
- IS-700 – NIMS – Greg Gathers, Jeremy Britton, Maura Gathers, Johnny Osborne
- IS-800 – Greg Gathers, Jeremy Britton, Maura Gathers, Johnny Osborne

#### **Greg Gathers**

- President/Chief Executive Officer since 1999
- BS in Agriculture Technology Management, Kansas State University
- 25 years' experience as a certified arborist
- 11 years' experience in wildland and structural firefighting
- Supervised crews on over 100 government contracts

#### **Jeremy Britton**

- Chief Operating Officer
- Supervised crews on over 100 government contracts



**Sean Kennedy, CPA**

- Chief Financial Officer
- Certified Public Accountant
- Financial Statement Preparation, Compilation & Review
- Payroll Processing & Payroll Tax Return
- Tax Return Preparation
- Internal Controls

**Maura Gathers**

- Chief Administration Officer
- Public Relations
- Marketing & Branding
- Community Outreach and Volunteer Coordinator
- 10+ years' managerial experience
- 13+ years' experience in sales and client relations
- Directions in Organizational Leadership Certification (Washburn University School of Business)

**Luke Fehlig**

- Lead Forester
- BS in Forestry and Resource Conservation, University of Montana
- Certificate in GIS Sciences and Technologies
- MT Department of Agriculture: Certified Herbicide Applicator
- USFS Timber Cruiser

**Johnny Osborne**

- Project Manager
- 15 years' experience in the debris management industry
- Business Administration, University of South Alabama
- SC Law Enforcement Division SLED Level 1, 2 & 3





# GREG GATHERS

President/Owner

## PROFILE

- 24 Years' experience Tree Care and Disaster Response
- Managed over 150 disaster events in 27 states as a prime contractor.
- Committed to providing debris management services following FEMA regulations to ensure client reimbursement is to the maximum allowed.
- Knowledgeable in all aspects of debris response and recovery operations

## CONTACT

PHONE:  
785-221-7550

ADDRESS:  
3722 SW Spring Creek Ln.  
Topeka, KS 66610

EMAIL:  
ggathers@ctcdiaster.com

## EDUCATION

Kansas State University – Bachelor of Science in Agriculture

International Society of Arboriculture – Certified Arborist

EMI Debris Management Certification

NIMS Certification

OSHA Certification

## WORK EXPERIENCE

CTC Disaster Response, Inc. – President/Owner  
1999–Present

- Oversees all company operations.
- Provides strategic direction to the business.
- Manage senior staff.
- Debris management planning and training.
- Client liaison before, during and after disaster events

## SKILLS

Project Manager  
Skilled Communicator  
Organization Skills



# JEREMY BRITTON

Chief Operating Officer

## PROFILE

- 20 Years' experience as COO
- Managed over 150 disaster events in 27 states as a prime contractor.
- Committed to providing debris management services following FEMA regulations to ensure client reimbursement is to the maximum allowed.
- Knowledgeable in all aspects of debris response and recovery operations
- Extensive experience in project management with emphasis on Temporary Debris Site (TDS) operations

## CONTACT

PHONE:  
256-749-4886

ADDRESS:  
1880 Radio Road  
Alexander City, AL 35010

EMAIL:  
jbritton@ctcdiaster.com

## EDUCATION

Central Alabama Community College – Associate Degree in Business

EMI Debris Management Certification

NIMS Certification

OSHA Certification

## WORK EXPERIENCE

CTC Disaster Response, Inc. Chief Operating Officer (COO)

2018–Present

- Responsible for day-to-day operations
- Debris management planning and training
- Client liaison before, during and after disaster events
- Manages subcontractors during disaster events.

AAA General Contractors, Inc. Owner

1992–Present

- Oversee company operations.
- Resource management
- Quality Control

## SKILLS

Project Manager  
Skilled Communicator  
Strong Managerial Skills  
Heavy Equipment Operator  
Licensed General Contractor in Alabama



# JOHNNY OSBORNE

Project Manager

## PROFILE

- 15 Years' experience in debris management & disaster response
- Committed to providing debris management services following FEMA regulations to ensure client reimbursement is to the maximum allowed.
- Knowledgeable in all aspects of debris response and recovery operations

## CONTACT

PHONE:  
785-221-7550

ADDRESS:  
3722 SW Spring Creek Ln.  
Topeka, KS 66610

EMAIL:  
josborne@ctcdlaster.com

## EDUCATION

University of South Alabama – Criminal Justice

NIMS Certification

OSHA Certification

FEMA Certification

U.S. Homeland Security TWIC

## WORK EXPERIENCE

**CTC Disaster Response, Inc. – Project Manager**

2022-Present

- Oversees project operations.
- Debris site management
- Assigns operational personnel, including subcontractors
- Debris management planning and training
- Client relations

**Rostan Solutions, LLC. – Project Manager / Client Service Manager**

2019-2022

- Oversees project operations.
- Debris site management
- Assigns operational personnel, including subcontractors
- Debris management planning and training
- New business development

**Ashbritt Inc. – Project Manager**

2013-2019

- Oversees project operations.
- Debris site management
- Assigns operational personnel, including subcontractors
- Debris management planning and training

## SKILLS

Quality Control  
CPR, First Aid & AED certified





## PROJECT RESOURCES

### SUBCONTRACTING PLAN

#### INTRODUCTION:

CTC maintains an extensive database of subcontractors with specialty equipment and varied resources which are fully committed to CTC. Many of these subcontractors have partnered with CTC in a variety of different projects over the past 17 years. CTC prides itself on its relationship with these hardworking companies and mutual trust exists between us.

CTC is an Equal Opportunity Employer. We strive to meet or exceed all subcontracting goals identified in your Request for Proposal. We identify all subcontractors regarding certifications as MWBE, SBE, 8A, or Hub zone. We have extensive databases for all areas throughout the U.S., so that we can actively identify the qualified ones for your proposal.

Additionally, CTC appreciates the input from our contracting partners on recommendations and referrals of qualified, licensed, insured contractors with the required experience for your event. The knowledge of the area, their relationship with your citizens is a plus to CTC and its mission.

#### SUBCONTRACTING PLAN AND UTILIZATION:

CTC will utilize a workforce comprised of in-house personnel and subcontractors specializing in various phases of debris management, disposal, and recycling. As stated previously, we will identify local subcontractors already in our network as well as hire as many contractors and laborers as available in an effort to allow members of disaster struck communities to take part in the reconstruction process, and to assist the community financially and economically. The majority of these subcontracts will fill positions for hauling of debris to TDS, hauling of debris to final disposal sites, hauling debris for recycling purposes.

Subcontractors will provide trucks and trailers that meet all USACE requirements for safety, licensing, permitting and registrations. Subcontractors will provide copies of all licenses upon request, and will stay with their assigned areas, completing the assigned task. These crews will work in a methodical manner until they have fulfilled their area's cleanup requirements.

CTC will seek local, qualified individuals for employment during the disaster cleanup and reconstruction phase, including placing advertisements in the local newspapers and visiting the local employment office. Positions for laborers, data entry, flaggers, monitors, and other personnel will assist CTC in our task. Temporary employment agencies may be used to provide manpower to complete the task, but only after the proper screening and submission of drug tests.

Unless otherwise stipulated in your contract, twenty-five percent (25%) of the total amount of work to be performed will be by CTC personnel and equipment. CTC will operate with our specialized and trained reduction personnel. CTC has commitment letters from contractors across all the continental United States.

#### SUBCONTRACTORS AGREEMENTS AND RESPONSIBILITY:

Subcontractors for CTC are committed contractually to complete their assignments as instructed, and must attend all safety meetings, follow the chain of command, and report to the CTC COR daily to keep projects moving forward. CTC is known for its open line of communications, and for the respect we have for our subcontractors.



All subcontractors are required to attend weekly tailgate meetings, sign CTC's drug-free workplace statement and to conform to all operating policies as set forth our project management team.

All CTC subcontractors are familiar with the proper use of ADMS electronic reporting procedures, the latest technologies in recording and monitoring procedures, and are trained in the proper documentation for the benefit of all concerned.

CTC subcontractors are aware of all charge back procedures for damages, provide daily reports to CTC site supervisors, and act as good-will diplomats to citizens, making the cleanup efforts as stress free as possible in an emergency situation.

A copy of our Subcontractor's agreement is either included in this proposal or may be accessed by contacting the corporate office. These agreements have been reviewed by attorneys for various states so that they meet the contracting laws of the particular state in which we are working.

**PROPRIETARY INFORMATION:**

A list of qualified, experienced, insured, prequalified subcontractors for your area is included in this proposal (If required in the proposal), or may be accessed at our corporate office upon request. This list is proprietary information and not to be shared with the public.



## LOCAL AND MINORITY PARTICIPATION

CTC fully complies with guidelines regarding Local and Minority Participation. We have an established corporate policy regarding minority participation, which can be referenced in our Affirmative Action and M/WBE Policy at our offices unless otherwise requested.

One of the major strengths of CTC is our ability to recognize the importance of utilizing local, qualified contractors. Depending on the time frame, and whether this is a standby, pre-disaster contract or an emergency situation, CTC uses procedures necessary to ensure the use of local contractors and personnel. In a non-emergency situation, we can place ads in the local newspapers, check with temporary services or state employment services. We also rely heavily on recommendations from the County commissioners or City officials in all situations.

Emergency situations have prompted us to pull together with contracting agencies to recognize the strengths in their own communities. We appreciate the input provided by local officials in screening potential subcontractors and personnel. The ability of the commissioners or other local community officials to suggest or recommend those that meet all requirements for experience, equipment and insurance qualifications is a benefit in the successful operation and completion of projects of any size or scope.

Based upon the availability of qualified minority personnel in the area we strive to meet or exceed the normal requirements for this event. As an integral part of the contract, we establish contacts with several local, 8A and minority companies. We intend to use the services of qualified, local personnel to fill positions as needed and upon recommendation of the contracting agency.

All local and minority personnel will be screened to meet the requirements, including licensing and insurance requirements of CTC, Inc. We also include listings of Certified M/WBE Contractors as are available and which provides updated information for this project.

CTC has committed minority contractors who have performed on CTC contracts over the past several years. We use the recommended channels to further investigate the availability, the experience, and the reputation of each local and/or minority contractor to serve the best interest of the contracting agency.

Due to the nature of the business, CTC relies heavily on the utilization of state personnel agencies, local private placement agencies and temporary services. We also use the services of the local Small Business Administration (SBA) office when available and local trade organizations. Our goals as stated in our Affirmative Action Policy are traditionally greater than those of most contract requirements. Additionally, the types of personnel required and their interest in the project varies from location to location.



OWNED AND LEASED EQUIPMENT

Description	Quantity
30' Barge Flat Deck	2
30,000# Track Excavator	6
35,000# Bulldozer	18
40' + Barge with Crane	4
45,000# Track Excavator	12
50,000# Bulldozer	10
55 Ft Bucket Truck	63
65,000# Track Excavator	18
AG Tractor with Attachment	9
Air Curtain Destructor	1
Bandit 4680 Horizontal Grinder	2
Beach Sand Screen	1
Chipper	1
Command Center	2
Debris Trailer	175
Dump Trucks	51
Fecon Mulcher	4
Feller Bunchers	9
Flatbed Trailer	6
GN Trailer	1
Grapple Attachements	6
Grinder	1
Horizontal Grinder	6
Jarraf Tree Trimmer	5
Loader Tractor	1
Log Skidder	13
Lowboy Trailer	1
Merlo Tree Removal Machine	1
Mini Skid Loader	1
Mixer Truck	5
Mulching Head	4
Off Road Truck	2
Pallet Forks	1
Pickup	8
Pumper Truck	1
RGN Lowboys	14



Description	Quantity
Road Grader	1
Road Tractor	40
Rollout Bucket	1
Rotary Mower	1
Self-Loading Truck	204
Semi-Truck	2
Skid Steer	36
Step Deck Trailer	3
Stump Grinder	6
Support Boat	4
Support Vehicle	37
Trailer Mount Loader with Saw Bucks	3
Travel Trailer	1
Tub Grinder	2
UTV	2
Versa Handler	6
Walking Floor Trailer	31
Water Truck	6
Wheel Loader	19
Whole Tree Chipper	2
Wood Screw	1



## SAFETY INFORMATION

### SAFETY AND QUALITY CONTROL PLAN

#### Accident Prevention:

For the protection and safety of all employees, CTC has established the following rules designed to prevent accidents and injuries. Compliance with these rules is mandatory. Documentation will be made when the rules are distributed to new employees.

- Proper footwear and clothing will always be worn.
- Do not wear loose clothing, jewelry, or keep long hair in a down position. There is a danger of catching such articles in moving machinery.
- Horseplay, running, fighting or any activity that may result in injury or waste will not be tolerated.
- Appropriate personal protective equipment, or PPE, will be worn for the task (s) at hand, as specified by training and job briefing (s).
- Operate machinery with all guards in place. Tampering with safety devices is cause for immediate disciplinary action.
- Do not operate any machine you are not familiar with or have not been trained on and authorized to use.
- Machines must never be cleaned, adjusted, or repaired until the machine is turned off, the circuit is interrupted at the power source (including lock-out) and a warning tag is placed at the controls.
- Any defects in materials, machinery, tools, and equipment must be reported immediately to a supervisor, safety personnel, or management.
- Do not leave tools, materials, or other objects on the floor that might cause others to trip and fall.
- Do not block exits, fire doors, aisles, fire extinguishers, gas meters, electrical panels, or traffic lanes.
- Avoid injury by attempting to lift or push excessive loads. If an object is too heavy to move without strain, ask for help.
- Observe the correct posture for lifting. Stand with your feet slightly apart, assume a squatting position with knees bent, and tuck your chin into your chest. Tilt head forward, grasp the load with both hands, and gradually push up with your legs, keeping your back straight and avoiding any abrupt movement.
- Do not distract others while working. When approaching a coworker for any purpose, do so from the front or the side in a way that they will see you coming and will not be startled or surprised. If conversation is necessary, first make sure that it is safe.
- Do not allow oil, water, or any other material to remain on the floor for long periods of time when you or others may slip. Report any slip and fall problems to your supervisor.
- When handling hazardous materials be sure to follow prescribed safety procedures and use required safety equipment. When using secondary containers filled by others, be sure they are labeled as to their contents and hazards. Know your Material Data Safety Sheets (MSDS) and where they are located. Review them often.
- Use appropriate gloves when handling materials with sharp or jagged edges, when handling chemicals, when handling hot material, or to protect your hands in general.
- Do not attempt to operate machinery for which you are not trained.
- Unnecessary and excessive haste is the cause of many accidents. Exercise caution always.



- All work-related injuries and accidents, no matter how minor, must be reported immediately to your supervisor, safety personnel, or management.
- Employees should understand and comply with all sections of the ANSI Z133.1 Standard that apply to their job activities.

All employees must be thoroughly familiar with these basic safety rules. Failure to comply with safety rules or procedures, or failure to wear the appropriate safety equipment, will result in disciplinary action up to and including termination.

#### **Quality Control Plan:**

If required, CTC can have a Certified Arborist on site to ensure the quality of work performed by all CTC employees. All employees have been trained in Arboriculture practices upon employment. Certifications include and are not limited to:

I.S.A. – International Society of Arboriculture

K.A.A. – Kansas Arborists Association

T.C.I.A. – Tree Care Industry Association

Constant monitoring of all crews will be provided daily to ensure safety and the quality of work performed is attained. CTC will meet with the client's representative for a quality check on completed work to ensure client satisfaction. If there is an issue that needs corrected, it will be done so in a timely manner.

#### **Safety & Protection Plans & Submittals:**

The following policies of CTC are not inflexible rules or requirements. They may be changed by the company at any time without notice or modified as individual circumstances may require in the best interests of efficient management of the Company. Nothing in the policies as they now exist, or may in the future be revised, is intended, or should be construed as a contract of employment, express or implied, nor as a promise of employment for a specific period of time, nor as a requirement that any specific procedure be followed in handling personnel issues.

Company management will provide safe and healthy working conditions. All employees must always follow safe practices. All employees must accept and follow all the rules of safety.

Whenever an employee finds an unsafe condition, they must report it immediately to their supervisor, safety personnel, or management. Any injury that occurs on the job, even a slight cut or strain, is to be reported to management as soon as possible. In no circumstance except an emergency, should an employee leave a shift without reporting an injury that occurred.

All employees including office personnel will be trained in safe practices. The training will be done by video or by training from the employees' supervisor.

If any unsafe practices are observed, the employee will receive a written violation warning. Once the employee receives three (3) written warnings, he or she will be automatically suspended for one (1) workday without pay.

CTC will make every effort to maintain safe working conditions. However, the principal responsibility for safety falls upon you, the employee. All employees are asked to inform their supervisor, safety committee personnel, or management of any



work hazards of which they might be aware. CTC will arrange for you to supply information anonymously if you do not wish to be identified. No employee should fear reprisal for notifying management of any safety hazards. In fact, we encourage all employees to inform us immediately of any hazard, no matter how small it may seem.

All safety and health suggestions that we receive will be reviewed. We will then determine what action is necessary. All suggestions shall receive a response.

The injured employee's supervisor or a member of management will investigate all occupational injuries and illnesses that are job-related. Particular attention will be given to methods that prevent future situations that caused the injury or illness.

All employees will receive prompt and timely safety training. Safety rules and safe practices will be emphasized at these training sessions.

All new employees will receive a copy of the summary, to be signed and put in their file, indicating that they have been trained at the beginning of employment. Any employee given a new job assignment, for which training has not previously been received, will be trained in that particular job immediately.

Records will be kept of all training provided. These records will indicate the type of training given, date, the name of the training provider and the employee's signature.

#### **Basic Safety Accident & Protection Plans:**

All Employees of CTC will adhere to the following safety and accident protection plans while working.

Employee responsibilities for safety include the following:

- Adhere to all safety rules and regulations.
- Wear appropriate safety equipment as required.
- Maintain equipment in good condition, with all safety guards in place when in operation.
- Report all injuries and near misses, no matter how minor, immediately to their supervisor, safety personnel or management.
- Encourage coworkers to work safely.
- Report unsafe acts and conditions to their supervisor, safety personnel, or management.

#### **Safety Coordinators:**

Greg Gathers (785) 221-7550

Jeremy Britton (256) 749-4886

Others TBD

One or all the Safety Coordinators listed above will be always on site and will be responsible for overseeing safety on site throughout the duration of the contract. The numbers listed above are cell phone numbers and all employees will have cell phones and/or two-way radios for communication.





### **ANSI Z133 Standard & Employee Understanding:**

As an employee of CTC, you need to review and understand the requirements of the ANSI Z133.1-2000 Standard.

You need to understand that the Z133 Standard was developed by arborists, for arborists under the standards-developing procedures created by the American National Standards Institute, creating what these industry's safety experts feel are the minimum acceptable standards of practice for safety in arboriculture. It represents the collective wisdom and experience of countless arborists.

You need to understand the difference between "Should" and "Shall" as they are used in the standard. The word "Should" indicates an advisory statement where it is feasible that the actions you take might be different from the prescribed practice. A "Shall" indicates a mandatory requirement, where it is inconceivable that your actions would have to deviate from the prescribed practice, except where exceptions are noted in the Standard.

Finally, you need to understand that the Z133 Standard does not take precedence over, or take the place of, the safe work policies of CTC.

### **Safety Rules – Accident Prevention:**

For the protection and safety of all employees, CTC has established the following rules designed to prevent accidents and injuries. Compliance with these rules is mandatory. Documentation will be made when the rules are distributed to new employees.

- Proper footwear and clothing will be always worn.
- Do not wear loose clothing, jewelry, or keep long hair in a down position. There is a danger of catching such articles in moving machinery.
- Horseplay, running, fighting or any activity that may result in injury or waste will not be tolerated.
- Appropriate personal protective equipment, or PPE, will be worn for the task (s) at hand, as specified by training and job briefing(s).
- While on duty, the use of or being under the influence of alcohol, narcotics, intoxicants or similar mind-altering substances is strictly prohibited. Individuals found to be in violation of this policy will be subject to disciplinary action up to and including possible termination of employment, even for a first offense.
- Operate machinery with all guards in place. Tampering with safety devices is cause for immediate disciplinary action.
- Do not operate any machine you are not familiar with or have not been trained on and authorized to use.
- Machines must never be cleaned, adjusted, or repaired until the machine is turned off, the circuit is interrupted at the power source (including lock-out) and a warning tag is placed at the controls.
- Any defects in materials, machinery, tools, and equipment must be reported immediately to a supervisor, safety personnel, or management.
- Do not leave tools, materials, or other objects on the floor that might cause others to trip and fall.
- Do not block exits, fire doors, aisles, fire extinguishers, gas meters, electric\la panels or traffic lanes.
- Avoid injury by attempting to lift or push excessive loads. If an object is too heavy to move without strains, ask for help.



- Observe the correct posture for lifting. Stand with your feet slightly apart, assume a squatting position with knees bent, and tuck your chin into your chest. Tilt head forward, grasp the load with both hands, and gradually push up with your legs, keeping your back straight and avoiding any abrupt movement.
- Do not distract others while working. When approaching a coworker for any purpose, do so from the front or the side in a way that they will see you coming and will not be startled or surprised. If conversation is necessary, first make sure that it is safe.
- Do not allow oil, water, or any other material to remain on the floor for long periods of time when you or others may slip. Report any slip and fall problems to your supervisor.
- When handling hazardous materials be sure to follow prescribed safety procedures and use the required safety equipment. When using secondary containers filled by others, be sure they are labeled as to their contents and hazards. Know the Material Data Safety Sheets (MSDS) and where they are located. Review them often.
- Use appropriate gloves when handling materials with sharp or jagged edges, when handling chemicals, when handling hot material, or to protect your hands in general.
- Do not attempt to operate machinery for which you are not trained.
- Unnecessary and excessive haste is the cause of many accidents. Exercise caution always.
- All work-related injuries and accidents, no matter how minor, must be reported immediately to your supervisor, safety personnel, or management.
- Employees should understand and comply with all sections of the ANSI Z133.1 Standard that apply to their job activities.

All employees must be thoroughly familiar with these basic safety rules. Failure to comply with safety rules or procedures, or failure to wear the appropriate safety equipment, will result in disciplinary action up to and including termination.

**Personal Protective Equipment:**

Hazard Assessment for Person Protective Equipment

The following table contains descriptions of the PPE required for typical tasks encountered in tree care and some of the potential hazards associated with them. Always ensure that your PPE fits properly as outlined in the training provided at the time of employment at CTC.

Tasks	Potential Hazards	Information Sources	PPE Required
Aerial lift operations	Conductors, equipment failure, falls, hydraulic leaks, steep/uneven slopes	Tailgate Session #24; ANSI Z133.1 5, 6.2	Hard hat, safety glasses, hearing protection, gloves, full body harness & shock absorbing lanyard or body belt and lanyard



<b>Brush removal &amp; chipping</b>	Awkward movements and postures, flying debris, carrying heavy weights, moving parts, noise, slips, trips, and falls	Tailgate Session #39; Tailgate Session #18; ANSI Z133.1 9.6	Hardhat, safety glasses, face shield, hearing protection, gloves
<b>Chain saw maintenance</b>	Hot exhausts, cuts	Tailgate Session #28	Hardhat, safety glasses, gloves
<b>Chain saw Operation</b>	Awkward postures, hot exhausts, cuts improper stance, kickback, noise, slips, trips, and falls; vibrations	Tailgate Session #29; ANSI Z133.1 7.2	Hard hat, safety glasses, hearing protection, gloves, chainsaw chaps (when working on the ground)
<b>Chipper Maintenance</b>	Amputation, cuts, pinch points	Tailgate Session #60, ANSI Z133.1 6.3	Hard hat, safety glasses, hearing protection, gloves
<b>Climbing</b>	Cutting climbing line, falls, conductors, rope failure, tree decay, worn equipment, insects/animals	Tailgate Sessions #19, 20, 31, 32; ANSI Z133.a 5,9.1	Hard hat, safety glasses, hearing protection, gloves, fall protection
<b>Driving</b>	Other drivers, road and weather conditions	Tailgate Sessions #41, 42, 43, 44	Seatbelts
<b>Hand Tool Use</b>	Awkward postures, conductors, cuts, splinters	Tailgate Session #30; ANSI Z133.1 5, 8.1-8.10	Hard hat, safety glasses, gloves
<b>Ladder Use</b>	Conductors, falls, ladder failure	Tailgate Session #22; ANSI Z133.1 8.11	Hard hat, safety glasses

<b>Limb Removal for Take-Down</b>	Breaking ropes and/or crotches, conductors, falling and/or splitting limbs	Tailgate Session #37; ANSI Z133.1 5, 9.4	Hard hat, safety glasses, gloves
<b>Limbing and Bucking</b>	Awkward posture, limbs; snapping, slips, trips, and falls, tree rolling	Tailgate Session #37; ANSI Z133.1 9.7	Hard hat, safety glasses, gloves
<b>Use of mower, brush cutter, string trimmer</b>	Hidden objects, terrain, traffic		Hard hat, safety glasses; hearing protection
<b>Pesticide Handling &amp; Application/Spraying &amp; Spill cleanup</b>	Equipment failure, excessive drift, poor personal hygiene, spills, vehicle collision	Tailgate Session #45, %54, ANSI Z133.1 6.4	Hard hat, goggles or face shield, long sleeved shirt, rubber boots (if walking) chemical resistant gloves
<b>Pruning and Trimming</b>	Barber chairs, falling branches, conductors	Tailgate Session #33; ANSI Z133.1 5, 9.2	Hard hat, safety glasses
<b>Storm Work</b>	Hidden/dislodged conductors, damaged trees, wood under tension, fatigue, working at night, working on unfamiliar system, unannounced re-energized of lines	Tailgate Session #10; ANSI Z133.1 5, 9.2	Hard hat, safety glasses, foul weather gear
<b>Stump Grinding</b>	Flying debris, moving parts, noise	Tailgate Session #40; ANSI Z133.1 6.5	Hard hat, safety glasses, face shield, hearing protection



<b>Traffic Control</b>	Topography, volume and speed of traffic, time of day, weather conditions	Tailgate Session 3; ANSI Z133.1 4.4	Hard hat, safety glasses, reflective vest, flag or signs
<b>Trailer Towing &amp; Setup</b>	Hitch failure, jack failures, vehicular traffic	Tailgate Session #38	Hard hat, safety glasses, traffic cones and signs, gloves
<b>Tree Take-Down</b>	Barber chairs, conductors, cuts, struck-bys	Tailgate Session #36; ANSI Z133.1 5, 9.5	Hard hat, safety glasses, hearing protection, gloves, chainsaw chaps

NOTE: the hazards in bold represent Musculo-skeletal disorder (MSD) risk factors that should be minimized (duration, frequency and/or magnitude) to the extent possible or eliminated. MSD signs are decreased range of motion, deformity, decreased grip strength and loss of function. MSD symptoms are numbness, burning, pain, tingling, cramping and stiffness. Other hazards that apply to some/all the above tasks: Drug Use and/or Alcohol Abuse; Fatigue; Fire; Lyme Disease; Poisonous Plants; Violent Workers/Customers; Weather.

**Back Injury Prevention:**

**Causes of Back Injury**

Pulling, twisting, and slipping are the most common causes of back injuries. Lifting objects improperly can also hurt the back. Lifting with the back and not the legs, lifting from an awkward position, or trying to move material too large for one person can lead to injury.

Even simple movements can cause back injury. Stepping from a truck, bending over for a small tool, or over-reaching can strain back muscles.

Table 1 below ranks the most frequent causes of back injury in tree care in descending order.

Table 1-How Back Injuries Happen

**Lifting...**

Large objects

Irregularly shaped objects



Over the shoulder

**Twisting...**

While feeding brush into the chipper

While positioning in a bucket or a tree

While dragging brush, reaching, using long poles

From sudden slips due to poor ground conditions

On slippery equipment in snow or rain

**Jumping...**

Off truck bed or out of truck cab

Over fences

Off ladders

Out of trees

**Pulling...**

Ropes hangers

Trees, on removals

Muscle strains and sprains-soft tissue injuries-cause most arborists' back problems. These are temporary injuries. More important, strains and sprains usually precede more serious, chronic, and debilitating injuries to the ligaments, discs and vertebrae. In a sense, soft tissue injuries are warning signals that more serious, permanent injury could occur. Therefore, your back-injury prevention program should focus on preventing strains and sprains.

**Preventive measures**

Arborists can keep their backs healthy with stretching and exercise, by knowing how the back works, and by using simple lifting techniques.

Here are attainable objectives for your company's back injury prevention program:

Provide continuous training for all employees to raise their awareness of how the back can be injured.

Develop action steps employees can use to detect and eliminate conditions likely to cause back injury- see this program's sections on hazard reporting (16), safety committees (23), job hazard assessment (15) and job briefings (17).

Motivate employees to take responsibility for back safety at work and at home.



The following procedures are taken from Annex C of the ANSI Z133 Standard:

Before lifting any weight:

Be sure to clear the travel path available if the weight is to be carried from one place to another.

Decide exactly how the object should be grasped to avoid sharp edges, splinters, or other things that might cause injury.

- Make a preliminary lift to be sure the load can be safely handled.
- Place feet solidly on the walking surface.
- Crouch as close to the load as possible with legs bent at an angle of about 90 degrees.
- Keep back as straight as possible. It may be far from vertical but should not be arched.
- Lift with the legs, not the back, keeping the weight as close to the body as possible.
- Use a second worker when necessary.

### **Stretching and exercises**

The professional athlete must maintain a high level of production and effort to win. The same is true for an arborist, who must perform at peak efficiency.

Strains of the lower back muscles, the most common back injury, usually occur because the muscles are cold and tight. If the athlete warms up and stretches to avoid injury, then why not the tree worker?

CTC will provide you with information on simple, quick warm-up/stretching that you can perform prior to heavy exertion.

### **Early Return to Work**

CTC participates in an Early Return to Work Program with local providers closest to the job site for the treatment of all work-related injuries.

If you are injured at work, you must report the injury to your supervisor immediately. If medical treatment is necessary and you haven't designated a treating physician, you must go to the nearest medical facility.

You must also complete an Employee Claim for Workers' Compensation Benefits form as soon after an accident as possible.

If you are unable to return to the regular position due to a workplace injury, you should discuss with the doctor the possibility of working in a light duty job until the doctor releases you for full duty. If the doctor releases you for light duty, your supervisor will be notified the same day.

Modified jobs will be identified after obtaining your physical restrictions. "Modified" might be your regular job, modified by removing heavier tasks and reassigning these to other employees; a different regular job currently existing at the workplace; or a job which is specifically designed around your restrictions. A modified job offer will be made only when the work is available and of benefit to the company. Part-time work will be considered as modified work, if medically indicated. Each case will be assessed individually based on need. Modified work may not be implemented every time there is a loss claim. Wages will not necessarily be the same as those of the regular job.

If you take off work completely, or if light duty work is unavailable, you must report your medical condition and progress to the supervisor at least once a week.



## Disciplinary Procedures

Employees who fail to comply with safety rules will be subject to disciplinary action up to and including termination. Supervisors will follow the normal disciplinary procedures as follows:

- 1) Verbal counseling must be documented in the employee's personnel file.
- 2) Written warning-outlining nature of offense and necessary corrective action.
- 3) Suspension without pay-once (1) working day without pay-the third step or a separate disciplinary action resulting from a serious violation.
- 4) Termination-if an employee is to be terminated, specific and documented communication between the supervisor and the employee must occur.

Supervisors will be subject to disciplinary action for the following reasons:

- Repeated safety rule violation by their department employees.
- Failure to provide adequate training prior to job assignment.
- Failure to report accidents and provide medical attention to employees injured at work.
- Failure to control unsafe conditions or work practices.
- Failure to maintain good housekeeping standards and cleanliness in their departments.

Supervisors who fail to maintain high standards of safety within their departments will be demoted or terminated after three documented warnings have been levied during any calendar year.

## Accident Reporting & Investigation

It is the policy of CTC to carry out a thorough program of accident reporting and investigation. Supervisory personnel will be primarily responsible for investigating all accidents in their area. Accidents involving fire, death, serious injury, or extensive property damage will be investigated jointly by the supervisor and upper management.

The primary goal of the accident investigation program is the prevention of future accidents using knowledge derived from the investigation. Additionally, the investigation will be used to prepare reports required by Federal and State law as well as the Workers Compensation insurance carrier. These reports are critical in establishing the company's and the supervisor's liability under the law.

When an employee is injured at work the supervisor is responsible for taking emergency action to have first aid administered, to obtain professional medical attention as soon as possible, and to protect other employees and equipment. The supervisor must then begin to investigate the circumstances of the accident. The following procedures have been found to be effective when investigating accidents.

**Go** to the scene of the accident at once.

**Talk** with the injured person if possible. Talk to witnesses. Stress getting the facts-not placing blame or responsibility. Ask open-ended questions.

**Listen** for clues in the conversations around you.





**Encourage** people to give their ideas for preventing a similar accident.

**Study** possible causes-unsafe conditions, unsafe practices.

**Confer** with interested persons about possible solutions.

**Write** your accident report giving a complete accurate account of the accident.

**Follow up** to make sure conditions are corrected. If they cannot be corrected immediately, report this to your supervisor.

**Publicize** corrective action taken so that all may benefit from the experience.

*Notify the Safety Coordinator(s) as well as the Project Officer (PO) and immediately with information regarding with whom, how, where, when, seriousness of accident and medical treatment received of the injured person or persons whenever an accident occurs. Accident scenes shall not be disturbed until released by investigating personnel with the exception of emergency rescue and emergency measures.*

#### **Vehicle Accidents-What to do:**

Make sure your vehicle has a fully stocked accident kit. The kit should contain:

- Current vehicle registration
- Current proof of vehicle insurance
- Several business cards from the owner or manager
- Pen, and or pencil
- Accident reporting form from your office and insurance company
- Trailer registration if applicable
- Several witness cards

Attend to all injured victims. Assess the situation and attend to the most seriously injured first. Do not move any victim unless there is danger from other vehicles and traffic, or danger of fire or explosion. Do not move vehicles. The police need to see the accident prior to moving any vehicle (s). Protect the scene of the accident by placing flares, flags, or reflectors where they can be seen by approaching traffic. Physically direct traffic around the accident scene if necessary; do not expose yourself to danger in traffic. If your vehicle is moved, get the name of the person or company that moved it. If it is removed from the scene, find out where it is taken. Conduct your own investigation.

Get the names, addresses, phone numbers, driver's license number, vehicle license numbers, and insurance companies of all persons involved, year, make, and model of all vehicles involved. Offer the same information about yourself and your vehicle to others involved. Contact the office to let them know what has happened, and whether anyone was injured and/or taken to a hospital for emergency treatment. Do not admit fault or discuss the accident with anyone except the office of police.

#### **Non-Emergency Injuries**

If necessary, any employee(s) requiring treatment for all non-emergency injuries, or post emergency medical treatment that has been provided by local hospital, will be transferred to: TBD.



## **Emergency Action Plan**

The following details the organizational structure of our plan and outlines emergency measures to be taken in the event of fire or another emergency.

Remember, your conduct and actions during the first few minutes of any emergency may not only save your life, but the lives of your fellow workers and other members of the community as well. Each truck will have emergency numbers available for ambulances, physician, hospital, fire and local police. Use most effective means of communication based on your location (cellular phone -- if adequate service), two-way radio, hard line telephone or other acceptable means.

## **General Information**

Two important telephone calls need to be made if the facility is to be evacuated because of a fire or disaster within the facility, or an external hazardous condition threatening the facility. If either of these two situations occurs; notify 911 (Emergency Medical Services and Police).

Upon order of management if you are working near a building and a fire breaks out, call emergency numbers if you cannot contain. Going into a building to let someone know of a fire outside the building is acceptable, however, the occupants will have their own safety officer and should have already been briefed in evacuation procedures.

Materials and supplies to be evacuated include, but may not be limited to, first aid kits, the MSDS binder and the personnel roster.

## **Responsibilities**

The Safety Director will:

- Coordinate the Emergency Evacuation Plan throughout the facility.
- Make certain the Program is familiar to all personnel and that all new employees are promptly oriented.
- Schedule education as necessary.

The Safety Director will be aided by the Supervisors who will:

- Facilitate the Emergency Evacuation Plan.
- Keep contact check on all personnel to be sure that they are completely familiar with all phases of the Plan that they are required to know.
- See that personnel participate in awareness training, fire classes, and other practice sessions as necessary.
- Be certain that all personnel are familiar with fire extinguishers and make thorough fire prevention inspections when they are assigned to do so.
- Take the necessary steps required to correct any fire hazards discovered.

It is the duty of every employee to:

- Be completely familiar with the Emergency Evacuation Plan and their duties of responsibilities in the program.
- Participate in all fire drills and practice sessions.
- Attend all fire training classes when assigned.



- Learn the location of, and how to operate all fire extinguishing equipment.
- Report any fire and/or safety hazard.

### **Fire Emergency Plan**

#### **Keep Calm...Report all fires and smoke.**

Personnel have been assigned to:

Notify the fire department.

- 1) For Emergency situation call 911.
- 2) For non-emergency situations call the COO.

The person reporting the fire to the fire department will provide them with the following information.

- Custom Tree Care, Inc.
- Address of incident
- What is burning (machines, paper, etc.)
- Location of fire (roof, plant, office, etc.)
- Type of fire (electrical, liquid, etc.)

Additional assignments have been made to attempt to extinguish fires with the use of on-premises equipment (extinguishers, hoses, etc.). A minimum of two people is required to fight a fire. To ensure employee safety, this is to be done only during the early stages of the fire. If the fire cannot be extinguished by the time your fire extinguisher runs out (roughly five (5) minutes) then you must notify emergency immediately.

Working away from the involved area, personnel will be assigned to:

- Check the driveways to see that they are clear for entry of firefighting equipment.
- Wait at the front entrance for the arrival of firefighting equipment. Direct the firemen to the fire if necessary.

Re-entry onto the property will not be permitted until it is declared safe to do so by management, or by the local fire/law enforcement officials.

### **Hazard Communication**

**Name of Contact Person: Greg Gathers**

**Title: President – CTC Disaster Response, Inc.**

### **Hazard Evaluation**

Chemical manufacturers and importers are required to review the available scientific evidence concerning the hazards of the chemicals they produce, and then report that information to employees who purchase their product. In most cases CTC will choose to rely on the evaluation performed by our suppliers. If for some reason we do not trust the evaluation of the manufacturer, we will arrange for additional testing.



We will consider the following chemicals used in our business to be hazardous:

- Diesel Fuel
- Gasoline

### **Label & Other Forms of Warning**

We will make certain that containers are adequately labeled to identify the hazardous chemicals they contain and will show hazard warnings appropriate for your protection. The warnings will use a combination of words, pictures and symbols that will communicate the hazards of the chemical (s) in the container. The labels will be legible and prominently displayed. Our training program will include instruction on how to read and interpret label information.

Exceptions to this rule are as follows:

- We are permitted to post signs that convey the hazard information if there are several stationary containers in each area, which have similar contents and hazards.
- We are not required to label portable containers if the transferred chemical is for immediate use by the employee who made the transfer.
- We are not required to label pipes or piping systems.

### **Employee Training**

It is the goal of CTC to provide hazard communication training during the first 30 days of employment and whenever a new chemical is introduced to a given work area. Training will be done in a meeting setting and will be conducted by the Program Coordinator or another who has been properly trained.

The training program will consist of:

- How the hazard communication program is implemented, how to read and interpret information on labels and MSDS, and how employees can obtain and use the available hazard information.
- The hazards of chemicals to which employees are exposed in the work area.
- Measures employees can take to protect themselves from the hazards.
- Specific procedures put into effect by the company to provide protection, such as personal protective equipment, mechanical guards, or protective processes.
- Methods that you can use, such as visual appearance or smell, to detect presence of hazardous chemicals to which you or your co-workers may be exposed.
- Name and/or job title of who you can go to if you have questions.

### **Quality & Warranty of Work**

CTC will provide a service that meets and exceeds standards of excellence. The work done on all our projects is guaranteed to be done in a timely, professional manner with expertise in all aspects of arboriculture. Upon completion of work assigned, a Certified Arborist will be available to go through with the project coordinator to ensure the work performed meets and exceeds his or her expectations. Letters of recommendation are available upon request. A listing of past performance is also available noting work done both as a Prime Contractor and a Sub-Contractor.



**Quality Control**

Greg Gathers – President – CTC Disaster Response, Inc. shall be responsible for overseeing all aspects of quality control throughout the duration of the project. Greg is a Certified Arborist with the KAA and ISA and has authority to make recommendations and implement plans of action for all tree care operations. Proof of certification including Membership and Certification Numbers will be provided to the current Contract Administrator of this agreement.



FORMS & ADDITIONAL INFORMATION

BONDING LETTER



**FINANCIAL SURETY UNDERWRITERS, LLC**

January 3, 2023

To Whom It May Concern

RE: CTC Disaster Response, Inc..

CTC Disaster Response, Inc. (CTC) has current potential bonding capacity with surety Atlantic Specialty Insurance Company (Atlantic Specialty) of up to \$20,000,000. Atlantic Specialty strongly recommends CTC for any project based on its knowledge of and experience with the company. This surety is rated A+ by A.M. Best. Bonding support for all Atlantic Specialty clients is conditioned on acceptable terms and conditions of contracts and bond forms and those clients continuing to meet annual underwriting parameters. Any arrangement for bonding is ultimately a matter between the Atlantic Specialty and CTC and we assume no liability to third parties if for any reason any bonds are not executed.

Sincerely,

Mike Gardner  
Account Executive/Licensed Agent

4956 SUGAR PIKE ROAD  
CANTON, GA 30115  
878-297-5588 FAX 878-297-0179



CERTIFICATES, INSURANCE & W-9



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Best Insurance Group Inc. P.O. Box 67 Trussville AL 35173	<b>CONTACT NAME:</b> Deborah Connell <b>PHONE:</b> 205-655-2120 <b>FAX:</b> 205-655-4895 <b>EMAIL:</b> dconnell@bestinsgrp.com <b>ADDRESS:</b>
<b>INSURER A:</b> American Interstate Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b>	<b>INSURER(S) AFFORDING COVERAGE:</b> <b>NAME #:</b> 31896

**COVERAGES**      **CERTIFICATE NUMBER:** 305039415      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTZ		INSR		(MM/DD/YYYY)	(MM/DD/YYYY)	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOG <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL A & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER:
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER:
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/OWNER/EXECUTIVE OFFICERS AND EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	AVWCKS3167022023 AVWCKS31571122023	2/12/2023 2/12/2023	2/12/2024 2/12/2024	<input checked="" type="checkbox"/> PER STATE <input type="checkbox"/> OTHER E.L. FACIL ACCIDENT \$ 1,000,000 E.L. DISEASE - FA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Officer/Members excluded from Work Comp: Maura Galhern  
 Work Comp - Florida, Mississippi, Oklahoma, Oregon, Kansas, Georgia, North Carolina, Texas, Indiana.

<b>CERTIFICATE HOLDER</b>  EVIDENCE OF INSURANCE FOR BIDDING PURPOSES ONLY. CTC DISASTER RESPONSE INC.	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
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**CERTIFICATE OF LIABILITY INSURANCE**

CUSTTRE-03

**DROWE**

DATE (MM/DD/YYYY)  
2/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Peoples Insurance Group 1415 SW Topeka Blvd Topeka, KS 66612	<b>CONTACT</b> Derek Rowe PHONE (MO, TR, EXT) (785) 271-8007 FAX (MO, EXT) EMAIL drowe@peoplesinsure.com ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Specialty Underwriters Ins Co 13037 INSURER B: Cincinnati Insurance Company 10677 INSURER C: Evanston Insurance Company 35378 INSURER D: INSURER E: INSURER F:
<b>INSURED</b> CTC Disaster Response, Inc. 6021 SW 28th St. PMB #130 Topeka, KS 66614		

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
TYPE		INSUR		DATE	DATE	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGREE (A) USE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> TDC <input type="checkbox"/> OTHER		CSU 0203799	2/14/2023	2/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL A ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOD. AGG. \$ 2,000,000 \$ CONVERTED APPEAL LIMIT (EACH OCCUR) \$ 1,000,000 \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$ \$ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> AUTO ONLY <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTO ONLY  <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-SCHEDULED		EBA 0677479	2/14/2023	2/14/2024	\$ \$ \$ \$ \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  DEF <input type="checkbox"/> RETENTION \$		ENP 0677470	2/14/2023	2/14/2024	CASH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY any employee not named/excused? (mandatory in WA) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A if yes, describe under WHICH POLICY OR POLICIES below					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> P.L. EACH ACCIDENT \$ P.L. DISEASE - PAID OVER \$ P.L. DISEASE - POLICY LIMIT \$
A	Excess Liability-GL		CSU 0203701	2/14/2023	2/14/2024	Limit 5,000,000
C	Pollution Liability		CPLMOL115336	2/14/2023	2/14/2024	Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 L/R Equipment Coverage - \$420,000

<b>CERTIFICATE HOLDER</b> Insured Copy For Informational Purposes Only	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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W-9 FORM

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Custom Tree Care, Inc.

2 Business name/disregarded entity name, if different from above  
CTC Disaster Response, Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes:

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*Applies to accounts maintained outside the U.S.*

5 Address (number, street, and apt. or suite no.) See instructions.  
6021 SW 29th St. PMB#130

6 City, state, and ZIP code  
Topeka, KS 66614

7 List account number(s) here (optional)

8 Requestor's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requestor* for guidelines on whose number to enter.

Social security number  
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]

OR  
Employer identification number  
4 8 - 1 2 4 5 9 6 8

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶

Date ▶ 1/20/2023

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is Backup Withholding*, later.



## AFFIRMATIVE ACTION PLAN

### Policy Statement

It is the policy of CTC that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors. Suppliers and other required personnel on all contracts awarded by our Contracting Partners

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between the contracting agency and CTC, Inc. unless otherwise designated in the signed contract. Subcontractors and/or suppliers to CTC, Inc. will also be bound by the requirements of Rule Chapter 14-78 F.A.C.

CTC, Inc., and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses can compete and perform work contracted.

CTC, Inc., and its subcontractors shall not discriminate based on race, color, religion, national origin, disability, sex or in the administration of contracts.

CTC, Inc. has designated and appointed a Liaison Officer to develop, maintain and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout CTC, Inc. and to disadvantaged controlled businesses. The statement is posted on notice boards of the company.

Greg Gathers, President

CTC Disaster Response, Inc.  
4011 SW 29<sup>th</sup> St. #130  
Topeka, KS 66614  
(785) 478-9805



## **I. DESIGNATION OF LIAISON OFFICER**

CTC, Inc. will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with the Florida Department of Transportation. A Liaison Officer has been appointed to develop and maintain this Affirmative Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C.

The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring CTC, Inc. the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- 1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all governmental contracts.
- 2) The Liaison Officer will submit all records, reports, and documents required by the governmental agencies, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of the individual governmental agencies.
- 3) The following individual has been designated Liaison Officer with responsibility for implementing CTC, Inc. affirmative action program in accordance with the requirements of local, state and Federal government agency contracts.

## **II. AFFIRMATIVE ACTION METHODS**

To formulate a realistic Affirmative Action Plan, CTC, Inc. has first identified the following known barriers to participation by disadvantaged subcontractors. These barriers are:

- 1) Lack of qualified disadvantaged subcontractors in our specific geographical areas of work.
- 2) Lack of certified disadvantage subcontractors who seek to perform under specified contracts.
- 3) Lack of interest in performing under specified contracts.
- 4) Lack of response when requested to bid.
- 5) Limited knowledge of the specified governmental contracts plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of CTC, Inc. to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with the various and individual governmental contracts. CTC, Inc. will:

- 1) Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted.
- 2) Advertise in minority focused media concerning subcontract opportunities with the Company.
- 3) Select portions of the work to be performed by DBEs in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- 4) Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities.



- 5) Waive requirements of performance bonds where it is practical to do so.
- 6) Attending pre-bid meetings held by the governmental contracting agency to apprise disadvantaged subcontractors of opportunities with the Company.
- 7) Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the company is interested in the subcontract opportunity.

CTC, Inc. understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

### **III. IMPLEMENTATION**

On contracts with specific DBE goals, CTC, Inc. will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, CTC will, as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

### **IV. REPORTING**

- 1) CTC, Inc. shall keep and maintain such records as are necessary to illustrate and demonstrate compliance with its' DBE Affirmative Action Plan.
- 2) CTC, Inc. will design its record keeping system to indicate:
- 3) The number of DBE subcontractors and suppliers used, including items of work, materials and services provided.
- 4) The efforts and progress being made in obtaining DBE subcontractors through local and community sources.
- 5) Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all governmental agencies' projects.
- 6) CTC, Inc. shall comply with any governmental agencies' requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

### **V. DBE DIRECTORIES**

CTC, Inc. will utilize the DBE Directory published by each governmental agency for that specific city, state, county and/or region, including agencies such as Natural Resources Conservation Service, State Departments of Transportation, and other required agencies.

CTC, Inc. will distribute Form Number 275-030-01, Schedule A Certification Form Number 1, to potential DBE contractors and assist in their completion.



## INVITATION TO BID

Notice is hereby given that Sheridan County is inviting "Qualified" General Contractors to submit a sealed bid for furnishing labor, materials and equipment required to complete a 50.9-acre Little Big Horn Canyon Fuels Treatment Project. Project includes thinning trees below 10" DBH, masticating, or cutting and piling understory brush, slash, and dead down woody materials, with option to remove cut Forest Products. Project can be accessed via Little Big Horn Canyon Road. Work is to be completed within one hundred and seventy-five days (150) from December 16, 2024 through May 15, 2025. A **Mandatory** pre-bid meeting and mandatory site visit will be held starting at 10:00 a.m., November 22, 2024, at the state line on Little Big Horn Canyon Road. Little Big Horn Canyon Road is rough and rocky, it is suggested that participants come prepared with transportation that will facilitate timely access to this unit.

Contract Documents can be picked up in the office of the Sheridan County Commissioners, second floor, Courthouse addition, between 8:00 AM and 5:00 PM. To receive contract documents via e-mail, or mail call Cameron Duff 307-675-2910 or email at [cduff@sheridancountywy.gov](mailto:cduff@sheridancountywy.gov). Sealed bids marked "Little Big Horn Canyon Fuels Treatment Project" will be accepted at County Commissioners' Office, 224 S. Main Street, Suite B-1, Sheridan, Wyoming 82801 until 2:00 PM December 3, 2024. At that time bids will be opened in the Public Meeting Room, 2<sup>nd</sup> floor, Courthouse addition. Sheridan County reserves that right to reject any and all bids and to waive any irregularities and informalities in the bid submittal and evaluation process. The bidder will be required to comply with all applicable federal, state, and local laws, and regulations.

BY ORDER OF THE BOARD  
SHERIDAN COUNTY COMMISSIONERS  
NICK SIDDLE, COMMISSION CHAIRMAN

## INVITATION TO BID

Notice is hereby given that Sheridan County is inviting "Qualified" General Contractors to submit a sealed bid for furnishing labor, materials and equipment required to complete a 50.9-acre Little Big Horn Canyon Fuels Treatment Project. Project includes thinning trees below 10" DBH, masticating, or cutting and piling understory brush, slash, and dead down woody materials, with option to remove cut Forest Products. Project can be accessed via Little Big Horn Canyon Road. Work is to be completed within one hundred and seventy-five days (150) from December 16, 2024 through May 15, 2025. A **Mandatory** pre-bid meeting and mandatory site visit will be held starting at 10:00 a.m., November 22, 2024, at the state line on Little Big Horn Canyon Road. Little Big Horn Canyon Road is rough and rocky, it is suggested that participants come prepared with transportation that will facilitate timely access to this unit.

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BY ORDER OF THE BOARD  
SHERIDAN COUNTY COMMISSIONERS  
NICK SIDDLE, COMMISSION CHAIRMAN

**AGREEMENT BETWEEN THE COUNTY OF SHERIDAN, WYOMING  
AND XXXXXXX  
FOR THE LITTLE BIGHORN CANYON FUELS TREATMENT PROJECT**

1. **PARTIES**  
The parties to this Agreement are The County of Sheridan, a political subdivision of the State of Wyoming, ("County") and XXXXXX (hereinafter "Contractor").
2. **PURPOSE**  
The purpose of this Contract is to furnishing labor, materials and equipment required to complete a 50.9-acre Little Bighorn Canyon Fuels Treatment Project. Project includes cutting, removing, masticating, chipping, piling understory, brush, and clean-up of dead down woody materials, and cutting of trees.
3. **TERM**  
This Contract is for a term of one hundred and fifty (150) consecutive days from December 16, 2024, through May 15, 2025., unless sooner terminated in accordance with the provisions herein.
4. **CONTRACT PRICE, PAYMENT AND DOCUMENTS**
  - a. County agrees to pay Contractor for completion of the project a Not-To-Exceed total of xxx dollars (\$xxx.00) upon receipt of Contractor Invoice. Partial payments for completed unit or as agreed to in writing are permitted.
  - b. Any Forest Products harvested from the unit making up this project shall become the property of the contractor and may be removed from the project area, except for pine firewood in units 9,10,11.
  - c. Contractor invoices are to be billed monthly and due on the 20<sup>th</sup> day of each month and payable upon receipt by County at subsequent month-end warrant run. Amounts unpaid 30 days after receipt shall bear interest from the date of receipt by County at the rate of 1% per month, or in the absence thereof, at the legal rate prevailing in Wyoming.
  - d. The Contract Documents consist of the following:
    - i. Advertisement for Bids
    - ii. This Agreement
    - iii. Project Maps (3), Vicinity Maps (2) (Exhibit A)
    - iv. Contractor's executed Bid Form, (Exhibit B)
    - v. Project Unit Specifications, (Exhibit C)
    - vi. Insurance: The Contractor shall purchase and maintain in a company or companies lawfully authorized to do business in the state of Wyoming with an A.M. Best Rating of A or better, such insurance as will protect it from the claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents and for which Contractor may be legally liable, whether such operations be by itself or by any subcontractor, supplier, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:
      1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work;
      2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;



3. claims for damages because of bodily injury, sickness or disease or death of any person other than Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained: (1) by any person, as a result of an offense directly or indirectly related to the employment of such person by Contractor; or (2) by another person;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, or death of a person or property damage arising out of the ownership, maintenance, or use of any motor vehicle; and
7. claims involving contractual liability insurance applicable to Contractor's indemnification obligations as set forth elsewhere in the Contract Documents.
8. The Contractor shall pay any and all premiums and other applicable payments in order that all workers shall be afforded coverage under Wyoming Worker's Compensation law. The Contractor shall require all subcontractors to provide the same coverage under the Wyoming Statutes.
9. The Contractor shall provide his own insurance for tools and equipment located at the job site.

The Contractor's Commercial General Liability Insurance shall include premises – operations (including explosion, collapse, and underground coverage), elevators, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.

All general and automobile liability policies shall include County as an insured.

The foregoing liability insurance coverages shall be in the minimum amounts as set forth in the Project Manual except that the commercial general liability and automobile liability coverages shall be in the minimum amount of \$1,000,000 each. By requiring the minimum insurance coverages, County shall not be deemed in any way to limit any of the other obligations or liability of Contractor.

All of Contractor's liability coverage shall be deemed primary insurance to any similar insurance Owner may obtain for its own benefit, which shall be excess or secondary but not contributing insurance.

Such insurance shall not be written for amounts less than the following by Insurance Companies acceptable to the County.

1. Workmen's compensation as required by all applicable Federal, State, or other laws including Employer's Liability with a limit of at least: \$500,000
2. Comprehensive General Liability all on the occurrence basis including: Contractors Liability, County's and Contractors Protection, Completed Operations (kept in force for at least two years after date of final completion),

Products Liability, Broad Form Property Damage, Remove XCU exclusions (explosion, collapse, underground property, damage), Personal Injury Liability

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

Bodily Injury:	
Each Person	\$1,000,000
Each Occurrence	\$1,000,000

Property Damage:	
Each Accident	\$ 500,000
Aggregate	\$ 500,000

Or combined single limit of: \$1,000,000

3. Combination of underlying Comprehensive Liability for lesser limits with remaining limits provided by an Excess or Umbrella Liability

4. Comprehensive Automobile Liability including non-ownership and hired car coverage as well as owned vehicles:

Bodily Injury:

Each Person	\$1,000,000
Each Occurrence	\$1,000,000

Property Damage:

Each Occurrence	\$ 500,000
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Or combined single limit of: \$1,000,000

vii. The following may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

1. Notice of Award
2. Notice to Proceed

5. **RESPONSIBILITIES OF CONTRACTOR**

- a. Contractor shall provide Contractual services for the project. Services shall be performed in a manner consistent with professional skill and care (see project description and prescription (Exhibit C).
- b. Contractor will adhere to the removal and clean-up of materials described in Exhibit C.
- c. Reclamation – Any surface areas with deep rutting (2 inches) or significant disturbances resulting from Contractor's use of heavy equipment shall be reclaimed at Contractor's expense.

6. **RESPONSIBILITIES OF COUNTY**

- a. County shall provide full information about the objectives, schedule, constraints and existing conditions of the project, and shall establish a budget for the project. County shall employ Contractor to perform the vegetation treatment on the project.

- b. County shall obtain and pay for any necessary approvals, easements, assessments and charges.
- c. County shall provide all inspection services, act as liaison between landowner and Contractor, and provide all administrative services associated with this project.

7. **TERMINATION**

- a. This Agreement may be terminated:
  - i. by either party at any time if the other party breaches this Agreement; or
  - ii. upon mutual written agreement by the parties.

8. **GENERAL PROVISIONS**

- a. **AMENDMENTS.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- b. **AMERICANS WITH DISABILITIES ACT (ADA).** The parties shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.
- c. **APPLICABLE LAW/VENUE.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Fourth Judicial District, Sheridan County, Wyoming.
- d. **ASSIGNMENT/CONTRACT NOT USED AS COLLATERAL.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of County.
- e. **NONWAIVER.** Any waiver by County of any breach of any covenant herein to be kept and performed by Contractor shall not be deemed as a continuing waiver and shall not operate to prevent County from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
- f. **ASSIGNMENT.** This Agreement is not assignable without the prior written consent of the parties.
- g. **EFFECT OF TERMINATION.** All covenants of this Agreement that should, by their nature, survive the termination of this Agreement shall so survive.
- h. **MONITOR ACTIVITIES.** County shall have the right to monitor all Agreement related activities of the Contractor and the Contractor. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor and Contractor personnel in every phase of performance of contract related work.
- i. **NOTICES.** All notices arising out of the provisions of this Agreement shall be in writing and given to the parties at the addresses provided in this Agreement, either by regular mail, or delivery in person.
- j. **COMPLIANCE WITH LAWS.** Contractor shall keep informed of and comply with all applicable municipal, state, and federal ordinances, laws, rules, and regulations as they are now or as they are enacted and shall not engage in any practice which may have the effect of discriminating against any

entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion.

- a. **DEBARMENT.** To ensure contractor is eligible for this Contract the Contractor shall submit form AD-1048 *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.*
- b. **DRUG FREE WORKPLACE** Contractor shall submit form AD-1049 *CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE 1 - FOR GRANTEES OTHER THAN INDIVIDUALS* to comply with regulations.
- k. **ETHICS.** Contractor shall keep informed and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement and any and all ethical standards governing Contractor's profession.
- l. **INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless County and its officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability of any nature whatsoever arising from or in connection with the negligent performance of any duties or obligations by Contractor related in any way to this Agreement, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's malpractice.
- m. **GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.
- n. **NO THIRD PARTY BENEFICIARY INTENDED.** This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
- o. **INDEPENDENCE OF AGREEMENT.** Contractor is an independent contractor and nothing herein is intended, or should be construed as creating a relationship of partners, agency, representative, or employee/employer for any purpose.
- p. **PARAGRAPH HEADINGS.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- q. **AVAILABILITY OF FUNDS.** The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use under this Agreement from any governmental source. If funds are not allocated and available as needed for the parties to perform this Agreement, the Agreement may be terminated at the end of the period for which funds, if any, are available. Each party shall notify the other party at the earliest possible time if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this Agreement in order to engage in a similar agreement with another party.
- r. **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 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.
- s. **AGREEMENT CONSTRUCTION.** This Agreement has been negotiated between the parties and no preference shall be given to any party should the construction of any term of this Agreement be required by a Court.



**BIDDING AND CONTRACT REQUIREMENTS**  
**Little Bighorn Canyon Fuels Treatment Project**  
**Exhibit B**

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1. THE FOLLOWING PROPOSAL IS HEREBY MADE TO:

OWNER:           **County of Sheridan**  
ADDRESS:       **224 South Main Street Suite B-1, Sheridan, WY 82801**

2. The Undersigned hereby proposes and agrees to furnish all labor, materials and equipment required to complete the 50.9-acre Little Bighorn Canyon Fuels Treatment Project. Project includes removing, masticating or piling, and crushing, understory, brush, and clean-up of dead down woody materials, and removal of trees. Project Unit Prescriptions are included in Exhibit C of this solicitation.

3. In submitting this Bid the Bidder represents, as more fully set forth in the Agreement, that Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

**Total Bid Written In Words:**

SIXTY EIGHT THOUSAND SIX HUNDRED THIRTEEN  
DOLLARS AND TWENTY CENTS.

Bid per unit		
1	8.1	\$ 10,918.80
2	8.9	\$ 11,997.20
3	5.6	\$ 7,548.80
4	8.1	\$ 10,918.80
6	5.5	\$ 7,417.00
7	1.1	\$ 1,482.80
8	.1	\$ 134.80
9	10.7	\$ 14,423.60
10	2.3	\$ 3,100.40
11	.5	\$ 674.00
<b>TOTAL BID</b>		\$ 68,613.20

**PROPOSED SUBCONTRACTORS AND MAJOR SUPPLIERS**

NAME OF SUBCONTRACTOR OR MAJOR SUPPLIERS	ITEM NO. OR DESCRIPTION OF WORK TO BE SUBLET	SUBCONTRACT AMOUNT (DOLLARS)	% OF TOTAL BID AMOUNT
<u>NONE</u>			
NAME OF SUBCONTRACTOR OR MAJOR SUPPLIERS	ITEM NO. OR DESCRIPTION OF WORK TO BE SUBLET	SUBCONTRACT AMOUNT (DOLLARS)	% OF TOTAL BID AMOUNT
<u>NONE</u>			

4. The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Further the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid nor has the Bidder solicited or induced any

person, firm or corporation to refrain from bidding and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or the OWNER.

a. The Bidder has given the OWNER written notice of all conflicts, errors, ambiguities or discrepancies he has discovered in the Contract Documents.

5. The undersigned agrees to perform all the Work described in the Contract Agreement and according to the plan drawings.

6. The undersigned understands that the OWNER reserves the right to reject any or all bids or to waive any informality or technicality in any proposal in the interest of the OWNER.

7. The above Bid is hereby respectfully submitted by:

Company Name:

By: [Signature]  
(Signature and printed name)

GREG GATNERS

Date: 11/26/24

Title: PRESIDENT

Phone: 785-478-9805

Business Address 4011 SW 29th St. #130

City TOPEKA State/Zip KS 66614



**Project Unit Specifications**  
**Little Big Horn Canyon Fuels Treatment Project**  
**Exhibit C**

**Definitions:**

**Bole Spacing** - The horizontal distance from the trunk of one leave tree to the trunk of the next nearest leave tree. Average spacing is calculated using leave trees per acre.

**Codominant** - A tree whose crown helps to form the general level of the main canopy in even-aged stands or, in uneven-aged stands, the main canopy of the tree's immediate neighbors, receiving full light from above and comparatively little from the sides.

**Crushing** - The fuel bed shall be treated such that down woody debris and fallen boles are broken up and in contact with the soil. Slash depth is lowered to the litter layer without visible air spaces.

**Desirable leave tree characteristics** - Trees that are desirable as leave trees have the following characteristics:

- Straight stem
- Small branch diameter
- Good coloration
- Well-formed crown
- Branches horizontal or slightly angled to bole.
- Free of insect or disease damage and/or symptoms.
- Vigorous annual terminal growth (especially in last 1 to 3 years)
- Crown class of dominant or co-dominant
- Crown ratio is 40% or greater.

Characteristics of trees that are not desirable as leave trees:

- Multiple or forked tops
- Poor crown form
- Crook or sweep in bole.
- Dead or broken top
- Poor coloration
- Large branch diameter
- Presence of insect or diseases, such as but not limited to:
  - Bark Beetles (on pines, spruce, and firs)
  - Comandra Blister Rust
  - Western Gall Rust
  - White Pine Blister Rust
  - Mistletoe
  - Wood rot
- Branches greater than 45 degrees from horizontal.
- Physical or mechanical damage
- Suppressed
- Poor annual growth
- Sucker limbs
- Large amounts of deadwood/branches within the canopy

**DBH. Diameter at Breast Height** The diameter of the bole of the tree measured horizontally at 4.5 feet (breast height) above the ground on the uphill side of the tree.

Dominant tree - A tree whose crown extends through the upper layer of the forest canopy and receives full light from above and partly from all sides.

Dripline - The line extending vertically from the exterior edge of a tree's live crown to the ground.

Slash - Any cut vegetation or existing natural dead and down woody debris.

Activity Slash - Trunks of cut trees, limbs, and/or brush created by the contractor's operations.

Existing Slash - Woody debris from trees and brush that are on site prior to contractor's operations.

A total of **50.9 acres** are planned for treatment as described below.

**Sunlight Unit 1 – Fuel Break: Designation by Description (red line on map. Unit marked with blue flagging.)** Unit size is 8.1 acres. Fuels to be treated are dominated by brush.

Boundary is flagged, but generally the North boundary is State Line Fence, East Boundary is the toe of the slope, West Boundary is high water mark of Little Bighorn River, South boundary is flagged.

There is a Big Horn Electric Powerline in the unit, during operations if the power needs to be shut off coordinate with the Contracting Officer's Representative and the electric company.

1. Cottonwood and conifer trees less than 10" dbh are to be thinned to a 25-30' bole spacing.
2. All created slash, slash created from Elk fire actions in and adjacent to units, and 80% of existing slash and brush 12" and taller will be masticated/chipped to within 6" of the ground per slash standards below.
3. Live and dead firewood, material 3 in diameter and larger and at least 2/3 sound and minimum 3 feet long, will be limbed and decked by the road.
4. Material that is less than 2/3 sound may be crushed per slash standards below.
5. Remaining slash will be treated per slash clause below.

**Sunlight Unit 2 –Fuel Break: Designation by Description** (purple line on map. *Unit marked with blue flagging.*) Unit size is 8.9 acres.

Unit boundaries are generally the toe of the slope and high water of Little Big Horn River.

There is a Big Horn Electric Powerline in the unit, during operations if the power needs to be shut off coordinate with the Contracting Officer's Representative and the electric company.

1. Cottonwood and conifer trees less than 10" dbh are to be thinned to a 25-30' bole spacing.
2. All created slash, slash created from Elk fire actions in and adjacent to units, and 80% of existing slash and brush 12" and taller will be masticated/chipped to within 6" of the ground per slash standards below.
3. Live and dead firewood, material 3 in diameter and larger and at least 2/3 sound and minimum 3 feet long, will be limbed and decked by the road.
4. Material that is less than 2/3 sound may be crushed per slash standards below.
5. Remaining slash will be treated per slash clause below.

**Sunlight Unit 3 – Fuel Break: Designation by Description** (Blue lines on map. *Marked with blue flagging.*) Unit size is 5.6 acres.

Unit boundaries are flagged with blue flagging.

There is a Big Horn Electric Powerline in the unit, during operations if the power needs to be shut off coordinate with the Contracting Officer's Representative and the electric company.

1. Cottonwood and conifer trees less than 10" dbh are to be thinned to a 25-30' bole spacing.
2. All created slash, slash created from Elk fire actions in and adjacent to units, and 80% of existing slash and brush 12" and taller will be masticated/chipped to within 6" of the ground per slash standards below.
3. Live and dead firewood, material 3 in diameter and larger and at least 2/3 sound and minimum 3 feet long, will be limbed and decked by the road.
4. Material that is less than 2/3 sound may be crushed per slash standards below.
5. Remaining slash will be treated per slash clause below.

**Sunlight Unit 4 –Fuel Break: Designation by Description** (green line on map. **Unit marked with blue flagging.**) Unit size is 8.1 acres.

There is a Big Horn Electric Powerline in the unit, during operations if the power needs to be shut off or lines lowered coordinate with the Contracting Officer's Representative and the electric company.

1. Cottonwood and conifer trees less than 10" dbh are to be thinned to a 25-30' bole spacing.
2. All created slash, slash created from Elk fire actions in and adjacent to units, and 80% of existing slash and brush 12" and taller will be masticated/chipped to within 6" of the ground per slash standards below.
3. Live and dead firewood, material 3 in diameter and larger and at least 2/3 sound and minimum 3 feet long, will be limbed and decked by the road.
4. Material that is less than 2/3 sound may be crushed per slash standards below.
5. Remaining slash will be treated per slash clause below.

**Sunlight Unit 6 –Fuel Break: Designation by Description** (light green line on map. **Unit marked with blue flagging.**) Unit size is 5.5 acres.

There is a Big Horn Electric Powerline in the unit, during operations if the power needs to be shut off or lines lowered coordinate with the Contracting Officer's Representative and the electric company.

1. Cottonwood and conifer trees less than 10" dbh are to be thinned to a 25-30' bole spacing.
2. All created slash, slash created from Elk fire actions in and adjacent to units, and 80% of existing slash and brush 12" and taller will be masticated/chipped to within 6" of the ground per slash standards below.
3. Live and dead firewood, material 3 in diameter and larger and at least 2/3 sound and minimum 3 feet long, will be limbed and decked by the road.
4. Material that is less than 2/3 sound may be crushed per slash standards below.
5. Remaining slash will be treated per slash clause below.

**Little Horn Canyon Subdivision Unit 7 – Fuel Break: Designation by Description** (olive green line on map. **Unit marked with blue flagging.**) Unit size is 1.1 acres. Fuels to be treated are dominated by brush.

Boundary is flagged with blue flagging.

There are Big Horn Electric Powerlines in the unit, during operations if the power needs to be shut off coordinate with the Contracting Officer's Representative and the electric company.

1. Cottonwood and conifer trees less than 8" dbh are to be thinned to a 20-25' bole spacing.
2. All created slash, slash created from Elk fire actions in and adjacent to units, and 80% of existing slash and brush 12" and taller will be masticated/chipped to within 6" of the ground per slash standards below.
3. Live and dead firewood, material 3 in diameter and larger and at least 2/3 sound and minimum 3 feet long, will be limbed and decked by the road.
4. Material that is less than 2/3 sound may be crushed per slash standards below.
5. Remaining slash will be treated per slash clause below.

**Little Horn Canyon Subdivision Unit 8 –Fuel Break: Designation by Description** (Yellow line on map. *Unit marked with blue flagging.*) Unit size is 0.1 acres.

Boundary is flagged with blue flagging.

There is a Big Horn Electric Powerline near the unit, during operations if the power needs to be shut off coordinate with the Contracting Officer's Representative and the electric company.

1. Cottonwood and conifer trees less than 8" dbh are to be thinned to a 20-25' bole spacing.
2. All created slash, slash created from Elk fire actions in and adjacent to units, and 80% of existing slash and brush 12" and taller will be masticated/chipped to within 6" of the ground per slash standards below.
3. Live and dead firewood, material 3 in diameter and larger and at least 2/3 sound and minimum 3 feet long, will be limbed and decked by the road.
4. Material that is less than 2/3 sound may be crushed per slash standards below.
5. Remaining slash will be treated per slash clause below.

**Little Big Horn Ranch Unit 9 – Fuel Break: Designation by Description** (brown line on map. *Unit marked with blue flagging.*) Unit size is 10.7 acres. Fuels to be treated are dominated by brush.

Boundary is flagged with blue flagging; islands of no treatment are flagged with blue/white striped flagging.

There are Big Horn Electric Powerlines in the unit, during operations if the power needs to be shut off coordinate with the Contracting Officer's Representative and the electric company.

1. Cottonwood and conifer trees less than 8" dbh are to be thinned to a 20-25' bole spacing.
2. All created slash, slash created from Elk fire actions in and adjacent to units, and 80% of existing slash and brush 12" and taller will be masticated/chipped to within 6" of the ground per slash standards below.
3. Live and dead firewood, material 3 in diameter and larger and at least 2/3 sound and minimum 3 feet long, will be limbed and decked by the road.
4. Material that is less than 2/3 sound may be crushed per slash standards below.
5. Remaining slash will be treated per slash clause below.

**Little Big Horn Ranch Unit 10 –Fuel Break: Designation by Description** (orange line on map. *Unit marked with blue flagging.*) Unit size is 2.3 acres.

Boundary is flagged with blue flagging; islands of no treatment are flagged with blue/white striped flagging.

There is a Big Horn Electric Powerline in the unit, during operations if the power needs to be shut off coordinate with the Contracting Officer's Representative and the electric company.

1. Cottonwood and conifer trees less than 8" dbh are to be thinned to a 20-25' bole spacing.
2. All created slash, slash created from Elk fire actions in and adjacent to units, and 80% of existing slash and brush 12" and taller will be masticated/chipped to within 6" of the ground per slash standards below.
3. Live and dead firewood, material 3 in diameter and larger and at least 2/3 sound and minimum 3 feet long, will be limbed and decked by the road.
4. Material that is less than 2/3 sound may be crushed per slash standards below.
5. Remaining slash will be treated per slash clause below.

**Little Big Horn Ranch Unit 11 – Fuel Break: *Designation by Description* (pink lines on map, Marked with blue flagging.)** Unit size is 0.5 acres.

Unit boundaries are flagged with blue flagging.

1. Cottonwood and conifer trees less than 8" dbh are to be thinned to a 20-25' bole spacing.
2. All created slash, slash created from Elk fire actions in and adjacent to units, and 80% of existing slash and brush 12" and taller will be masticated/chipped to within 6" of the ground per slash standards below.
3. Live and dead firewood, material 3 in diameter and larger and at least 2/3 sound and minimum 3 feet long, will be limbed and decked by the road.
4. Material that is less than 2/3 sound may be crushed per slash standards below.
5. Remaining slash will be treated per slash clause below.

**Slash Treatment – Remove, Masticate/Chip, Crush, Pile Slash.**

- A. As described above, the contractor shall either 1) remove from the project, 2) masticate, 3) chip, 4) crush, 5) pile by hand or machine, or otherwise reduce fuel loading of all contractor generated slash within all units, and 80% of pre-existing slash. The end result is to reduce the fuel loading in units, lower the wildland fire hazard from accumulations of wildland fuels and protect the soil, water, and residual trees from damage.
  - a. **Remove fuels from the area.**
    - i. Fuel will be removed from the project area.
  - b. **Masticate/Chip fuels in units**
    - i. Masticate or Chip fuel over 80% of area with chip depth no greater than 4".
    - ii. Residual brush will be masticated/cut no higher than 6" above the ground.
    - iii. Chips will not be placed in streamcourses, ditches, culverts, roads, trails and other improvements.
  - c. **Crush fuels in units.**
    - i. Fuel that is less than 2/3 sound shall be crushed down so as to be in contact or be incorporated with the soil over 80% of the area.
  - d. **Pile slash.**

To minimize damage to residual trees and maximize consumption when burned, slash piles should be constructed as follows:

    - i. **Slash skidded to landings or designated piling areas:**

1. All slash accumulated at landings/piling areas shall be removed from the project or piled.
2. Piles shall be reasonably compact and free of soil to facilitate burning.
3. Piles will not be less than 10' in height.
4. Piles shall be of a size and location which will not impair utility line and road use or result in damage to residual timber or improvements.
5. Generally, the distance from residual trees or improvement will need to be at least 3 times the pile height.
6. To reduce pile size, sound firewood may be decked at designated areas.

ii. Slash piled in the units:

1. Piles shall be no larger than 10' wide by 10' long by 10' high.
  2. Piles shall be no smaller than 5' wide by 5' long by 5' high.
  3. Generally, the distance from the pile to a residual tree or improvement will need to be at least 3 times the pile height.
  4. If conditions make it impractical to locate piles so that damage to residual green trees and improvements cannot be avoided, an area designated by the administrator will be cleared and used as a piling area.
  5. Material to be piled shall be cut into sections not longer than 6'.
    - a. Limbs with foliage and fine fuels less than 1/4" diameter shall make up at least 1/3 of the pile. Fine materials should be placed in the lower portion of the pile with heavier fuels on top.
    - b. Branches and limbs shall be piled parallel to each other and perpendicular to the contour of the slope to prevent rolling of material.
    - c. To maximize consumption, ends of piled slash will be trimmed even and placed in piles.
- B. No slash or cut material shall lean against an uncut tree, stump, log or any obstacle. It shall be secure and not able to roll down the hill.
- C. All trails indentified by the administrator and open roads within or adjacent to a unit shall be kept free of slash at all times.
- D. The following improvement and developments shall be free from contractor generated slash:
- a. Any area adjacent to cut and fill slopes and ditches for a distance of 10' measured from the upper cut slope and the lower shoulder of the road.
  - b. Culverts and channels for a distance of 10'.
  - c. Improvements such as trails and, fence lines, and established land corners.
  - d. Stream courses.
- Any slash comprising the 20% left on site shall be lopped and scattered to no higher than 18" above the ground.

## General Standards

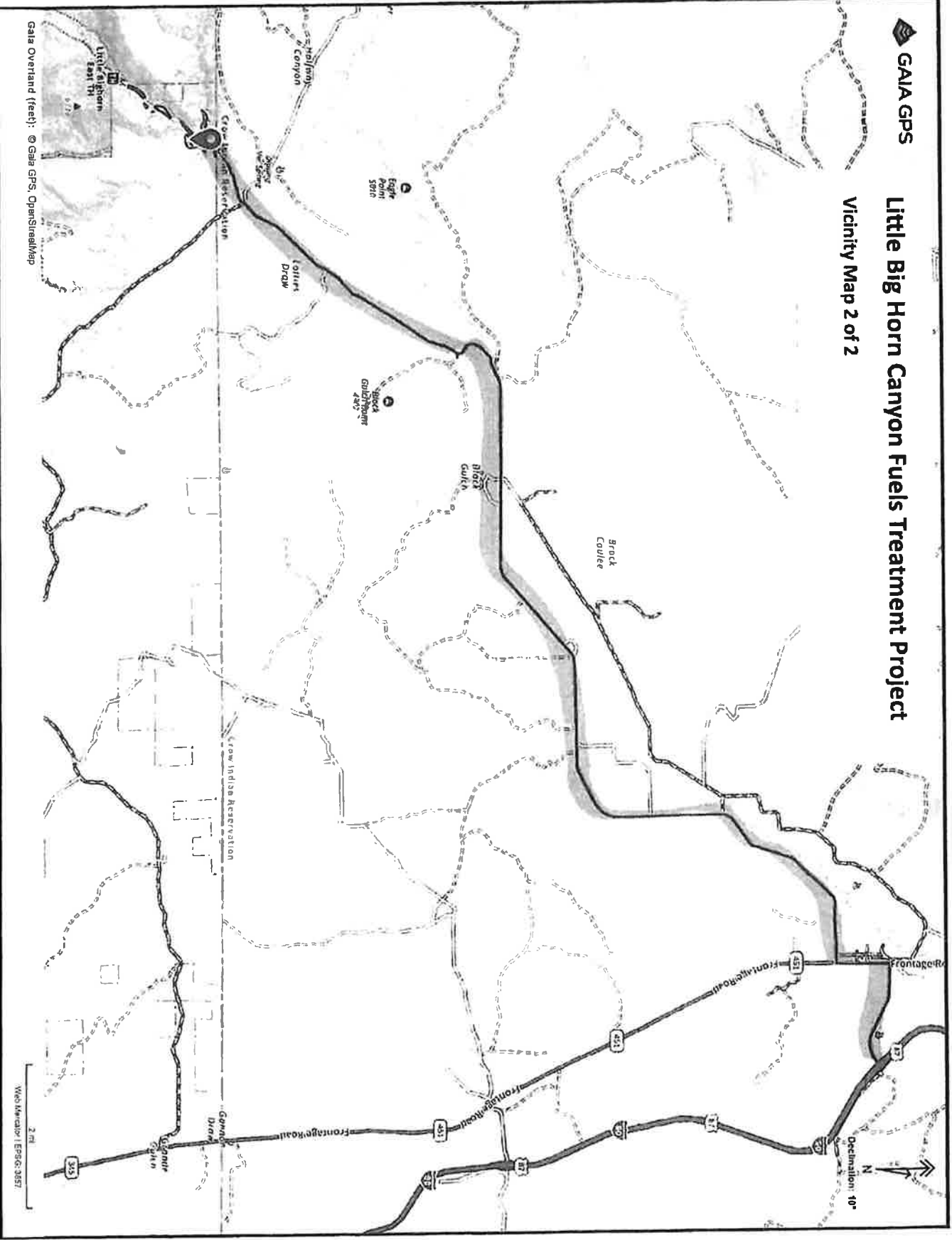
1. Felling and masticating are scheduled for leaf-off, winter operations due to powerline use, frozen ground, recreational traffic, and poison ivy.
2. Maximum stump height:
  - a. For cut trees less than 6.0" in diameter 6.0" above ground level or 6.0" above natural obstacles with an angle of less than 30 degrees from horizontal.
  - b. For cut trees greater than 6.0" in diameter 12.0" above ground level or 12.0" above natural obstacles with an angle of less than 30 degrees from horizontal.
3. Operations will follow Wyoming Best Management Practices.
4. All cut trees shall be directionally felled away from unit boundaries, roads, utility lines, established trails, fence lines, established land corners, and Streamcourses.
5. Fences may be laid down but must be put back up at end of work. There are areas where trees may have barb wire from the past.
6. Protect existing improvements such as roads, trails, fences, spring developments and pipelines.
7. Firewood cut under this contract may be removed by contractor at no cost until unit is accepted.
8. To reduce incidence of invasive plant species:
  - o Off road equipment will be required to be cleaned prior to moving onto the project.
  - o If monitoring shows the presence of invasive plants the Landowner can work with Sheridan County Weed and Pest to treat those areas.





# Little Big Horn Canyon Fuels Treatment Project

Vicinity Map 2 of 2



# Little Big Horn Canyon Fuels Treatment

Map 3 of 3

- Unit 4 - Green
- Unit 6 - Light Green
- Unit 7 - Olive green
- Unit 8 - Yellow



Google Earth

2000 ft



## U.S. DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING  
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)  
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

This certification is required by the regulations implementing Sections 5151-5160, of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the MAY 25, 1990, Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

Alternative I

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about --
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notify the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

LITTLE BIGHORN CANYON FUELS TREATMENT  
SHERIDAN COUNTY, WYOMING 82801

Check  if there are workplaces on file that are not identified here.

CTC DISASTER RESPONSE, INC.  
Organization Name

LITTLE BIGHORN CANYON FUELS TREATMENT  
PROJECT  
Award Number or Project Name

GREG BATHENS, PRESIDENT  
Name and Title of Authorized Representative

  
Signature

11/26/24  
Date

### Instructions for Certification

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If know, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if sued to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (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 participation in this transaction 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.

CTC DISASTER RESPONSE INC.

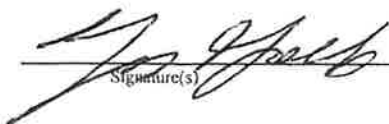
Organization Name

LITTLE BIGHORN CANYON  
FUELS TREATMENT PROJECT

PR/Award Number or Project Name

GREG GATHEAS, PRESIDENT

Name(s) and Title(s) of Authorized Representative(s)



Signature(s)

11/26/24

Date

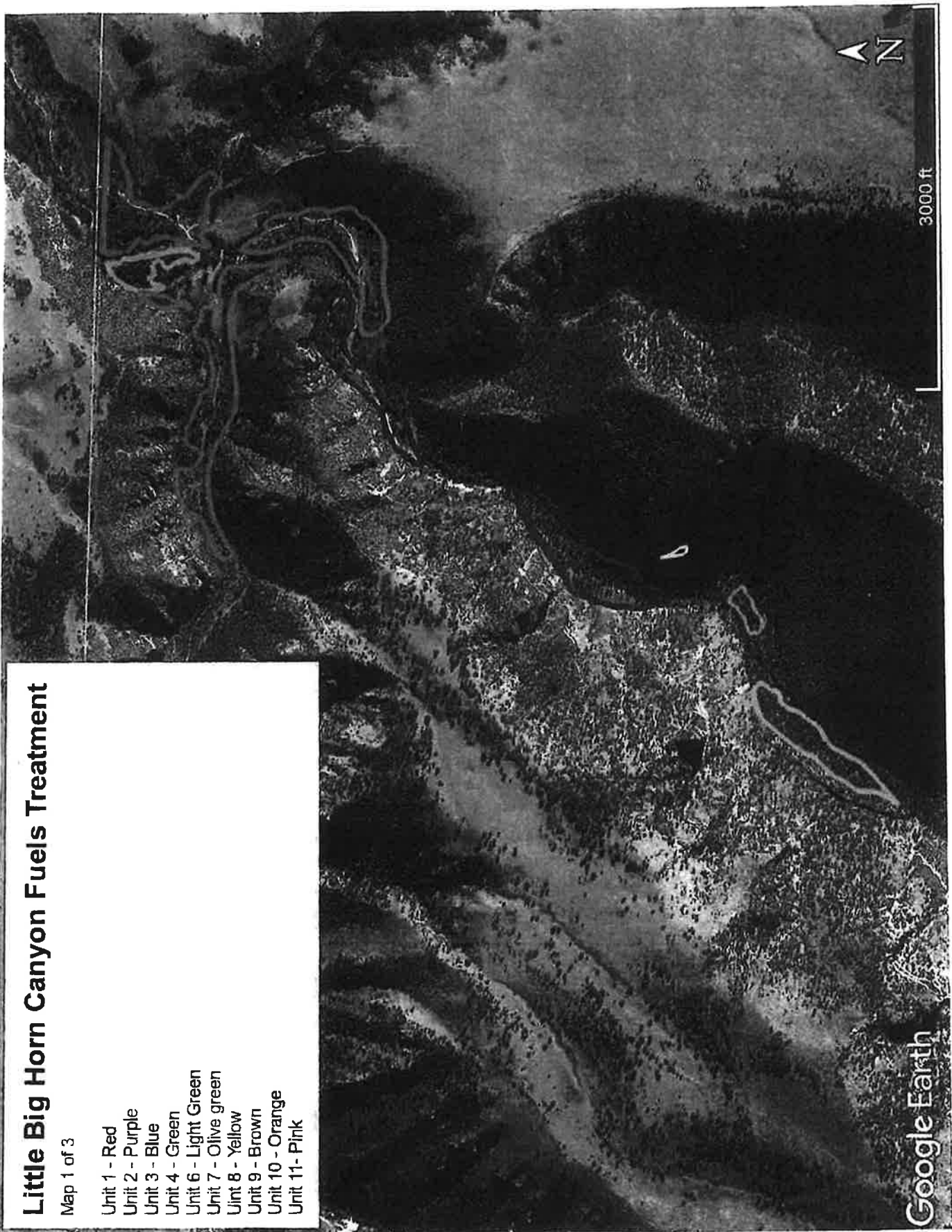
Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. 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.
3. 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 when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form 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.
6. The prospective lower tier participant further agrees by submitting this form 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 transaction and in all solicitations for lower tier covered transactions.
7. 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 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.

# Little Big Horn Canyon Fuels Treatment

Map 1 of 3

- Unit 1 - Red
- Unit 2 - Purple
- Unit 3 - Blue
- Unit 4 - Green
- Unit 6 - Light Green
- Unit 7 - Olive green
- Unit 8 - Yellow
- Unit 9 - Brown
- Unit 10 - Orange
- Unit 11 - Pink



# Little Big Horn Canyon Fuels Treatment

Map 2 of 3

- Unit 1 - Red
- Unit 2 - Purple
- Unit 3 - Blue
- Unit 9 - Brown
- Unit 10 - Orange
- Unit 11 - Pink

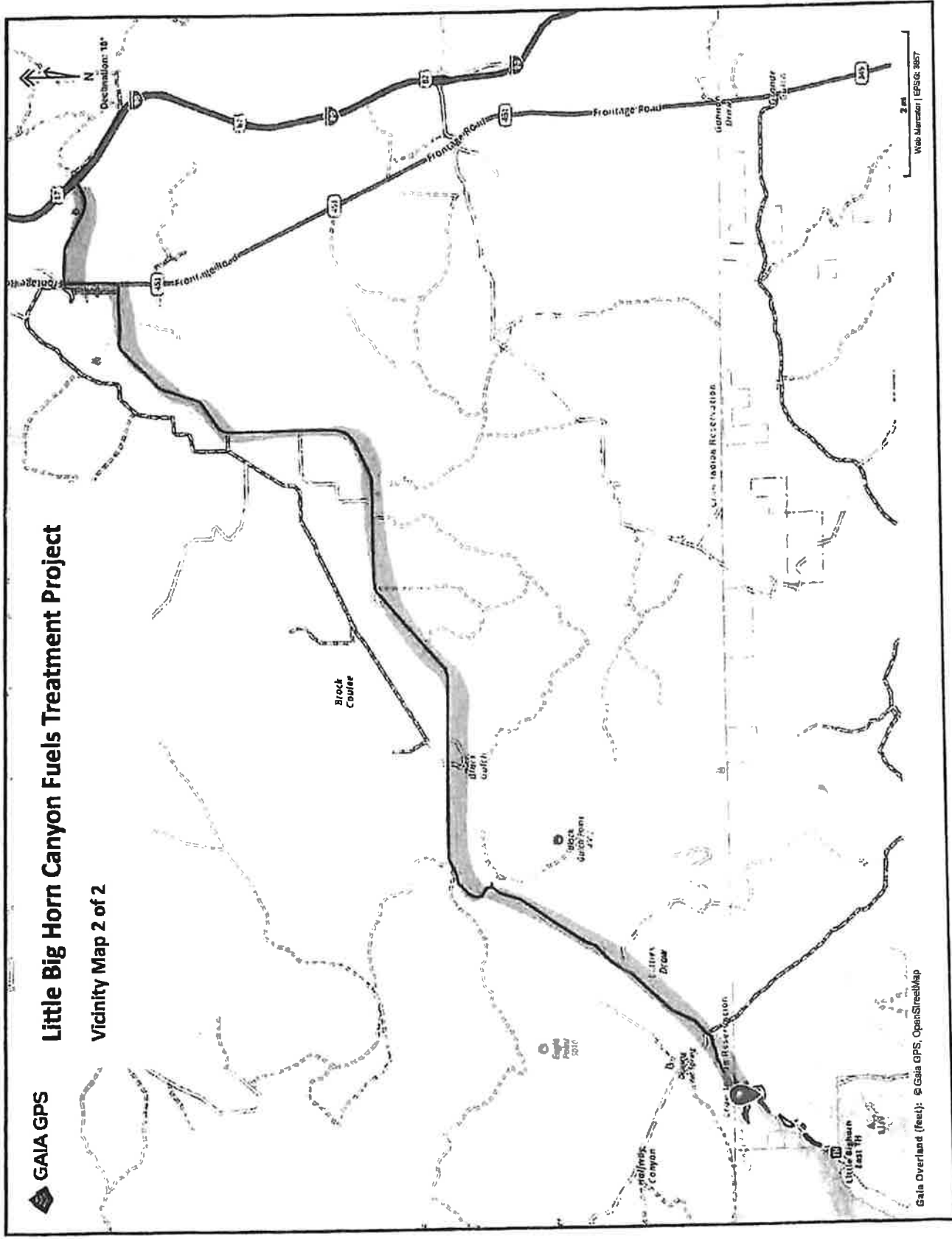






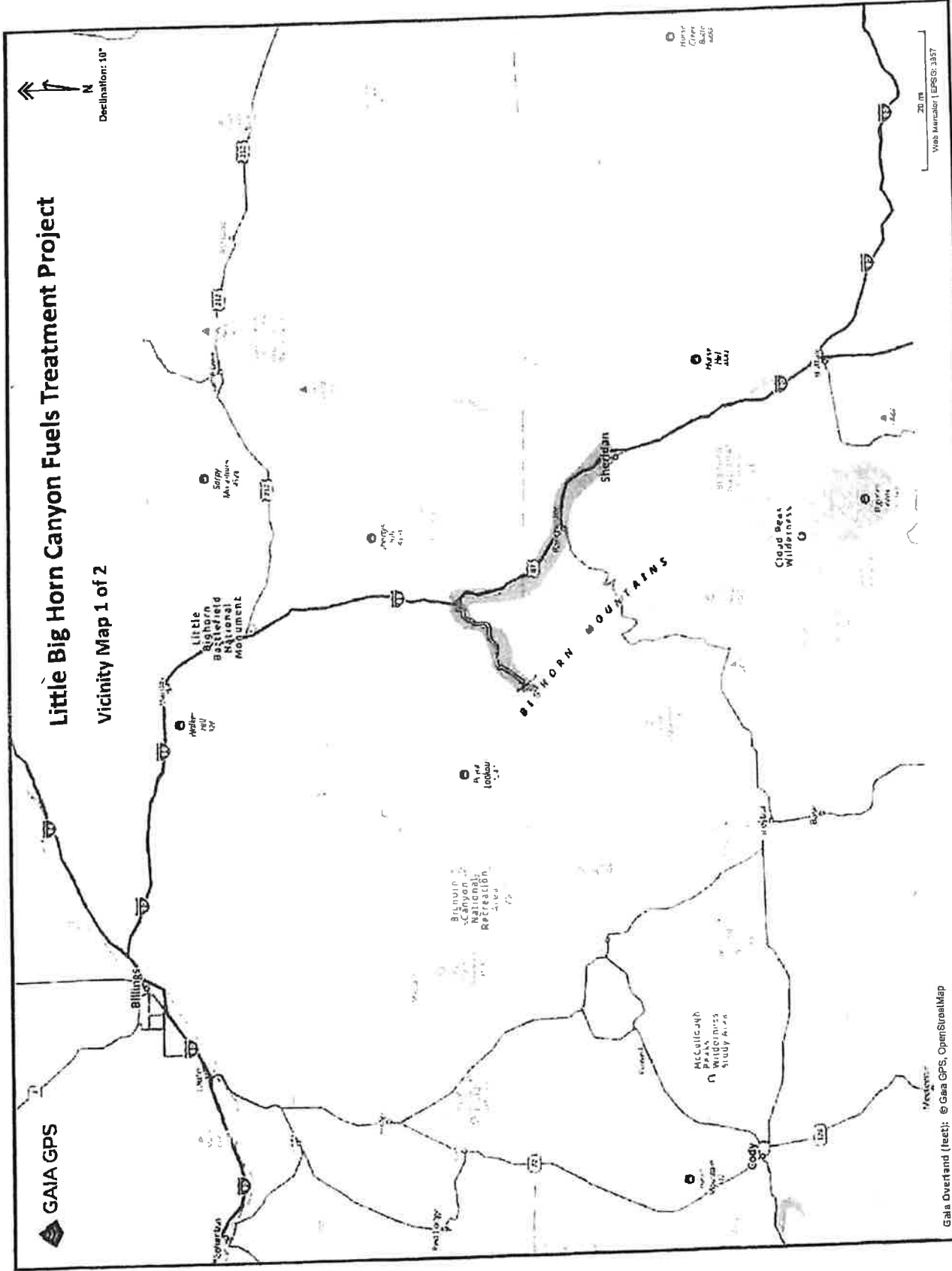
# Little Big Horn Canyon Fuels Treatment Project

Vicinity Map 2 of 2



# Little Big Horn Canyon Fuels Treatment Project

Vicinity Map 1 of 2



RESOLUTION 13-12-040  
RED GRADE ROAD  
WINTER TRAVEL MANAGEMENT

WHEREAS, the Board of County Commissioners of Sheridan County, Wyoming observes a need to promote safety for citizens and visitors, and prevent conflicts between users of wheeled motorized vehicles and non-wheeled motorized vehicles on Red Grade Road (County Road 26) bordering the Bighorn National Forest; and

WHEREAS, on October 21, 1980 and February 16, 1988 the Board of County Commissioners of Sheridan County approved resolutions closing Red Grad Road (County Road 26) for safety reasons during winter travel months restricting the use of snow track and certain all-Terrain vehicles; and

WHEREAS, on November 20, 2008, the Board of County Commissioners of Sheridan County enrolled Red Grade Road (County Road 26) into the Wyoming State Trails Program administered by the Wyoming Department of State Parks and Cultural Resources by Resolution 08-11-042; and

NOW, THEREFORE, BE IT RESOLVED by the governing body of Sheridan County that wheeled motorized vehicles are prohibited from December 15 through April 1 on Red Grade Road (County Road 26) **except as temporarily changed by action of the Board of County Commissioners.**

BE IT FURTHER RESOLVED that this Resolution supersedes resolutions approved on October 21, 1980 and February 16, 1988 **and December 17, 2013**; and shall remain in effect until amended or rescinded.

BE IT FURTHER RESOLVED that Resolution 08-11-042 shall remain in effect until amended or rescinded.

Adopted the seventeenth day of December, ~~2013~~ **2024**.

BOARD OF COUNTY COMMISSIONERS  
Sheridan County, Wyoming

ATTEST:

\_\_\_\_\_  
Nick Siddle, Chairman

\_\_\_\_\_  
Eda Schunk Thompson, County Clerk

AD.

RESOLUTION 24-12-027

NOTICE OF INTENT TO VACATE PUBLIC RIGHTS-OF-WAY KNOWN AS MAPLE AVE, FROM 17<sup>th</sup> STREET TO 16<sup>th</sup> STREET AND 16<sup>th</sup> STREET FROM MAPLE AVE TO BIRCH AVE OF DOWNERS ADDITION TO THE CITY OF SHERIDAN, WY.

WHEREAS, pursuant to W.S. §§ 24-3-101 et seq. and 34-12-107, a Petition to Vacate public rights-of-way for Maple Avenue from 17<sup>th</sup> Street to 16<sup>th</sup> Street and 16<sup>th</sup> Street from Maple Ave to Birch Ave, of Downers Addition to the City of Sheridan, was filed with the County Clerk for Sheridan County, Wyoming;

WHEREAS, the Petition was signed by five (5) or more electors of the county residing within twenty-five (25) miles of the subject right-of-way).

WHEREAS, a deposit in the amount of \$500 was received by the County Clerk from the Petitioners;

WHEREAS, the point of commencement, course, and termination point of the subject right-of-way is described on the attached Exhibit A and is recorded in the Office of County Clerk and Recorder Downers Addition Plat D-3. The City of Sheridan's GIS Viewer indicates an 8-inch PVC sanitary sewer main that crosses 16<sup>th</sup> Street on the attached Exhibit B.

WHEREAS, on November 5, 2024, the Board appointed Ken Muller to act as the Viewer and, after taking his Oath of Viewer, he filed a written report with the Board recommending that the subject right-of-way be vacated;

NOW, THEREFORE, THE BOARD HEREBY RESOLVES THAT:

1. Maple Avenue from 17<sup>th</sup> Street to 16<sup>th</sup> Street and 16<sup>th</sup> Street from Maple Ave to Birch Ave of Downers Addition should be vacated;
2. Notice of the proposed vacation of the subject rights-of-way shall be published for two consecutive weeks in the Sheridan Press and shall be posted on Sheridan County's Official Website (<http://www.sheridancounty.com/index2.php>).
3. Upon execution of this Resolution, the following shall be notified of the Board's intent to vacate the subject rights-of-way by mailing a copy of the Notice of Intent via certified mail with return receipt:
  - a. the City of Sheridan, Council Members and Mayor:
 

City of Sheridan Council Members & Mayor  
c/o Sheridan City Clerk  
P.O. Box 848  
Sheridan, Wyoming 82801
  - b. Those persons owning or having an interest in any land over which the subject rights-of-way crosses.
4. All interested persons must submit written objections or claims for damages to the County Clerk, at 224 S. Main Street, Suite B-2, Sheridan, Wyoming 82801, no later than 12:00 p.m. on January 17, 2025, or said rights-of-way will be vacated without reference to such objections or claims for damages.
5. This proposed vacation shall be considered by the Board on January 21, 2025, at 9:00 a.m. in the Commissioners Board Room on the second floor of the County Courthouse, Sheridan, Wyoming.

ADOPTED: \_\_\_\_\_, 20\_\_\_\_.

ATTEST:  
\_\_\_\_\_  
County Clerk

BOARD OF COUNTY COMMISSIONERS  
Sheridan County, Wyoming  
\_\_\_\_\_  
Chairman

Cameron Duff - Administrative Director  
224 S Main St #B1  
Sheridan, WY 82801

Dear Cameron,

On behalf of the Sheridan Public Arts Committee, we propose an exciting addition to the new green space walkway by the county courthouse. As part of our ongoing efforts to enrich Sheridan's artistic landscape, we request your consideration in acquiring three remarkable statues, **Cultural Pedestrians**, created by Sue Quinlan. These pieces will offer a distinctive touch to this new and growing public area, enhancing the visual experience for both residents and visitors.

The price for acquiring these three sculptures is **\$5,625**. To ensure the best possible display, we recommend placing the statues on professionally designed pedestals to complement the artwork and the green space. The total cost for the pedestals is **\$6,704**. These pedestals will elevate the sculptures, giving them the prominence they deserve and ensuring their durability for years to come.

In addition to this immediate proposal, we would like to introduce a vision for the future of the green space walkway. The three existing spaces for sculptures offer a unique opportunity to engage our local art community in new and dynamic ways. We propose to feature rotating sculptures created by three key groups within Sheridan:

- A high school student sculpture
- A Sheridan College sculpture
- A local artist's sculpture

By rotating these sculptures, we not only showcase the immense talent within our community but also foster a sense of ownership and pride among our students and local artists. These displays would further the Public Arts Committee's mission of making art accessible to all and ensure that the green space remains a lively, engaging area for creative expression.

We are confident that **Cultural Pedestrians** will be an outstanding addition to this project and that our vision for future rotating sculptures will continue to enrich the aesthetic and cultural value of the green space. We look forward to discussing these proposals with you and exploring how we can work together to bring more public art to the heart of our community.

Thank you for your time and consideration.

Sincerely,

Jill Benson  
Executive Director  
Sheridan Public Arts Committee

Greg Luhman  
Committee Chair  
Sheridan Public Arts Committee