

**NOTICE - SWEETWATER COUNTY
BOARD OF COUNTY COMMISSIONERS
WILL MEET IN REGULAR SESSION
Tuesday, August 7, 2012 at 8:30 a.m.
Commissioners Meeting Room
Tentative and Subject to Change**

PLEASE ARRIVE 15 MINUTES EARLIER THAN YOUR SCHEDULED TIME

PRELIMINARY

- 8:30** A . CALL TO ORDER
 B . QUORUM PRESENT
 C . PLEDGE OF ALLEGIANCE
 D . APPROVAL OF AGENDA
 E . APPROVAL OF MINUTES: 7-17-12
 F . ACCEPTANCE OF BILLS
 1 . Approval of County Vouchers/Warrants
 2 . Approval of Bonds
 3 . Approval of Abates/Rebates

COMMISSIONER COMMENTS/REPORTS

8:40

COUNTY RESIDENT CONCERNS

9:30

PUBLIC HEARING

- 9:40** A . Proposed High Desert Rural Health Care
 District

ACTION/PRESENTATION ITEMS

- 9:55** A . Approval of Mill Levies for Tax Year 2012
- 10:05** B . Presentation regarding potential bonding for the
 6th Cent Projects
- 10:35** C . Request to Advertise and Fill Vacancy in the
 Treasurer's Office
- 10:40** D . Request the Approval of the Business Ready
 Community Grant Agreement for a Workforce
 Training Facility at WWCC
- 10:45** E . An Agreement with Natrona County to Provide

Juvenile Detention Services for SWCO

OTHER

10:55

EXECUTIVE SESSION(S) AS NEEDED

LUNCH

PLANNING & ZONING- PUBLIC HEARING

- 1:30**
- 1 . Shanna Newton- Home Occupation Permit, Type III
Cute & Curly Pet Grooming and Boarding
 - 2 . Joe Bozner- Zoning Map Amendment-
Agriculture (A) to Commercial (C)
 - 3 . Michael Fleig/Frances Zampedri- Variance
for Setback Encroachment

ADJOURN

July 17, 2012
Green River, WY

The Board of County Commissioners met this day at 8:30 a.m. in Regular Session with Chairman Johnson, Commissioner Bailiff, Commissioner West and Commissioner Van Matre in attendance and Commissioner Kolb present via teleconference. The meeting opened with the Pledge of Allegiance.

Approval of Agenda

Chairman Johnson requested to amend the agenda to move the acceptance of the bills following the budget resolution. *Commissioner Van Matre moved that we move the acceptance of bills to include the items of 1, 2 and 3 to be placed below the quorum present, which would be item C, and then the rest of the items be moved down. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

Approval of Minutes 7-3-12

Commissioner West moved to approve the minutes dated 7-3-12. Commissioner Bailiff seconded the motion. Chairman Johnson requested, that in future minutes, Accounting Manager Bonnie Phillips title be addressed accordingly. With no further discussion, the motion was approved unanimously.

Commissioner Comments/Reports

Commissioner Van Matre

Commissioner Van Matre reported that he attended the Wyoming Machinery Ribbon Cutting Ceremony, the 6th cent and Museum Board meetings. Commissioner Van Matre further reported that he attended the National High School Rodeo and met with the IT Department and Grants Manager Krisena Marchal. Commissioner Van Matre explained that the Human Resources department is working with VSO Director Denise Boudreault to begin scheduling interviews next week. Commissioner Van Matre expressed his appreciation to the staff for staying after hours to assist residents with their business needs.

Chairman Johnson

Chairman Johnson reported that he attended the 6th cent meeting and acknowledged that a consensus was received for the amount that will go on the ballot. Chairman Johnson reported that he attended the Encana meeting in Pinedale and expressed the importance of input into the RMP. Chairman Johnson expressed the importance related to the NPL threat of air quality issues.

Commissioner West

Commissioner West reported that he attended the 6th cent meeting and thanked the residents for their restraint by not setting fireworks off over the 4th of July. Commissioner West reported that he and Commissioner Van Matre attended the Solvay Chemical Ribbon Cutting Ceremony relative to the landmark Methane Recovery Project.

Commissioner Bailiff

Commissioner Bailiff reported that he attended the 6th cent meeting, NHSR (National High School Rodeo) Ribbon Cutting Ceremony, public hearing for the budget and the library board meeting.

Chairman Johnson acknowledged that the commission was in attendance during the NHSR Ribbon Cutting Ceremony.

Commissioner Kolb

Commissioner Kolb questioned if he would be allowed to vote via telephone. Deputy County Attorney John Prokos explained that Commissioner Kolb would be unable to vote via teleconference. Commissioner Kolb reported that he attended the NHSR Ribbon Cutting and expressed his appreciation to the Events Complex staff for their hard work in getting the facility ready. Commissioner Kolb further reported that he attended the 6th cent meeting and verified that the fireworks ban was also for individuals who lived on private land and unincorporated areas. The commission concurred that there are no exceptions to the fireworks ban. Commissioner Kolb explained that he received praise for the VSO staff from a resident.

County Resident Concerns

Chairman Johnson opened county resident concerns. Resident Mike Lynch expressed his concerns with the 6th cent initiative. Hearing no further comments, the hearing was closed.

Action/Presentation Items

Resolution to Authorizing a Two and One Half Percent (2.5%) Cost of Living Adjustment (COLA) to Eligible County Employees 12-07-CC-01

County Clerk Dale Davis presented Resolution 12-07-CC-01, authorizing a two and one half percent (2.5%) cost of living adjustment (COLA) to eligible county employees. *Commissioner Bailiff moved to authorize Resolution 12-07-CC-01, a Resolution to Authorizing a Two and One Half Percent (2.5%) Cost of Living Adjustment (COLA) to eligible county employees and authorizing each commissioner to sign. Commissioner West seconded the motion.* Following discussion relative to COLA vs. a bonus, the motion was approved with Chairman Johnson voting nay and Commissioner Kolb expressing his opposition due to revenues.

RESOLUTION NO. 12-07-CC-01

A RESOLUTION AUTHORIZING A TWO AND ONE HALF PERCENT (2.5%) COST OF LIVING ADJUSTMENT (COLA) TO ELIGIBLE COUNTY EMPLOYEES

WHEREAS, the Sweetwater County Board of County Commissioners appreciates the work of all County employees and desires to maintain fair and competitive wages.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SWEETWATER COUNTY

COMMISSIONERS that the Sweetwater County Board of County Commissioners approves a two and one half percent (2.5%) cost of living adjustment to eligible County employees and to the County pay scale, effective July 1, 2012 in accordance with the following guidelines;

Guidelines for receiving the 2.5% COLA:

- A. Full-Time Employees: All full-time county employees shall receive the 2.5% COLA increase to their base rate of pay, provided such employee's current rate of pay is not in excess of the county pay scale or the rate otherwise authorized for that position.
- B. Part-Time Employees: All part-time county employees shall receive the 2.5% COLA increase to their base rate of pay, provided such employee's current rate of pay is not in excess of the county pay scale or the rate otherwise authorized for that position.
- C. Contract Employees: Any full & part-time county contract employees shall receive the 2.5% COLA increase to their contract rate of pay, provided that their employment contract specifically allows for such salary adjustments.
- D. Grant Employees: Any full & part-time grant employees shall receive the 2.5% COLA, provided that the grant which is funding the position permits such a salary increase and further provides adequate funding for the increased salary expense resulting from the COLA. Otherwise, grant employees are not eligible for the COLA, as such an increase would require the County to subsidize the grant position.
- E. Temporary Employees: Temporary/seasonal or contingent employees are not eligible for the 2.5% COLA.
- F. Resigning Employees: Any employee who has resigned prior to July 17, 2012, will not be eligible to receive this increase.
- G. Elected Officials: Elected public officials are not eligible for the 2.5% COLA increase, as such increase in the compensation of elected officials can only occur in accordance with Wyoming Statute.
- H. Chief Deputies: Chief Deputies of elected officials are not eligible for the 2.5% COLA.
- I. Component Units: This resolution does not apply to any of the employees of the various Sweetwater County component units, including the Events Complex, Southwest Counseling, Museum, Recreation Board, Library, Memorial Hospital of Sweetwater County, District Board of Health or any other external entity which may receive funding from Sweetwater County.
- J. Application to June/July 2012 Overtime: This 2.5% COLA increase shall be in effect for all overtime paid on the July 2012 payroll.
- K. Income Taxes: Eligible employees will be responsible for any applicable income tax based upon receipt of salary increase.

BE IT FURTHER RESOLVED, that the 2.5% COLA shall be dispersed to eligible employees through their normal payroll process, such that all appropriate taxes and workers' compensation are paid.

Adopted and approved this the 17th day of July, 2012.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

ATTEST:

Steven Dale Davis, County Clerk

Reid O. West, Member

Budget Resolution

Accounting Manager Bonnie Phillips presented the resolution to provide income necessary to finance the budget. *Commissioner Bailiff moved that the resolution be passed and complete the budget work for this fiscal year.* Chairman Johnson restated the motion to approve the resolution to provide income necessary to finance the budget for fiscal year 2013. *Commissioner Van Matre seconded the motion.* Following a lengthy discussion relative to expenditures and the process, the motion was approved unanimously with Commissioner Kolb opposing.

RESOLUTION TO PROVIDE INCOME NECESSARY TO FINANCE BUDGET

WHEREAS, on the 17th day of July, 2012, this Board adopted a County Budget for the 2012-2013 fiscal year ending June 30, 2013, calling for the following appropriations:

OFFICE/DEPARTMENT	SALARIES AND BENEFITS	OPERATING AND OTHER	APPROPRIATION
COMMISSIONERS	\$ 220,329	\$ 60,360	\$ 280,689
GENERAL COUNTY ADMINISTRATION	\$ 27,370	\$ 1,284,400	\$ 1,311,770
RISK MANAGEMENT	\$ -	\$ 468,853	\$ 468,853
HUMAN RESOURCES	\$ 266,250	\$ 29,022	\$ 295,272
EMPLOYEE BENEFITS	\$ -	\$ 18,000	\$ 18,000
PURCHASING	\$ 394,827	\$ 53,430	\$ 448,257
GRANT'S ADMINISTRATION	\$ 115,980	\$ 11,398	\$ 127,378
ENGINEERING	\$ 329,845	\$ 43,225	\$ 373,070
IT DEPARTMENT	\$ 685,435	\$ 734,560	\$ 1,419,995
FLEET/VEHICLE MAINTENANCE	\$ 185,423	\$ 224,600	\$ 410,023
FIRE MARSHALL	\$ 346,656	\$ 77,109	\$ 423,765
JUVENILE PROBATION	\$ 388,692	\$ 26,525	\$ 415,217
ROAD AND BRIDGE	\$ 2,368,534	\$ 2,163,260	\$ 4,531,794
VETERANS SERVICES	\$ 254,698	\$ 45,620	\$ 300,318
LAND USE	\$ 675,849	\$ 33,005	\$ 708,854
FACILITIES MAINTENANCE	\$ 1,242,604	\$ 790,778	\$ 2,033,382
COUNTY CLERK	\$ 1,353,063	\$ 69,905	\$ 1,422,968
ELECTIONS	\$ 277,690	\$ 188,265	\$ 465,955
COUNTY TREASURER	\$ 694,458	\$ 89,600	\$ 784,058
COUNTY ASSESSOR	\$ 696,135	\$ 134,170	\$ 830,305
COUNTY SHERIFF	\$ 4,534,122	\$ 709,701	\$ 5,243,823
JAIL/MAINTENANCE	\$ 4,347,823	\$ 897,400	\$ 5,245,223
EMERGENCY MGT/HOMELAND	\$ 168,356	\$ 84,621	\$ 252,977
ANIMAL CONTROL	\$ 129,239	\$ 38,660	\$ 167,899
COUNTY ATTORNEY	\$ 2,083,314	\$ 172,951	\$ 2,256,265
COUNTY CORONER	\$ 150,078	\$ 90,934	\$ 241,012
CLERK OF DISTRICT COURT	\$ 559,114	\$ 359,700	\$ 918,814
CORE COUNTY	\$ 22,495,884	\$ 8,900,052	\$ 31,395,936
CAPITAL PROJECTS	\$ -	\$ 3,002,033	\$ 3,002,033
GRANTS PROJECTS	\$ -	\$ 3,872,260	\$ 3,872,260

AGENCY	APPROPRIATION
CASTLE ROCK HOSPITAL	\$ 150,000
FAMILY JUSTICE CENTER	\$ 71,397
FAMILY PLANNING	\$ 20,000
HOSPICE	\$ 98,000
VIRS	\$ 95,030
YWCA	\$ 345,548
BOYS&GIRLS CLUB OF SW CO	\$ 60,000
FAMILY RESOURCE CENTER	\$ 52,874
FOOD BANK	\$ 19,000
YOUTH HOME	\$ 201,000
HUMAN SERVICES	\$ 1,112,849
GOLDEN HOUR SENIOR CENTER	\$ 276,008
YOUNG AT HEART SENIOR CTR	\$ 301,550
SENIOR CENTERS	\$ 577,558
TITLE 25	\$ 234,552
SKYWEST AIRLINES INC SUBSIDY	\$ 138,776
STAR	\$ 125,000
TRANSPORTATION	\$ 263,776
CONSERVATION DISTRICT	\$ 250,000
COOPERATAIVE EXTENSION/4H	\$ 115,000
PUBLIC DEFENDER	\$ 190,000
TREATMENT COURT	\$ 7,000
RED DESERT ROUNDUP RODEO	\$ 10,000
EDEN VALLEY IMPROVEMENT DIST	\$ 40,000
SWEETWATER MEDICS	\$ 247,968
SW CO DISTRICT HEALTH DPT	\$ 1,454,898
RS SWC AIRPORT	\$ 436,318
RS GR SW CO-COMB COMM JPB	\$ 721,996
JT POWER BOARDS AND DISTRICTS	\$ 2,613,212

FUND	APPROPRIATION
GENERAL COUNTY	\$ 43,932,144
EVENTS COMPLEX	\$ 4,433,114
LIBRARY FUND	\$ 3,833,711

COUNTY MUSEUM FUND	\$	433,903
COUNTY RECREATION FUND	\$	764,154
COUNTY MENTAL HEALTH	\$	5,978,447
HOSPITAL MAINTENANCE	\$	793,762
COUNTY HOSPITAL	\$	55,021,401
ENHANCED 911 SYSTEM	\$	450,000
SWEETWATER INSURANCE	\$	6,000,000
INMATE ENTERPRISE FUND	\$	60,000
JAIL/MAINTENANCE/OPERATIONS	\$	350,000
CDC TAX FUND	\$	1,500,000
CO ROAD FUND FUEL TAX	\$	1,951,710
AIRLINE SUBSIDY CONTR	\$	1,643,613
COUNTY ROAD FUNDS	\$	200,000
TOTAL APPROPRIATIONS	\$	127,345,959

FUND	APPROPRIATION
2011 CASH CARRYOVER	\$ 3,634,798
CASH RESERVE	\$ 2,000,000
CAPITAL REPLACEMENT RESERVE	\$ 8,352,189
CASH CARRY OVER	\$ 3,000,000
ECONOMIC DEV INFRASTR	\$ 111,162
FY 2011 RESERVES	\$ 6,672,589
2012 CASH CARRYOVER	\$ 3,151,622
RESERVED FOR FUTURE OPERATIONS/CAPITAL	\$ 2,179,657
TOTAL RESERVES GENERAL COUNTY	\$ 29,102,017

FUND	APPROPRIATION
INSURANCE CASH RESERVE	\$ 418,393

AND WHEREAS, after deducting all other cash and estimated revenue, it is necessary that the following amounts be raised by general taxation, and in order to raise such sums of money, it is necessary that levies be made for the 2012-2013 fiscal year ending June 30, 2013 as shown opposite each fund:

	TAX REQUIREMENT AMOUNT	TAX MILL LEVY		TAX REQUIREMENT AMOUNT	TAX MILL LEVY
GENERAL COUNTY FUND	\$28,908,738	9.5353	COUNTY MUSEUM FUND	\$263,269	0.0868
COUNTY EVENTS COMPLEX FUND	\$ 1,960,000	0.6465	COUNTY RECREATION FUND	\$500,000	0.1649
COUNTY LIBRARY FUND	\$ 3,250,600	1.0722	COUNTY MENTAL HEALTH FUND	\$705,015	0.2325
HOSPITAL - MAINTENANCE	\$ 793,762	0.2618			

NOW, BE IT RESOLVED by the Board of County Commissioners that the foregoing levies be made for the 2012-2013 fiscal year ending June 30, 2013.

FURTHER LET IT BE RESOLVED, the County Treasurer is authorized to transfer \$418,393 from the Sweetwater Insurance Fund to the Insurance Cash Reserve Fund.

Dated this 17th day of July, 2012.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

ATTEST:

Steven Dale Davis, County Clerk

Reid O. West, Member

Acceptance of Bills

Approval of County Vouchers/Warrants, Monthly Reports and Abates/Rebates

Commissioner West moved to approve the county vouchers/warrants, monthly reports, and the abates/rebates. Commissioner Van Matre seconded the motion. With no discussion, the motion was approved unanimously.

WARR#	NAME	DEPT	TOTAL
49557	Bank Of The West	Gen Accts	1,017.91
49559	Bank Of The West	Gen Accts	1,114.45
49560	Centurylink	Shrf, Co Atrny, Grants Proj, GR Cir Court, IT Dept, Clk Dist Crt, Flt Veh Main, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, RS Off Bld A,	

		Shrf Emg Mgt	178.15
1	Centurylink	Commiss, Clk, Treas, Assess, Juv Prob, Road & Bridg, Elect, Fire Marshal, RS Mnt/C Pur, Comm Nur-Hom	675.25
2	City Of Green River	GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg, GR JV Maint	2,281.87
3	City Of Green River	GR Fcl Mt CH	487.79
4	Rock Springs Municipal Ut	Fire Marshal, RS Rd & Brdg, RS Veh Maint, Thmpsn Bld A, RS Off Bld A, Att Bld 731C, Facil 731C C, Shrf Dtn Mnt, JV 731 Bld D, UNKNOWN DEPT	8,931.33
5	Rocky Mtn Power	Comm Dev&Eng, GR Rsvlt Mai	2,109.65
6	YWCA Of Sweetwater Co	Human Svcs	20,000.00
7	Centurylink	Assess, Shrf, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, IT Dept, Clk Dist Crt, Flt Veh Main, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin	343.08
8	Centurylink	Commiss, Clk, Treas, Shrf Dtn Mnt, Road & Bridg, Elect, RS Off Bld A, Shrf Emg Mgt, Fire Marshal, Vet Services, Comm Nur-Hom	539.98
9	Rocky Mtn Power	RS Rd & Brdg, Shrf Dtn Mnt, RS Mnt/C Pur, Comm Dev&Eng, RS R&B Lagoo	7,475.31
49570	Verizon Wireless	Fire Marshal, Shrf Emg Mgt	486.80
1	Bridger Valley Electric Assn	Farson R & B, Fire Marshal	142.84
2	Capital Business Systems	Treas, Clk	854.94
3	Hasler	Gen Co Admin	430.50
4	Questar Gas	GR JV Maint, GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg	869.82
5	Sweetwater Television Co	Shrf, Shrf Emg Mgt	75.95
6	Union Telephone Company Inc	Elect, Clk, Shrf Emg Mgt, Grants Admin, Assess, Co Atrny, Clk Dist Crt, GR Fcl Mt CH, Land Use, Vet Services, IT Dept	287.71
7	Union Telephone Company Inc	Assess, Co Atrny, Commiss, IT Dept, Coroner, Fire Marshal, Comm Dev&Eng, Land Use, Purchasing, Juv Prob, Road & Bridg, Coop Ext/4H	1,626.63
8	Union Telephone Company Inc	GR Fcl Mt CH, Shrf Dtn Mnt, Road & Bridg, Shrf	4,115.06
9	West Side Water & Sewer Dist	RS Mnt/C Pur, Shrf Dtn Mnt	2,199.50
49580	Wright Express Fsc	Shrf, Flt Veh Main	26,997.57
1	Wyoming Waste Services -	RS Veh Maint, RS Off Bld A, Thmpsn Bld A, RS Mnt/C Pur, RS Rd & Brdg	731.53
2	Allen, Cheryl	Vet Services	1,174.18
3	Alpine Pure Water	GR Cir Court	35.00
4	Animal Care Equipment &SE	Animal Cntrl	508.48
5	Autospa Inc	Shrf	39.56
6	Behavioral Interventions	Grants Proj	16,791.00
7	Big O Tires - RS	Fire Marshal	21.99
8	Boudreault, Denise	Vet Services	827.98
9	Burson, Michael Alan MD PC	Coroner	1,040.00
49590	Celtic Insurance Company	Intr Gv Pool	3,603.60
1	Chematox Laboratory Inc	Coroner	175.00
2	Climb Wyoming	Grants Proj	831.30
3	Copier & Supply Co Inc	Vet Services	96.34
4	Desert View Animal Hospital	Shrf	66.17
5	Divis, David S	Assess	467.37
6	Division Of Criminal Inve	Employee Ben	15.00
7	Drinkle, Patricia W	Assess	562.37
8	F B Mcfadden Wholesale Co	Shrf Dtn Mnt	2,220.25
9	Felderman, Kimmie	Grants Proj	12.77
49600	Hamm-Hills, Laura J	Clk Dist Crt	1,550.25
1	Hampton Inn & Suites	Co Atrny	79.00
2	Hartley, Donald C	Gen Co Admin	1,373.00
3	Hastings Entertainment In	Grants Proj	1,177.55
4	High Country Behavioral H	Vet Services	1,000.00
5	High Security Lock & Alarm	Shrf	35.00
6	Holiday Inn - Laramie	Coop Ext/4H	77.00
7	Horizon Laboratory LLC	Coroner	801.50
8	Ibarra, Josefina	Coop Ext/4H	24.42
9	IBC Wonder / Hostess	Shrf Dtn Mnt	182.08
49610	Jim's Towing	Shrf	110.00
1	Johnson, Wally J.	Commiss	683.05
2	Krazy Moose	Co Atrny	105.51
3	Kroger - Smith's Customer	Coop Ext/4H, Clk Dist Crt	127.92

4	Lewis And Lewis Inc	Capital Proj	49,116.10
5	Loveless, Janet	Co Atrny	127.00
6	McKee Foods Corporation	Shrf Dtn Mnt	129.60
7	Meadow Gold Dairy	Shrf Dtn Mnt	554.42
8	Memorial Hospital Of Sweet	Shrf Dtn Mnt	360.00
9	Mountain Mapping & Supply	Comm Dev&Eng	217.00
49620	Nicholas & Company	Shrf Dtn Mnt	959.65
1	Office Outlet	Vet Services	177.03
2	Rock Springs Newspapers Inc	Comm Dev&Eng	127.00
3	Rock Springs Newspapers Inc	Gen Co Admin, Human Resour, Land Use	727.54
4	Rock Springs Newspapers Inc	Gen Co Admin, Gen Accts, Human Resour, Land Use	1,560.53
5	Rock Springs Newspapers Inc	Gen Co Admin	2,926.41
6	Rock Springs Newspapers Inc	Gen Co Admin, Land Use	349.05
7	Rock Springs Newspapers Inc	Gen Co Admin	353.92
8	Sherman, Stacey	Vet Services	480.67
9	Sungard Public Sector Inc	IT Dept	92,274.06
49630	Sw-Wrap	Grants Proj	2,807.42
1	Sweetwater Co Solid Waste	Gen Co Admin	64.00
2	Sweetwater Co Weed & Pest	Shrf Dtn Mnt	185.11
3	Sweetwater County	Grants Proj	380.48
4	Sweetwater Medical Group	Co Atrny	533.30
5	Sweetwater Medics LLC	Gen Co Admin	20,664.00
6	Sweetwater Trophies	Clk Dist Crt, Elect	42.05
7	The Radio Network	Shrf, Elect	1,256.00
8	Tubbs MD LLC, Kennon C	Shrf Dtn Mnt	4,000.00
9	Tyler Technologies Inc	IT Dept	37,375.00
49640	U S Foodservice Inc	Shrf Dtn Mnt	558.91
1	W A R M Property Insurance	Risk Mngmt	193,984.85
2	Waco	Elect, Clk	270.00
3	West Payment Center	Clk Dist Crt	3,285.00
4	Western Wyoming College	Coop Ext/4H	10.45
5	Wyoming County Clerks' Assn	Clk	100.00
6	Young At Heart Senior Cit	Grants Proj	1,260.00
49647	YWCA Of Sweetwater County	Grants Proj	1,316.00
GRAND TOTAL			538,320.81

The following unlisted warrants are payroll warrants: 49555, 49556, 49558

TAXPAYER	TAX AMOUNT	TAXPAYER	TAX AMOUNT
EXTENDED PRESENCE	-32.08	LAGNIAPPE INTERESTS INC	-3,330.84
LAGNIAPPE INTERESTS INC	-4,176.78	LAGNIAPPE INTERESTS INC	-5,930.02
LAGNIAPPE INTERESTS INC	-6,439.90	LAGNIAPPE INTERESTS INC	-2,740.18
LAGNIAPPE INTERESTS INC	-1,654.00	LAGNIAPPE INTERESTS INC	-2,842.90

Action/Presentation Items Continued

Newspaper Publication for July 2012 Gross Salaries

County Clerk Dale Davis presented the gross salaries for the 2012 newspaper publication. Following discussion, the commission requested that various agencies provide updated staff information and adjustments be made prior to publication. Chairman Johnson entertained a motion to approve the publication of the gross salaries list with changes as indicated. *Commissioner Van Matre so moved to approve the listing subject to the changes we are aware of and will be made before the end of the month. Commissioner West seconded the motion.* Following further discussion, the motion was approved unanimously.

Approval of Paintball Lease with the City of Rock Springs

Public Works Director John Radosevich presented the agreement and requested a motion to approve, and have the Chairman sign, the paintball lease agreement between the City of Rock Springs and Sweetwater County. Following discussion, Chairman Johnson entertained a motion to approve the lease. *Commissioner West so moved. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

Break

Chairman Johnson called for a ten minute break.

Chairman Johnson explained Commissioner Kolb's absence per his request.

Summary of Airline Subsidy and Cooperative Agreement between WYDOT and Sweetwater County Commission

Rock Springs, Sweetwater County Airport Board Members Gary Valentine, Larry Levitt and Airport Manager Terry Doak updated the commission on the Airline Subsidy and requested a motion to approve, and have the Chairman sign, the Cooperative Agreement between the Wyoming Department of Transportation and the Sweetwater County Commission. Following discussion, Chairman Johnson entertained a motion to approve the Cooperative Agreement between the Wyoming Department of Transportation and the Sweetwater County Commission and authorize the Chairman to sign and that

exhibit A will be provided. *Commissioner West so moved. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

AIP-29 Parallel Taxiway to Runway 3/21 Review Grant Draft

Rock Springs, Sweetwater County Airport Board Member Gary Valentine presented a draft grant agreement for the AIP-29 Parallel Taxiway to Runway 3/21 and requested permission, upon arrival of the grant, to allow the Chairman to execute the grant agreement from the Federal Aviation Administration. Following discussion relative to the budget and verifying that the match of \$60,000 was not in addition to the airport budget request; Chairman Johnson explained that a motion would be made with the understanding that legal counsel will review the grant agreement prior to it being signed. Chairman Johnson entertained a motion to approve the AIP 29 Grant Agreement for the Rock Springs, Sweetwater County Airport as outlined and authorize the Chairman to sign. *Commissioner West so moved. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously. The commission discussed the budget limit set for the Rock Springs, Sweetwater County Airport and the role that the board and staff play in airport operations.

Request Approval to Fill Vacancy in Clerk of District Court

Clerk of District Court Donna Lee Bobak requested approval to advertise and fill a vacancy in the Clerk of District Court department due to the retirement of an employee. Chairman Johnson entertained a motion to authorize the filling of the vacancy. *Commissioner West so moved. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously with Commissioner Kolb expressing his opposition.

Overview of Proposal to Amend the Public Lands Chapter of the 2002 Sweetwater County Comprehensive Plan

Public Lands Specialist Mark Kot requested that the board consider allocating \$15,000 for the purpose of retaining the professional consulting services of Mr. David Allison to update the public (federal) land sections of the 2002 comprehensive plan. Mr. Kot suggested, in the motion, to authorize the Chairman to sign the MOU/contract for Mr. Allison's services once prepared by legal counsel. Following discussion, Chairman Johnson entertained a motion to approve the request and authorize the Chairman to sign the subsequent document/MOU, when prepared, subject to review of counsel. *Commissioner Van Matre moved that the Sweetwater County Board of County Commissioners allocate \$15,000 for the purpose of retaining Mr. David Allison, who is a public lands planning consultant, for the purpose of coordinating and updating the public lands chapter of the 2002 Sweetwater Comprehensive Plan and allow the Chairman to sign and expedite this as soon as possible. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

Black Butte and Ambre Energy Presentation

Black Butte Mine General Manager Steve Gili provided a PowerPoint presentation relative to the interest in Ambre Energy and Black Butte regarding operation from Level 3.

Break

Chairman Johnson called for a five minute break.

Industrial Siting Division Overview of FMC ISA Application

DEQ Industrial Siting Division Program Principal Tom Schroeder discussed the anticipated application by FMC to the Industrial Siting Council for expanding its Granger facility.

Adjourn

Deputy County Attorney John Prokos retracted his earlier comment relative to Commissioner Kolb not being allowed to vote via teleconference after researching the new statute.

There being no further business to come before the Board this day, the meeting was adjourned subject to the call of the Chairman.

This meeting was recorded and is available from the County Clerk's office at the Sweetwater County Courthouse in Green River, Wyoming.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

	DATE	AMOUNT
EAL	7/19/2012	286.12
EAL	7/20/2012	29,825.22
EAL	7/24/2012	9,385.60
EAL	7/27/2012	284,683.82
EAL	7/31/2012	908,719.87
EAL	8/3/2012	13,916.55
EAL	8/7/2012	722,150.46
EAL		
EAL		

Payroll Net 1,020,321.51 Payroll Checks : 49555-56,49558,49648,497794-497856

TOTAL AMOUNT \$2,989,289.15

Vouchers in the above amount are hereby approved and ordered paid this date of 08/07/2012

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

County Clerk

Reid O. West, Member

Authorization for Bonds

8-7-12

Robert Baldwin	Eden Valley Solid Waste Disposal District-Vice Chairman	\$10,000.00
Gail Johnson	Eden Valley Cemetery District- Secretary	\$ 5,000.00

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Attest:

Donald Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 54529233

That we Robert Baldwin

of Farson, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto EDEN VALLEY SOLID WASTE DISPOSAL DISTRICT, the State of Wyoming, in the penal sum of Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 11th day of April, 2012.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Appointed Elected to the office of VICE CHAIRMAN in the EDEN VALLEY SOLID WASTE DISPOSAL DISTRICT, and State aforesaid for the term beginning July 24, 2012, and ending July 24, 2013.

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



Robert Baldwin
Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President



Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 53919694

That we Gail Johnson

of Farson, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound

unto Eden Valley Cemetery District, the State of Wyoming, in the penal

sum of Five Thousand and 00/100 DOLLARS (\$ 5,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 16th day of April, 2012.

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

in the Eden Valley Cemetery District

and State aforesaid for the term beginning August 11, 2012, and ending August 11, 2013.

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



Gail Johnson
Principal

WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Senior Vice President

Authorization For Abate/Rebate of Ad Valorum Taxes

July 1-15, 2012

NOVC	TAXPAYER	ACCOUNT	TAX DIST	VALUATION	TAX YEAR	TAX AMOUNT
	KEECH JONATHON W	106643	105	-93	2011	-7.06
	BARON MICHAEL E & SUZAN	105148	105	-345	2010	-26.10
	BARON MICHAEL E & SUZAN	105148	105	-345	2011	-26.12
	ROUTH TRAILER COURT	106256	151	-699	2011	-50.86
	FERGUSON WADE	144475	211	-378	2010	-29.48
	FERGUSON WADE	144475	211	-378	2011	-29.56
	BLEMING KATHY L	103037	105	-501	2007	-37.00
	BLEMING KATHY L	103037	105	-459	2008	-34.36
	BLEMING KATHY L	103037	105	-451	2009	-33.68
	BLEMING KATHY L	103037	105	-479	2010	-36.26
	BLEMING KATHY L	103037	105	-478	2011	-36.20
	COLE KATHY & STERLING	133682	151	-327	2010	-23.80
	WEAVER SCOTT & JOLYN	131977	102	-396	2011	-27.72
2012-0289	BP AMERICA PROD CO	62880	100	-4	2010	-0.26
2012-0289	BP AMERICA PROD CO	62880	100	-9579	2010	-611.96
2012-0289	BP AMERICA PROD CO	62880	100	-2659	2010	-169.88
2012-0289	BP AMERICA PROD CO	62880	100	-53972	2010	-3,447.96
2012-0289	BP AMERICA PROD CO	62880	100	-1382	2010	-88.30
2012-0289	BP AMERICA PROD CO	62880	100	-2540	2010	-162.26
2012-0289	BP AMERICA PROD CO	62880	100	-2686	2010	-171.60
2012-0289	BP AMERICA PROD CO	62880	100	-4403	2010	-281.30
2012-0289	BP AMERICA PROD CO	62880	100	-17	2010	-1.10
2012-0289	BP AMERICA PROD CO	62880	100	-7345	2010	-469.24
2012-0289	BP AMERICA PROD CO	62880	100	-1052	2010	-67.22
2012-0289	BP AMERICA PROD CO	62880	100	-1755	2010	-112.12
2012-0289	BP AMERICA PROD CO	62880	100	-5723	2010	-365.62
2012-0289	BP AMERICA PROD CO	62880	100	-2145	2010	-137.04
2012-0289	BP AMERICA PROD CO	62880	100	-907	2010	-57.94
2012-0289	BP AMERICA PROD CO	62880	100	-2578	2010	-164.70
2012-0289	BP AMERICA PROD CO	62880	100	-1	2010	-0.06
2012-0289	BP AMERICA PROD CO	62880	100	-1542	2010	-98.50

PURPOSE OF MEETING: Public Hearing for the Proposed High Desert Rural Health Care District

DATE AND TIME: August 7, 2012 at 9:40 AM

ACTION REQUIRED: Open for public comments – no motion required

OTHER INFORMATION: Meeting has been properly advertised
Dates of advertisement 7/26 and 7/28

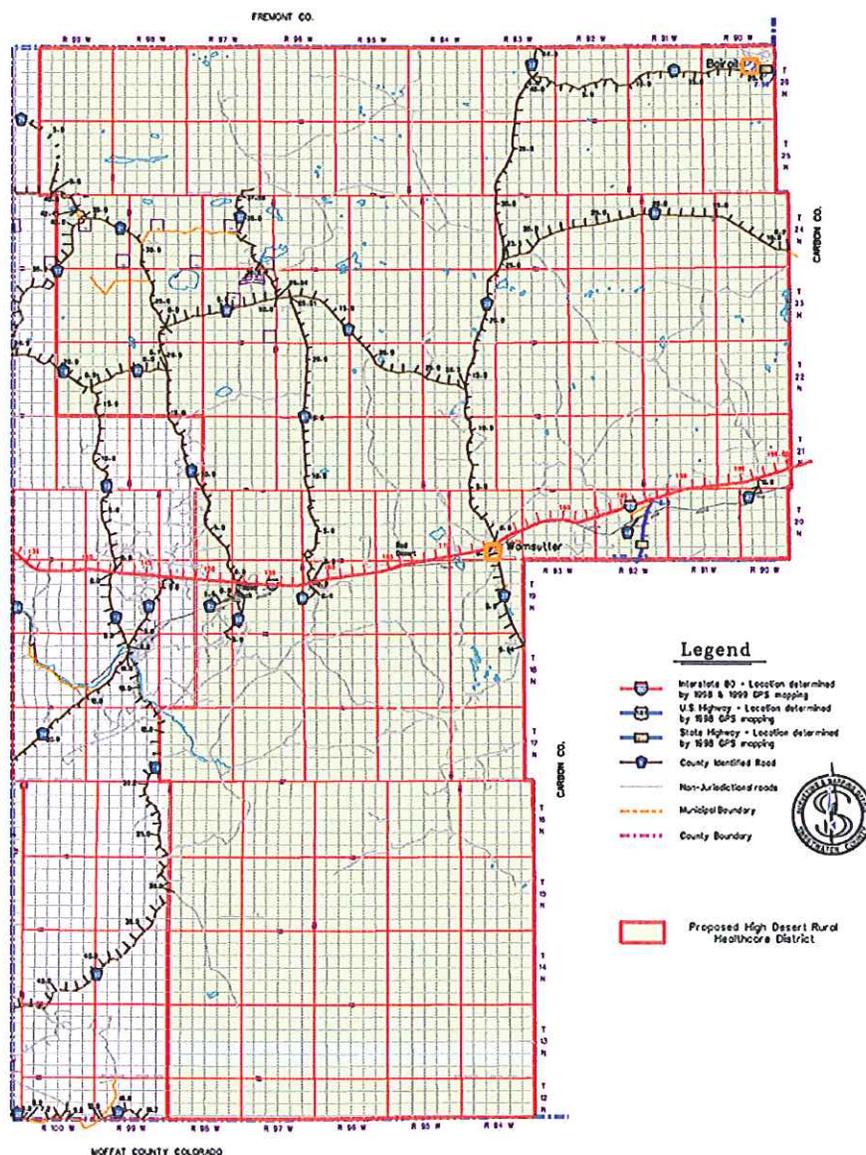
The Board of Sweetwater County Commissioners is giving notice of a Public Hearing on Tuesday, August 7, 2012 at 9:40 AM for the formation of a rural healthcare district.

Purpose of the district is to provide financial support for the Wamsutter Community Health Center in Wamsutter, Wyoming; to provide financial support for the Emergency Medical Services/Ambulance Service, based in Wamsutter, Wyoming; to provide financial support to the healthcare or health promotion related services and/or equipment for the residents, businesses and industries in the region.

The name of the proposed district is the High Desert Rural Healthcare District

The boundaries of the district:

Proposed High Desert Rural Healthcare District



All interested persons may appear and be heard at said public hearing.

/s/ Steven Dale Davis, County Clerk

Advertise as a legal July 26 and July 28

Certified Value	Funded by Prop Tax	Mill Levy Required	Funded - Other Motor Vehicle Fees, etc	Total Amt funded
\$2,853,198,681	Assessor's Mill Levy Worksheet		Resolution Budget Requirements	
General County	27,206,105	9.5353000	\$1,702,633	\$28,908,738
Events Complex	1,844,593	0.6465000	\$115,407	\$1,960,000
Library	3,059,200	1.0722000	\$191,400	\$3,250,600
Hospital - Maintenance	746,967	0.2618000	\$46,795	\$793,762
Museum	247,658	0.0868000	\$15,611	\$263,269
Recreation	470,492	0.1649000	\$29,508	\$500,000
Mental Health	663,369	0.2325000	\$41,646	\$705,015
TOTALS	34,238,384	12.0000000	\$2,143,000	\$36,381,384

NOTE - The Resolution to Provide Income Necessary to Finance Budget (Page 4) listed Tax Requirement Amounts which included monies other than current taxes. The tax mill levy listed on the Resolution was calculated against the certified property tax value of \$2,853,198,681 which accounts for the difference between the Assessor's Mill Levy Worksheet and the Resolution.

MILL LEVY WORKSHEET
2012

	REQUIRED	SUGGESTED LEVY	ACTUAL	WILL FUND
\$2,853,198,681	12.0 MILL DISTRIBUTION		12.00000	\$ 34,238,384
GENERAL			9.53530	\$ 27,206,105
COUNTY HOSPITAL	\$746,967	0.26180	0.26180	\$ 746,967
COUNTY LIBRARY	\$3,059,200	1.07220	1.07220	\$ 3,059,200
COUNTY FAIR OPERATION	\$1,844,593	0.64650	0.64650	\$ 1,844,593
COUNTY MUSEUM OPERATION	\$247,658	0.08680	0.08680	\$ 247,658
MENTAL HEALTH	\$663,369	0.23250	0.23250	\$ 663,369
AIRPORT OPERATION		0.00000		\$ -
CIVIL DEFENSE		0.00000		\$ -
COUNTY BUILDING FUND		0.00000		\$ -
RECREATION PURPOSES	\$470,492	0.16490	0.16490	\$ 470,492
PUBLIC HEALTH PURPOSES		0.00000		\$ -
			2.46470	\$ 34,238,384
COUNTY WIDE WEED & PEST	1,113,466	0.39025	0.391	\$ 1,115,601
WESTERN WYOMING COLLEGE			4.000	\$ 11,412,795
OPTIONAL - BOARD APPROVED			1.000	\$ 2,853,199
SWEETWATER BOCES			0.225	\$ 641,970
TOTAL WWCC LEVY			5.225	\$ 14,907,963
TOTAL COUNTY, WWC, WEED & PEST			17.616	\$ 50,261,948
STATE SCHOOL FOUNDATION PROGRAM			12.000	\$ 34,238,384
MANDATORY COUNTY-WIDE SCHOOL LEVY			6.000	\$ 17,119,192

MILL LEVY WORKSHEET
2012

S.D. # 1		MILL LEVY	WILL FUND	
	\$1,716,769,455	25.000	\$ 42,919,236	
MAINTENANCE, RECREATIONAL		1.000	\$ 1,716,769	
SWEETWATER BOCES		0.500	\$ 858,385	
REGION V BOCES		0.200	\$ 343,354	
TOTAL S.D. # 1 LEVY		26.700	\$ 45,837,744	
S.D. # 2		MILL LEVY	WILL FUND	
	\$947,000,114	25.000	\$ 23,675,003	
SWEETWATER BOCES		0.500	\$ 473,500	
REGION V BOCES (C BAR V & ROOSEVELT)		0.180	\$ 170,460	
REGION V BOCES		0.000	\$ -	
RECREATION		1.000	\$ 947,000	
TOTAL S.D. # 2 LEVY		26.680	\$ 25,265,963	
S.D. # 1C		MILL LEVY	WILL FUND	
	\$189,429,112	25.000	\$ 4,735,728	
RECREATION		1.000	\$ 189,429	
ADULT EDUCATION (W.S. 21-12-103)		1.500	\$ 284,144	
BOCES		0.500	\$ 94,715	
BOCES VOTER APPROVED		0.500	\$ 94,715	
BOND REDEMPTION (FLAT MILL LEVY TO BE APPLIED)		2.450	\$ 464,101	
TOTAL S.D. # 1C LEVY		30.950	\$ 5,862,831	
CITIES		VALUATION	MILL LEVY	WILL FUND
ROCK SPRINGS	\$192,970,126		8.000	\$ 1,543,761
GREEN RIVER	\$75,711,016		8.000	\$ 605,688
SUPERIOR	\$802,835		8.000	\$ 6,423
GRANGER	\$1,392,770		8.000	\$ 11,142
WAMSUTTER	\$3,869,640		8.000	\$ 30,957
BAILROIL	\$59,540,991		8.000	\$ 476,328



George K. Baum & Company

INVESTMENT BANKERS SINCE 1928

August 1, 2012

Mr. Wally Johnson, Chairman
Sweetwater County Commissioners
Sweetwater County Courthouse
80 West Flaming Gorge Way, Suite 109
Green River, WY 82935

Dear Chairman Johnson and Members of the Commission,

We want to thank you for providing us with this opportunity to present information to you regarding the proposed Sweetwater County Specific Purpose Sales and Use Tax. Please keep in mind that these numbers are preliminary as we do not have final amounts from all of the communities.

We have assumed all of the projects will be bonded. We can change that when you receive final information in the very near future. These projects were from the list by Reid West as provided to Barbara Bonds. I have also requested updated interest rates and will have revised numbers when we meet with you on August 7, 2012.

I have attached all of the numbers. Page 2 provides a summary of the cash flow from the sales tax coming in and the debt service on the bonds being paid out. We have to make a number of assumptions and we are conservative on those assumptions. I visited with Robb Slaughter and he suggested we consider \$1,400,000 to \$1,600,000 and we have assumed \$1,400,000 monthly sales and use tax collections.

We also reviewed a five year history of the county wide 1% general purpose tax. This would be the same amount that would have been generated by the 1% specific purpose tax had it been in place during the same time frame. We have added 50 basis points or 1/2 of 1% to the current market interest rates. If the tax passes in November, the sales tax would become effective on April 1, 2013 and first revenues would be available on about June 15. We could sell bonds in the spring of 2013 so we are estimating interest rates for nearly one year from now which is why we have to add something to the current market interest rates.

We have assumed that the bonds would have to be sufficient in size to fund \$82,655,000 in project costs, a debt service reserve fund (this provides additional security to the bond holders and is used on the last payment date to make the bond payment, if not used), and to pay costs of issuance. We have to structure this to provide coverage to the bond holders and for purposes of getting the highest rating from Standard & Poor's. We show coverage of 1.65 times in FY 2014 and then declining thereafter. The coverage means that we structure the debt payment so that the revenues are 1.65 times the debt payment. This is especially important in the earlier years and after that the coverage builds up and we can reduce the debt service coverage. Investors and the rating agencies want to see this level of coverage in the event that the sales tax revenue declines in the future, there is the coverage built into the cash flow to still make the payment on the bonds.

These numbers show that it would take specific purpose sales and use tax revenue of \$100,100,000 to support the bonds and to provide the level of coverage needed. I know that sounds high. The numbers also show that the tax would commence on April 1, 2012 and terminate in 2020. We have been very conservative on our assumptions.

The cash flow shows the revenues and expenditures for the period of time that the specific purpose tax would be in place. Column 1 shows the fiscal years. Column 2 shows the balance at the beginning of the fiscal year from the specific purpose sales and use tax revenue. Column 3 shows the annual collections from the specific purpose sales and use tax revenue. Column 4 shows the income from the reinvestment of the reserve fund. Column 5 shows the interest income on the specific purpose tax balance. We have assumed interest earnings at 1.00% over the life of the bond issue from the reserve fund and the balance in the specific purpose sales and use tax. Column 6 shows the payment on the bonds. Column 7 shows the annual surplus in sales tax revenue and interest earnings after the debt payment. Column 8 shows the annual ending balance in the specific purpose tax account. Column 9 shows the annual debt service coverage. Column 10 shows the cumulative debt service coverage. You can see that the debt service coverage builds up pretty quickly after a couple of years, given these assumptions. If the sales tax revenue comes in at a lower level than \$1,400,000 monthly, this coverage would decline. If the sales tax revenue comes in higher than \$1,400,000, the coverage would increase.

In Column 8, in FY 2020, based on these assumptions, you would have \$5,910,589 left over after all of the bonds are paid off. The resolution that the commissioners and the cities and towns adopt will describe how the excess funds will be spent. The county treasurer notifies the state Department of Revenue and tells them when to terminate the tax.

On page 5 of the attached numbers, we show total interest expense at \$12,628,524. This is approximately 12.6% of the total sales and use tax collections. This does not take into account any interest earnings on the reserve fund or the specific purpose sales tax account. If the collections come in faster than the monthly estimate of \$1,400,000, it would be possible to call the bonds early (as the joint powers board did with the 2006 bonds) and reduce this interest expense. The \$12,628,524 could also decline if interest rates are not 50 basis points higher by next spring when the bonds would be issued.

As I stated previously, these are preliminary numbers and we will update them as we receive final information on the projects to be bonded. We look forward to meeting with you next Tuesday.

Sincerely,



Mary Keating-Scott
Senior Vice-President
Manager, Wyoming Public Finance



Paul Taylor
Assistant Vice President
Wyoming Public Finance

Sweetwater Co. SPT 7-25-12
25-Jul-12
2:45 PM

**Sweetwater County Specific Purpose Tax - Joint Powers Board
State of Wyoming
Lease Revenue Bonds
Series 2013**

**Plan A - 88P "A-" Rated Callable
6/15/2018**

Assumes Estimated Current Market + 50bp

Sales Tax Collection - Assumes \$1,400,000 Monthly

Until Tax of \$100,100,000 is Collected (\$100,100,000 Authorized)

Bond Funded Debt Service Reserve Fund

Tax Exempt Series	\$82,880,000	(7 Year Schedule)
Project Deposit	\$82,855,000	
DSRF	\$8,268,000	

\$0

Table of Schedules

- 1. **Cover Page**
- 2. **Cashflow Schedule**
- 3. **Sales Tax / Bond Fund Draw Schedule**
- 4. **Debt Service Schedule**
- 5. **Bond Production**
- 6. **Sources and Uses of Funds**

Sweetwater County Specific Purpose Tax - Joint Powers Board
 State of Wyoming
 Lease Revenue Bonds
 Series 2013

Estimated Specific Purpose Tax Fund Cash Flow and Debt Service Coverage
 Plan A - S&P "A-" Rated

Fiscal Year 6 - 30	Beginning Specific Purpose Tax Fund Balance	Estimated Annual SPT Revenue (a)	Debt Service Reserve Fund (d)	Interest Income on Specific Purpose Tax Fund Balance	Bond Debt Service	Annual Surplus / (Deficit)	Ending Specific Purpose Tax Fund Balance	Times D/S Coverage Based on Annual Specific Purpose Tax and Interest Earnings and DSRF (b)	Cumulative Times D/S Coverage Includes SPT + Int. Earnings + DSRF - all other Draws + Beginning Fund Balance (c)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
2013	0	0	0	0		0	0	n.a.	n.a.
2014	0	16,100,000	111,731	62,239	(9,880,236)	6,393,734	6,393,734	1.647	1.647
2015	6,393,734	16,800,000	92,680	113,766	(11,198,420)	5,808,026	12,201,760	1.519	2.090
2016	12,201,760	16,800,000	92,680	166,462	(13,569,553)	3,489,589	15,691,349	1.257	2.156
2017	15,691,349	16,800,000	92,680	199,064	(13,605,745)	3,485,999	19,177,348	1.256	2.410
2018	19,177,348	16,800,000	92,680	229,416	(16,174,653)	947,443	20,124,791	1.059	2.244
2019	20,124,791	16,800,000	92,680	238,787	(16,277,400)	854,067	20,978,858	1.052	2.289
2020	20,978,858	0	9,360,680	173,569	(24,602,519)	(15,068,269)	5,910,589	0.388	1.240
		100,100,000	9,935,811	1,183,302	(105,308,525)	5,910,589			

(a) Assumes Sales Tax Receipts at \$1,400,000 Monthly 7/15/13 until \$100,100,000 is Collected.

(b) D/S Coverage = (Annual SPT Revenue + Interest Earnings + DSRF) / (Annual D/S)

(c) Cumulative D/S Coverage = (Annual SPT Revenue + Interest Earnings + DSRF - Project Draws - O&M Draws + Beginning Fund Balance) / (Annual D/S)

(d) Assumes reinvestment income on the Debt Service Reserve Fund is deposited into the Debt Service Fund to pay principal and interest on the Series 2013 Bonds

Sweetwater Co. SPT 7-25-12
draw
25-Jul-12
2:45 PM

Sweetwater County Specific Purpose Tax - Joint Powers Board
State of Wyoming
Lease Revenue Bonds
Series 2013

0

Specific Purpose Tax Fund CashFlow								
periods	Date	Days	Monthly Specific Purpose Tax	Specific Purpose Tax Interest @ 1.0000%	Fixed Rate Debt Service Draws	Debt Service Reserve Fund	Specific Purpose Tax Fund Balance	D/S Coverage with SPT Fund Earnings
	03/15/13		0				0	
1	04/15/13	31	0	0			0	
2	05/15/13	30	0	0			0	
3	06/15/13	31	0	0		0	0	
4	07/15/13	30	700,000	0			700,000	
5	08/15/13	31	1,400,000	595			2,100,595	
6	09/15/13	31	1,400,000	1,784			3,502,379	
7	10/15/13	30	1,400,000	2,879			4,905,257	
8	11/15/13	31	1,400,000	4,166			6,309,423	
9	12/15/13	30	1,400,000	5,188	(1,744,193)	65,381	6,035,807	
10	01/15/14	31	1,400,000	5,126			7,440,933	
11	02/15/14	31	1,400,000	6,320			8,847,253	
12	03/15/14	28	1,400,000	6,787			10,254,040	
13	04/15/14	31	1,400,000	8,709			11,662,749	
14	05/15/14	30	1,400,000	9,586			13,072,334	
15	06/15/14	31	1,400,000	11,103	(8,136,043)	46,340	6,393,734	1.636
16	07/15/14	30	1,400,000	5,255			7,798,989	
17	08/15/14	31	1,400,000	6,624			9,205,613	
18	09/15/14	31	1,400,000	7,818			10,613,432	
19	10/15/14	30	1,400,000	8,723			12,022,155	
20	11/15/14	31	1,400,000	10,211			13,432,366	
21	12/15/14	30	1,400,000	11,040	(5,558,943)	46,340	9,330,804	
22	01/15/15	31	1,400,000	7,925			10,738,728	
23	02/15/15	31	1,400,000	9,121			12,147,849	
24	03/15/15	28	1,400,000	9,319			13,557,168	
25	04/15/15	31	1,400,000	11,514			14,968,682	
26	05/15/15	30	1,400,000	12,303			16,380,985	
27	06/15/15	31	1,400,000	13,913	(5,639,478)	46,340	12,201,760	1.510
28	07/15/15	30	1,400,000	10,020			13,611,789	
29	08/15/15	31	1,400,000	11,561			15,023,350	
30	09/15/15	31	1,400,000	12,760			16,436,109	
31	10/15/15	30	1,400,000	13,509			17,849,619	
32	11/15/15	31	1,400,000	15,160			19,284,779	
33	12/15/15	30	1,400,000	15,834	(6,782,175)	46,340	13,944,778	
34	01/15/16	31	1,400,000	11,844			15,356,621	
35	02/15/16	31	1,400,000	13,043			16,769,664	
36	03/15/16	29	1,400,000	13,324			18,182,988	
37	04/15/16	31	1,400,000	15,443			19,598,431	
38	05/15/16	30	1,400,000	16,108			21,014,539	
39	06/15/16	31	1,400,000	17,848	(6,787,378)	46,340	15,691,349	1.250
40	07/15/16	30	1,400,000	12,897			17,104,246	
41	08/15/16	31	1,400,000	14,527			18,518,773	
42	09/15/16	31	1,400,000	15,728			19,934,502	
43	10/15/16	30	1,400,000	16,385			21,350,886	
44	11/15/16	31	1,400,000	18,134			22,769,020	
45	12/15/16	30	1,400,000	18,714	(7,181,139)	46,340	17,052,938	
46	01/15/17	31	1,400,000	14,483			18,467,420	

47	02/15/17	31	1,400,000	15,685			19,883,104	
48	03/15/17	28	1,400,000	15,253			21,298,357	
49	04/15/17	31	1,400,000	18,089			22,716,446	
50	05/15/17	30	1,400,000	18,671			24,135,117	
51	06/15/17	31	1,400,000	20,498	(6,424,608)	46,340	19,177,348	1.249
52	07/15/17	30	1,400,000	15,762			20,593,110	
53	08/15/17	31	1,400,000	17,490			22,010,600	
54	09/15/17	31	1,400,000	18,694			23,429,294	
55	10/15/17	30	1,400,000	19,257			24,848,551	
56	11/15/17	31	1,400,000	21,104			26,269,655	
57	12/15/17	30	1,400,000	21,591	(8,115,420)	46,340	19,622,167	
58	01/15/18	31	1,400,000	16,665			21,038,832	
59	02/15/18	31	1,400,000	17,889			22,456,701	
60	03/15/18	28	1,400,000	17,227			23,873,928	
61	04/15/18	31	1,400,000	20,276			25,294,205	
62	05/15/18	30	1,400,000	20,790			26,714,994	
63	06/15/18	31	1,400,000	22,689	(8,059,233)	46,340	20,124,791	1.053
64	07/15/18	30	1,400,000	16,541			21,541,332	
65	08/15/18	31	1,400,000	18,295			22,959,628	
66	09/15/18	31	1,400,000	19,500			24,379,128	
67	10/15/18	30	1,400,000	20,038			25,799,165	
68	11/15/18	31	1,400,000	21,912			27,221,077	
69	12/15/18	30	1,400,000	22,373	(8,144,780)	46,340	20,545,010	
70	01/15/19	31	1,400,000	17,449			21,962,459	
71	02/15/19	31	1,400,000	18,853			23,381,112	
72	03/15/19	28	1,400,000	17,936			24,799,049	
73	04/15/19	31	1,400,000	21,062			26,220,111	
74	05/15/19	30	1,400,000	21,551			27,641,662	
75	06/15/19	31	1,400,000	23,476	(8,132,620)	46,340	20,978,858	1.047
76	07/15/19	30	0	17,243			20,996,101	
77	08/15/19	31	0	17,832			21,013,933	
78	09/15/19	31	0	17,847			21,031,781	
79	10/15/19	30	0	17,288			21,049,067	
80	11/15/19	31	0	17,877			21,066,944	
81	12/15/19	30	0	17,315	(7,562,684)	46,340	13,567,916	
82	01/15/20	31	0	11,523			13,579,439	
83	02/15/20	31	0	11,533			13,590,973	
84	03/15/20	29	0	10,798			13,601,771	
85	04/15/20	31	0	11,552			13,613,323	
86	05/15/20	30	0	11,169			13,624,512	
87	06/15/20	31	0	11,572	(17,039,835)	9,314,340	5,910,589	0.007

100,100,000	1,183,302	(105,308,525)	9,935,811
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Average Life	4.582	Years
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Sweetwater Co. SPT 7-25-12
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\$92,680,000
Sweetwater County Specific Purpose Tax - Joint Powers Board
State of Wyoming
Lease Revenue Bonds
Series 2013

Debt Service Schedule

Date	Principal	Coupon	Interest	P & I	Annual P & I	Less DSRF @ 1.0000%	Annual Payment
12/15/13			1,744,193.31	1,744,193.31		(65,390.89)	
06/15/14	8,800,000	1.800	1,238,042.50	8,138,042.50	9,880,235.81	(46,340.00)	9,788,504.92
12/15/14	4,385,000	1.800	1,173,942.50	5,558,942.50		(46,340.00)	
08/15/15	4,605,000	2.100	1,134,477.50	5,639,477.50	11,198,420.00	(46,340.00)	11,105,740.00
12/15/15	5,695,000	2.100	1,087,175.00	6,782,175.00		(46,340.00)	
06/15/16	5,760,000	2.300	1,027,377.50	6,787,377.50	13,569,552.50	(46,340.00)	13,476,872.50
12/15/16	6,220,000	2.300	961,137.50	7,181,137.50		(46,340.00)	
06/15/17	5,535,000	2.500	889,607.50	8,424,607.50	13,805,745.00	(46,340.00)	13,513,065.00
12/15/17	7,295,000	2.500	820,420.00	8,115,420.00		(46,340.00)	
06/15/18	7,330,000	2.850	729,232.50	8,059,232.50	16,174,652.50	(46,340.00)	16,081,972.50
12/15/18	7,520,000	2.850	824,780.00	8,144,780.00		(46,340.00)	
06/15/19	7,815,000	3.150	517,620.00	8,132,620.00	16,277,400.00	(46,340.00)	16,184,720.00
12/15/19	7,165,000	3.150	397,683.75	7,562,883.75		(46,340.00)	
06/15/20	16,755,000	3.400	284,835.00	17,039,835.00	24,602,518.75	(9,314,340.00)	15,241,838.75
	92,680,000		12,628,524.56	105,308,524.56	105,308,524.56	(9,935,810.89)	95,372,713.67

Dated	04/01/13	Average Coupon	2.887504
		NIC	2.887504
Settlement	04/01/13	TIC	2.875627
		Arbitrage Yield	2.875627
		All In Yield	2.875627
		Bond Years	437,350.89
		Average Life	4.72
		Accrued Interest	0.00

Sweetwater Co. SPT 7-25-12
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**State of Wyoming
 Lease Revenue Bonds
 Series 2013**

Sources and Uses of Funds

Sources	Tax Exempt
Principal Amount of Bond Issue	92,680,000.00
<hr/>	
Uses	
Project Fund	82,655,000.00
Debt Service Reserve Fund	9,268,000.00
Bond Discount	\$6.50 /\$1,000 602,420.00
Cost of Issuance	150,000.00
Contingency	4,580.00
	<hr/>
	92,680,000.00 <hr/>

Cost of Issuance

	Tax Exempt
Estimated Cost of Issuance	150,000.00
	<hr/>
	150,000.00 <hr/>

Sweetwater Co. SPT 7-25-12
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**Sweetwater County Specific Purpose Tax - Joint Powers Board
 State of Wyoming
 Lease Revenue Bonds
 Series 2013**

Bond Production Schedule

Settlement Date 04/01/13

Callable	6/15/2018
@	Par

Date	Principal	Rate	Yield	YTM	\$ Price
06/15/14	6,900,000	1.800	1.800		100.000000 6,900,000.00
12/15/14	4,385,000	1.800	1.800		100.000000 4,385,000.00
06/15/15	4,505,000	2.100	2.100		100.000000 4,505,000.00
12/15/15	5,695,000	2.100	2.100		100.000000 5,695,000.00
06/15/16	5,760,000	2.300	2.300		100.000000 5,760,000.00
12/15/16	6,220,000	2.300	2.300		100.000000 6,220,000.00
06/15/17	5,535,000	2.500	2.500		100.000000 5,535,000.00
12/15/17	7,295,000	2.500	2.500		100.000000 7,295,000.00
06/15/18	7,330,000	2.850	2.850		100.000000 7,330,000.00
12/15/18	7,520,000	2.850	2.850		100.000000 7,520,000.00
06/15/19	7,615,000	3.150	3.150		100.000000 7,615,000.00
12/15/19	7,165,000	3.150	3.150		100.000000 7,165,000.00
06/15/20	16,755,000	3.400	3.400		100.000000 16,755,000.00
					92,680,000

Original Issue Discount	0.00
Premium	0.00
Original Issue Discount/\$1,000	0.00
Premium/\$1,000	0.00

6th Penny Proposed Project List --- July 11, 2012					
	Community/Project Identification	Project Cost (M)		2010 Census	Per Capita
Infrastructure Projects - BUNDLE # 1					
Rock Springs					
1	Stagecoach Blvd Extension	\$ 4.85			
2	Sweetwater Drive Extension	\$ 0.40			
3	Miscellaneous Water Projects	\$ 8.46			
4	Miscellaneous Sewer Projects	\$ 3.00			
5	Miscellaneous Storm Sewer Projects	\$ 3.00			
6	Wastewater Treatment Plant	\$ 6.50			
Sub-total Rock Springs			\$ 26.21	23,036	\$1,138
Green River					
1	East Teton (Street and Storm Drain)	\$ 3.07			
2	East Railroad Ave/North 5th East /Hitching Post (Street, Water)	\$ 2.04			
3	Locust St/Apache Ave/Apache Ave/Wind River Dr/North 4th East	\$ 2.16			
4	Knotty Pine Street/Evans Street	\$ 2.07			
5	Second South (Street/Water/Sewer/Storm)	\$ 4.67			
Sub-total Green River			14.01	12,515	\$1,119
Superior					
1	Will Advise	\$ 2.395			
Sub-total Superior			2.395	336	\$7,128
Bairoil					
1	Pave Main Road into Town (Hwy 73/County Rd 22)	\$ 2.00			
Sub-total Bairoil			2.00	106	\$18,868
Granger					
1	Will Advise (some will not be Infrastructure)	\$ 2.00			
Sub-total Granger			2.00	139	\$14,388
Wamsutter					
1	Will Advise	\$ 3.16			
Sub-total Wamsutter			3.16	451	\$7,007
Sweetwater County					
1	Miscellaneous Road Projects	\$ 3.90			
2	Waterline West of Green River	\$ 6.78			
Sub-total Sweetwater County			10.68	43,806	\$89
TOTAL INFRASTRUCTURE PROJECTS			\$ 60.455	43,806	\$1,353
Stand-Alone Projects - BUNDLE # 2					
1	Medical Office Building (County)	\$ 16.10		43,806	\$368
2	Castle Rock Hospital District (County)	\$ 2.10		?	?
Stand-Alone Project					
1	Police Department Building (GR) (May change to \$2M If they get grant)	\$ 4.00		12,515	\$320
Sub-total Stand Alone Projects			\$ 22.20	12,515	\$320
GRAND TOTAL OF ALL PROJECTS			\$ 82.655	43,806	\$1,887

By: RW 07-12-12

Subject: 1% TAX ELECTION
From: Barbara Bonds (Barbara@wyolaw.com)
To: davisd@sweet.wy.us; reidw@folsomassoc.com; swcotresrobb@yahoo.com;
Cc: keating@gkbaum.com; Heather@wyolaw.com;
Date: Tuesday, July 31, 2012 2:56 PM

Gentlemen - Attached hereto is a draft resolution for the 1% tax election that contains the information that I have been able to get so far. As I have highlighted, I have not gotten a complete list from Granger, no information from Wamsutter and I have not been able to connect with anyone from the County - I just wanted you to see where I am.

So far in talking to the communities about bonding – Rock Springs and Superior have said absolutely – they need the money upfront. I talked to Jeff Nieters – he has to talk to the mayor and they have to think it over (but he wanted to know what Rock Springs wanted). The administrator at Castle Rock Hospital District said they can wait for their money – I don't think, however, that she has any idea how long that might be. I talked to the Clerk at Bairoil – she wants to take the question to the Council and wants all the new numbers, etc. by tomorrow so they can decide – that is not possible.

We have a lot to talk about next Tuesday – you will notice that I got very specific with the descriptions of the projects and then a bit more general in the ballot itself. FYI Laramie County is using that specificity in the ballot and so is Big Horn County. Lenore did not want to be specific and I told that we had to – otherwise I would not have been able to get any info from her. With respect to bonding, Mary will have some numbers, but it is hard to do when we don't know if everything that is to be funded will qualify or which communities want to bond.

Last time, because of the timing, we ended up having all the communities call a special meeting in conjunction with the commissioners to adopt the resolutions. It looks like that will be the only way it will work this time also.

Barbara Bonds

Freudenthal & Bonds, P.C.

129 East Carlson Street, P.O. Box 387

Cheyenne, WY 82003

tel: (307) 634-2240

fax: (307) 634-0336

email: barbara@wyolaw.com

E-mail Disclaimer

The information contained in this e-mail, and in any accompanying documents, may constitute confidential and/or legally privileged information. The information is intended only for use by the designated recipient. If you are not the intended recipient (or responsible for delivery of the message to the intended recipient), you are hereby notified that any dissemination, distribution, copying, or other use of, or taking of any action in reliance on this e-mail is strictly prohibited. If you have received this e-mail communication in error, please notify the sender immediately and delete the message from your system.

Circular 230 Disclosure

To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PROPOSITION FOR IMPOSITION OF A ONE PERCENT (1%) SPECIFIC PURPOSE SALES AND USE EXCISE TAX IN SWEETWATER COUNTY, WYOMING, SAID PROPOSITION TO BE PLACED ON THE BALLOT AT AN ELECTION TO BE HELD IN SWEETWATER COUNTY ON TUESDAY, NOVEMBER 6, 2012.

WHEREAS, pursuant to Wyo. Stat. §§ 39-15-203(a)(iii), 39-15-204(a)(iii), 39-16-203(a)(ii) and 39-16-204(a)(ii), counties may impose a sales and use excise tax not to exceed two percent (2%) upon retail sales of tangible personal property, admissions and services made, and upon sales and storage, use and consumption of tangible personal property, within the county, for specified purposes and in specified amounts as authorized by the qualified electors of the county; and

WHEREAS, the Board of County Commissioners (the "Commissioners") of Sweetwater County, Wyoming (the "County" or "Sweetwater County"), in response to the needs of the County and requests received from the governing bodies of the Towns of Bairoil, Wyoming ("Bairoil"), Granger, Wyoming ("Granger"), Superior, Wyoming ("Superior") and Wamsutter, Wyoming ("Wamsutter") and the Cities of Green River, Wyoming ("Green River") and Rock Springs, Wyoming ("Rock Springs") (hereinafter Bairoil, Granger, Green River, Rock Springs, Superior and Wamsutter being sometimes collectively referred to as "Municipalities"), has determined to make a specific purpose sales and use excise tax available as a source of funding in the following specific amounts and for the following specific purposes (the "Projects"):

1. **\$60,455,000** and interest earned thereon for the Municipalities and the County for the following:
 - (i) \$2,000,000 to Bairoil for paving the main road into Town (Hwy 73/County RD 22);
 - (ii) \$2,000,000 to Granger for firehouse expansion and equipment, construction of a pump station and water line from the Hamms Fork River to the Granger treatment plant, rehabilitation of the Town's old water tank and drilling of an emergency well; (PLEASE NOTE THAT THESE ITEMS TOTAL SIGNIFICANTLY LESS THAN \$2,000,000 - I SPOKE WITH LENORE AND SHE TOLD ME SHE WOULD HAVE TO GET BACK TO ME WITH OTHER PROJECTS BUT I HAVE NOT HEARD FROM HER);
 - (iii) \$2,395,342 (THE MAYOR SAID THAT I WAS MISSING \$342 IN MY NUMBER) to Superior for paving, curb, gutter and sidewalk (where appropriate) improvements on the following streets - Berta, Manning Court, Horse Thief Lane and Cliff Overy; and storm drainage improvements on Berta, Manning Court, Cliff Overy, Horse Thief Lane and Fourth Street;
 - (iv) \$3,160,000 to Wamsutter for (PLEASE NOTE THAT ALTHOUGH I HAVE CONTACTED THEM TWICE THERE HAS BEEN NO RESPONSE);

- (v) \$14,010,000 to Green River for (a) street and storm drain improvements on (1) East Teton Boulevard from Astle Avenue to Monroe Avenue, (2) Hitching Post Drive from Monroe Avenue to Crossbow Drive, and (3) Knotty Pine Street from Riverview Drive to its south end; (b) street and water main improvements on (1) East Railroad Avenue from North Third East Street to its east end, (2) North Fifth East Street from its south end to Flaming Gorge Way, and (3) Knotty Pine Street from Riverview Drive to its south end; (c) street improvements on (1) Locust Street from Riverview Drive to Stephens Street, (2) Apache Avenue from Trail Drive to Cliff View Drive, (3) Apache Avenue from Indian Hills Drive to Grand View Drive, (4) Wind River Drive from Hitching Post Drive to West Teton Boulevard, and (5) North Fourth East Street from Flaming Gorge Way to East Second North Street; and (d) street, water main, sewer main and storm drain improvements on Evans Drive from Uinta Drive to Wilkes Drive;
 - (vi) \$26,210,000 to Rock Springs for (a) Arterial Standards improvements associated with the Stagecoach Drive Extension; (b) Collector Standards improvements associated with the Summit Drive Extension; (c) paving, curb, gutter and sidewalk improvements for the Sweetwater Drive Extension; (d) sanitary sewer, road, curb, gutter and sidewalk improvements associated with Center Street and South Belt Route; (e) miscellaneous sanitary sewer pipe and manhole replacement, (f) water line relocation and replacement, fire hydrants and road repairs on Bellview Street; (g) upsizing and upgrading of the Gateway Pump Station; (h) installation of 30 inch waterline from the West Kanda location to the water treatment plant in Green River, (i) storm sewer improvements, road repair, curb, gutter and sidewalk located in the North Belt Route North, South Center Street to Bitter Creek and Channel Street to Elk Street; and (j) installation of a new sludge dewatering process, replacement of the pavement drying pad, and modifications to the Rock Springs Waste Water Treatment Plant to improve operations and rid the City of the odor;
 - (vii) \$10,680,000 to the County for (PLEASE NOTE THAT I HAVE NOT BEEN ABLE TO MAKE CONTACT TO GET SPECIFICS);
2. **\$18,200,000** and interest earned thereon for the County for the following:
 - (i) construction, furnishing and equipment of a medical office building for Sweetwater County Memorial Hospital (\$16,100,000); and
 - (ii) renovations (windows, doors, flooring, lighting, roofing, parking lot paving), remodeling of rooms at the Villa, equipment and vehicles (three (3) diesel ambulances, pick-up truck with snow plow and resident transportation bus) for Castle Rock Hospital District (\$2,100,000).
 3. **\$4,000,000** for Green River for the construction, furnishing and equipment of a new facility for the Green River Police Department; and.

WHEREAS, the Commissioners have determined that in order to fund the Projects, and, to the extent necessary and allowed by law, to pay debt service and/or lease payments relating to the Projects, and, if necessary and/or available, to be used to leverage or match federal and/or state grant funds, a specific purpose sales and use excise tax should be imposed in the amount of one percent (1%) (the "Tax"); and

WHEREAS, the Commissioners have determined that it is necessary to approve the proposition for imposition of the Tax by submitting three (3) ballot questions to the qualified registered electors of the County; and

WHEREAS, pursuant to the provisions of Wyo. Stat. §§ 39-15-203(a)(iii)(A) and 39-16-203(a)(ii)(A), before any proposition to impose the Tax shall be placed before the electors of the County, the Commissioners and the governing bodies of at least two-thirds (2/3) of the Municipalities shall adopt a resolution approving the proposition, setting forth a procedure for qualification of the ballot questions for placement on the ballot and specifying how excess funds shall be expended;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SWEETWATER COUNTY, WYOMING:

Section 1. At an election to be held in Sweetwater County, Wyoming, in conjunction with the general election on Tuesday, November 6, 2012, between the hours of 7:00 A.M. and 7:00 P.M., there will be submitted to the qualified registered electors of the County the proposition of imposing a one percent (1%) specific purpose sales and use excise tax for the exclusive purpose of funding the acquisition of land (if necessary), the planning, engineering, constructing, remodeling, furnishing, equipping and supplying, and, to the extent necessary and allowed by law, the payment of operation and maintenance, debt service, and/or lease payments for the Projects, as more particularly set forth in the Proclamation and Notice of Election.

Section 2. The election on the proposition shall be held at the Election Districts, Precincts and Polling Places as more particularly set forth in the Proclamation and Notice of Election.

Section 3. Any qualified registered elector of the County shall be entitled to vote on the proposition in person or by absentee ballot, in the precinct in which he or she is registered. The election on the proposition shall be held at the Election Districts, Precincts and Polling Places as more particularly set forth in the Proclamation and Notice of Election. A qualified registered elector includes every citizen of the United States who is a bona fide resident of Wyoming and Sweetwater County, has registered to vote not less than 14 days before the election and who will be at least eighteen (18) years of age on the day of the election. Any qualified elector who did not register to vote prior to the 14 day registration cutoff date will be allowed to register and vote at the polls on election day, November 6, 2012, or at the Sweetwater County Clerk's Office, Sweetwater County Courthouse, in Green River, Wyoming, at the time of voting by absentee ballot.

Absentee voting on the proposition is permitted as hereinafter provided for in this resolution and in the Proclamation and Notice of Election.

Section 4. The votes for and against the proposition, including absentee votes, shall be registered on OPTECH III Eagle Voting Systems ballots. The ballots shall be in substantially the following form:

OFFICIAL 1% SPECIFIC PURPOSE SALES AND USE EXCISE TAX ELECTION BALLOT
SWEETWATER COUNTY, WYOMING
NOVEMBER 6, 2012

INSTRUCTIONS TO VOTERS

TO VOTE, COMPLETE THE ARROW POINTING TO THE CHOICE "FOR THE SPECIFIC PURPOSE SALES AND USE EXCISE TAX" OR "AGAINST THE SPECIFIC PURPOSE SALES AND USE EXCISE TAX." IF YOU TEAR, DEFACE OR WRONGFULLY MARK THIS BALLOT, RETURN IT TO THE ELECTION OFFICIAL.

There are three (3) separate ballot questions proposed for funding through a 1% Specific Purpose Sales and Use Excise Tax. Each ballot question stands alone. You may vote for or against each ballot question. Each ballot question must receive a majority of votes cast on that question to be approved. Regardless of the number of ballot questions approved, the total Specific Purpose Sales and Use Excise Tax imposed will not exceed 1%.

Shall Sweetwater County, Wyoming, be authorized to impose a one percent (1%) Specific Purpose Sales and Use Excise Tax within the County, the proceeds from which and the interest earned thereon to be used for funding the acquisition of land (if necessary), the planning, engineering, construction, remodeling, furnishing, equipping and supplying, and, to the extent necessary and allowed by law, the payment of operation and maintenance, debt service, and/or lease payments and, if necessary and/or available, to be used to leverage or match federal and/or state grant funds, in the following specified amounts and for the specified purposes provided below:

BALLOT QUESTION ONE

To collect a total of \$60,455,000 and interest earned thereon for the following Municipal and County Projects:

- \$ 26,210,000 to the City of Rock Springs for water, wastewater, sanitary sewer, storm sewer and street improvements;
- \$ 14,010,000 to the City of Green River for water, sanitary sewer, storm sewer and street improvements;
- \$ 3,160,000 to the Town of Wamsutter for _____;
- \$ 2,395,000 to the Town of Superior for street and storm sewer improvements;
- \$ 2,000,000 to the Town of Granger for _____;
- \$ 2,000,000 to the Town of Bairoil for paving the main road into Town; and
- \$ 10,680,000 to the County for _____.

FOR THE SPECIFIC PURPOSE SALES AND USE EXCISE TAX
AGAINST THE SPECIFIC PURPOSE SALE AND USE EXCISE TAX



BALLOT QUESTION TWO

To collect a total of \$18,200,000 and interest earned thereon for the County for a medical office building for Sweetwater County Memorial Hospital (\$16,100,000) and renovations and vehicles for Castle Rock Hospital District (\$2,100,000).

FOR THE SPECIFIC PURPOSE SALES AND USE EXCISE TAX
AGAINST THE SPECIFIC PURPOSE SALES AND USE EXCISE TAX



BALLOT QUESTION THREE

To collect a total of \$4,000,000 and interest earned thereon for Green River for the construction of a new facility for the Green River Police Department.

FOR THE SPECIFIC PURPOSE SALES AND USE EXCISE TAX
AGAINST THE SPECIFIC PURPOSE SALES AND USE EXCISE TAX



Section 5. The County Clerk shall cause the Proclamation and Notice of Election to be published at least once in the Green River Star, in Green River, Wyoming, and the Daily Rocket-Miner, in Rock Springs, Wyoming, newspapers of general circulation in the County, not less than thirty (30) days nor more than forty (40) days before the date of election or, at the Clerk's discretion, said Proclamation and Notice of Election may be combined with and given in the same manner as the notice of the general election. . The Proclamation and Notice of Election shall specify the name of the County, the date, time and place of election, the questions to be submitted and the fact that only qualified registered electors of the County will be permitted to vote thereon. The County Clerk shall also cause a Notice of Registration to be published. The Notices shall be in substantially the following forms:

PROCLAMATION AND NOTICE OF ELECTION
1% SPECIFIC PURPOSE SALES AND USE EXCISE TAX ELECTION
SWEETWATER COUNTY, WYOMING
TUESDAY, NOVEMBER 6, 2012

PUBLIC NOTICE IS HEREBY GIVEN that at an election to be held in Sweetwater County, Wyoming, in conjunction with the general election on Tuesday, November 6, 2012, there shall be submitted to the qualified registered electors of the County the following three (3) ballot questions:

Shall Sweetwater County, Wyoming, be authorized to impose a one percent (1%) Specific Purpose Sales and Use Excise Tax within the County, the proceeds from which and the interest earned thereon to be used for funding the acquisition of land (if necessary), the planning, engineering, construction, remodeling, furnishing, equipping and supplying, and, to the extent necessary and allowed by law, the payment of operation and maintenance, debt service, and/or lease payments and, if necessary and/or available, to be used to leverage or match federal and/or state grant funds, in the following specified amounts and for the specified purposes provided below:

BALLOT QUESTION ONE

To collect a total of \$60,455,000 and interest earned thereon for the following Municipal and County Projects:

- \$ 26,210,000 to the City of Rock Springs for water, wastewater, sanitary sewer, storm sewer and street improvements;
- \$ 14,010,000 to the City of Green River for water, sanitary sewer, storm sewer and street improvements;
- \$ 3,160,000 to the Town of Wamsutter for _____;
- \$ 2,395,000 to the Town of Superior for street and storm sewer improvements;
- \$ 2,000,000 to the Town of Granger for _____;
- \$ 2,000,000 to the Town of Bairoil for paving the main road into Town; and
- \$ 10,680,000 to the County for _____.

FOR THE SPECIFIC PURPOSE SALES AND USE EXCISE TAX 
AGAINST THE SPECIFIC PURPOSE SALE AND USE EXCISE TAX

BALLOT QUESTION TWO

To collect a total of \$18,200,000 and interest earned thereon for the County for a medical office building for Sweetwater County Memorial Hospital (\$16,100,000) and renovations and vehicles for Castle Rock Hospital District (\$2,100,000).

FOR THE SPECIFIC PURPOSE SALES AND USE EXCISE TAX 
 **AGAINST THE SPECIFIC PURPOSE SALES AND USE EXCISE TAX**

BALLOT QUESTION THREE

To collect a total of \$4,000,000 and interest earned thereon for Green River for the construction of a new facility for the Green River Police Department.

FOR THE SPECIFIC PURPOSE SALES AND USE EXCISE TAX 
AGAINST THE SPECIFIC PURPOSE SALES AND USE EXCISE TAX

The Election Districts, Precincts and Polling Places shall be as follows:

DISTRICT NO.	PRECINCT NO.	POLLING PLACE	ADDRESS
1	1	Granger Town Hall	106 West 1st, Granger
3	2	RS First United Methodist Church	1515 Edgar St., Rock Springs
3	3	RS First United Methodist Church	1515 Edgar St., Rock Springs
3	4	RS North Side Parish Center	663 Bridger Ave., Rock Springs
3	5	RS County Office Building	731 C Street, Rock Springs
4	1	RS South Side Parish Center	109 Third St., Rock Springs
4	2	RS White Mountain Library	2935 Sweetwater Dr., Rock Springs
4	3	RS Sweetwater County Garage	430 West Blair, Rock Springs
4	4	RS First Congregational Church	1275 Adams Ave., Rock Springs
5	1	RS Fire Station #1	600 College Dr., Rock Springs
5	2	RS Western Wyoming College	2500 College Dr., Rock Springs
5	3	RS School Administration Bldg.	3550 Foothill Blvd., Rock Springs
5	4	RS School Administration Bldg.	3550 Foothill Blvd., Rock Springs
5	5	RS White Mountain Library	2935 Sweetwater Dr., Rock Springs
6	1	RS Civic Center	410 N Street, Rock Springs
6	2	RS County Events Complex	3320 A Yellowstone Rd., Rock Springs
6	3	RS Western Wyoming College	2500 College Drive, Rock Springs
6	4	RS County Events Complex	3320 A Yellowstone Rd., Rock Springs
7	1	RS County Events Complex	3320 A Yellowstone Rd., Rock Springs
7	2	RS County Events Complex	3320 A Yellowstone Rd., Rock Springs
9	1	Jamestown K-Motive Building	249 Wilson, Jamestown
9	2	Jamestown K-Motive Building	249 Wilson, Jamestown
10	1	GR Sweetwater Co. Library	300 North First East, Green River
10	2	GR Lincoln Middle School	300 Monroe Ave., Green River
10	3	GR Lincoln Middle School	300 Monroe Ave., Green River
10	4	GR Recreation Center	1775 Hitching Post, Green River
10	5	GR Mansface Church	350 Mansface Dr., Green River
10	6	GR Truman School	1055 West Teton Blvd, Green River
12	1	Reliance Fire Station	1016 3 rd Street, Reliance
13	1	Washam Fon Slagowski Residence	Co. Road 13, Washam
19	1	Superior Administration Building	3 N. Main, Superior
20	1	Farson Community Hall	39 B N Highway 28, Farson
21	1	Point of Rocks Roger Varley Residence	101 Arwood, Point of Rocks
23	1	Wamsutter Town Hall	231 McCormick Street, Wamsutter
24	1	McKinnon School Building	10 ½ Old Highway 414, McKinnon
25	1	Bairoil Town Hall	Bairoil

The polls will open at 7:00 A.M. and will close at 7:00 P.M. on the day of the election. Any registered elector of the District shall be entitled to vote on the proposition in person or by absentee ballot in the precinct in which he or she is registered. A qualified registered elector includes every citizen of the United States who is a bona fide resident of Wyoming and the District, has registered to vote not less than 14 days before the election and who will be at least eighteen (18) years of age the day of the election. Any qualified elector who did not register to vote prior to the 14 day registration cutoff date will be allowed to register and vote at the polls on election day, November 6, 2012. Sweetwater County residents will also be allowed to register at the Sweetwater County Clerk's Office, Sweetwater County Courthouse, Green River, Wyoming, at the time of voting by absentee ballot.

The votes cast, including absentee votes, shall be by OPTECH III Eagle Voting Systems ballots. The ballots shall contain the same questions as stated above and a voting device will be provided to permit the elector to indicate his or her vote by completing the arrow pointing to the choice **"FOR THE SPECIFIC**

PURPOSE SALES AND USE EXCISE TAX” or “AGAINST THE SPECIFIC PURPOSE SALES AND USE EXCISE TAX” expressing his or her choice. Instructions will be provided to assist the elector in casting his or her vote.

If at such election a majority of the qualified electors voting on the proposition are in favor of imposing the additional tax, the tax shall commence on April 1, 2013.

Any qualified registered elector may vote by absentee ballot beginning forty-five (45) days before the election. Only a qualified registered elector may receive an absentee ballot by requesting by telephone or in writing. Calls can be made to (307) 872-6400 or (307) 352-6700. Written requests may be mailed to Dale Davis, Sweetwater County Clerk, P.O. Box 730, Sweetwater County Courthouse, 80 West Flaming Gorge Way, Green River, Wyoming 82935. A written request must contain your name, date of birth and current Wyoming residence address by street, city, county, and zip code or last Wyoming residence address and month and year of leaving Wyoming to live temporarily in another state or nation, if applicable, and a statement that the applicant is entitled to vote in the election. Absentee ballots must be returned to the Clerk's office and must be received by 7:00 p.m. on election day. Absentee ballots cannot be returned to any polling place. Absentee ballots cannot be requested after 5:00 p.m. the day before election day, or on election day.

IN WITNESS WHEREOF, the Board of County Commissioners of Sweetwater County, Wyoming, has caused this Notice to be given by the County Clerk of Sweetwater County, as required by law, as of the ___ day of August, 2012.

(S E A L)

/s/ Dale Davis
County Clerk
Sweetwater County, Wyoming

Publish in: Green River Star
Daily Rocket-Miner

Publish on: _____, 2012

NOTICE OF REGISTRATION

NOTICE IS HEREBY GIVEN that the proposition of imposing a one percent (1%) Specific Purpose Sales and Use Excise Tax in Sweetwater County, Wyoming, will be submitted at an election to be held in conjunction with the general election on Tuesday, November 6, 2012.

In order to vote at this election, an elector must be a qualified elector who has registered to vote not less than 14 days before the date of election. Persons who are otherwise qualified to vote, but who are not presently registered, may register at the Office of the Sweetwater County Clerk, Sweetwater County Courthouse, 80 West Flaming Gorge Way, Green River, Wyoming, or at the offices of the City Clerk of Rock Springs, Wyoming, and the Town Clerk-Treasurers of Bairoil, Granger, Superior and Wamsutter, Wyoming, not later than the close of business on Monday, October 22, 2012. For the convenience of the public, the County Clerk's Office will be conducting evening registration from 6:00 P.M. to 8:00 P.M. on _____, October __, 2012, in the Rock Springs City Hall and on _____, October __, 2012, in the County Clerk's Office in Green River.

A Proclamation and Notice of Election giving more detailed information concerning the election will be published as required by law on _____, October __, 2012.

IN WITNESS WHEREOF, the Sweetwater County Clerk has caused this Notice to be given as of the __ day of _____, 2012.

(S E A L)

/s/ Dale Davis
County Clerk
Sweetwater County, Wyoming

Publish in: Green River Star
Daily Rocket-Miner

Publish on: _____, 2012

Section 6. The results disclosed by the canvass of votes shall be certified by the election officials to the County Clerk of Sweetwater County, Wyoming. If the majority of votes cast on a particular ballot question at the election is in favor of the imposition of the Tax, such ballot question shall be approved and the Board of County Commissioners, in the manner provided by law, shall then proceed to declare the results of the election, and complete all steps necessary for the imposition of the Tax.

Section 7. The election on the proposition shall be held, conducted and the results canvassed as provided by the Wyoming Election Code of 1973, as amended, more particularly the Political Subdivision Bond Election Law (Wyo. Stat. §§ 22-21-101 to 22-21-112, inclusive).

Section 8. In the event the proposition shall be approved by the qualified registered electors of Sweetwater County, the Tax shall commence on April 1, 2013. Upon distribution of the approved Tax funds to the County (or such lesser amount if the County agrees to terminate the Tax pursuant to the provisions of Wyo. Stat. §§ 39-15-203(a)(iii)(G) and 39-16-203(a)(ii)(G), excess Tax funds shall be retained by the Sweetwater County Treasurer for one (1) year for refund of overpayments. After one (1) year, the excess Tax funds (less any refunds), plus any interest earned thereon, shall be distributed to the County and the Municipalities based on the respective ratio which the principal amount of each Project approved bears to the total principal amount of all Projects approved. All Tax funds, and interest thereon, shall be used for construction, operation, equipment and maintenance of the specified Projects.

Section 9. The passage of this resolution shall constitute written notification to the County Clerk, specifying the date of the election, ballot questions, as required by Wyo. Stat. § 22-21-103, and shall further constitute approval as required by Wyo. Stat. §§ 39-15-203(a)(iii)(A) and 39-16-204(a)(ii)(A).

Section 10. Should any part or provision of this resolution ever be judicially determined to be invalid or unenforceable, such determination shall not affect the remaining parts and provisions hereof, the intention being that each part or provision of this resolution is severable.

ADOPTED AND APPROVED as of the ____ day of August, 2012.

(S E A L)

**BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING**

Chairman

ATTEST:

Commissioner

County Clerk

Commissioner

Commissioner

Commissioner

To: Sweetwater County Commissioners
From: Krisena Marchal
Subject: BOCC Meeting 8/7/12

Request the Approval of the Business Ready Community Grant Agreement for a Workforce Training Facility at Western Working Community College

Executive Summary:

Sweetwater County was awarded a Business Ready Community Grant from the Wyoming Business Council and the State Loan and Investment Board in the amount of \$1,000,000. This funding will be used to construct a 7,500 s.f. hands-on Workforce Training Facility at Western Wyoming Community College.

This project fulfills a statewide need for industrial training to improve safety and increase the skilled workforce. Sweetwater County's main taxpayers will be affected by this project and were primarily responsible for donating the equipment to be housed in the facility.

The grant project budget is summarized below:

2012 Workforce Training Facility Grant Project Budget

	BRC Grant	WWCC	TOTAL GRANT PROJECT
<ul style="list-style-type: none"> • Eligible Project Costs under Grant A/E, survey/tests, project inspection fees, site work, construction and contingencies (Estimated costs were prepared by Plan One) 	1,000,000	535,402	1,535,402
<ul style="list-style-type: none"> • Ineligible Project Costs under Grant Donated equipment (Current value), miscellaneous equipment, and furnishings for the new facility 		449,947	449,947
	\$1,000,000	\$985,349	\$1,985,349

Recommendation:

Staff recommends approval of the grant agreement. A subgrantee agreement that passes on the grant requirements to WWCC will be considered for approval on 8/21/12. The delay is due to the need to have the primary grant agreement approved first.

Attachments:

1. Business Ready Community Grant Agreement

Action Requested: Motion to approve, and have the Chairman sign, the Business Ready Community Grant Agreement for a Workforce Training Facility at Western Wyoming Community College

**BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
SWEETWATER COUNTY**

1. **Parties.** The parties to this Grant Agreement are the State of Wyoming, by and through the Wyoming Business Council (“WBC”), whose address is 214 West 15th Street, Cheyenne, Wyoming 82002 and Sweetwater County, a political subdivision the State of Wyoming (“Grantee”), whose address is 80 West Flaming Gorge Way, Suite 109, Green River, WY 82935.

2. **Purpose of Grant Agreement.** The WBC shall provide Business Ready Community Grant and Loan Program (“BRC”) Community Readiness funds to Grantee in the amount set forth in Section 4, and Grantee shall undertake and complete materials, projects and/or services (collectively, the “Project”) described in Attachments A, B and C attached hereto. Performance by Grantee of the requirements of this Grant Agreement and compliance with all BRC program rules and regulations is a condition to Grantee’s receipt of monies hereunder.

3. **Term of Grant Agreement and Required Approvals.** This Grant Agreement shall commence upon the date the last signature is affixed hereto. All construction services shall be completed by December 31, 2013, unless an extension is approved by WBC. This grant agreement shall terminate on June 30, 2017, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This agreement may be extended when, in the sole discretion of the WBC, circumstances require an extension. Any extension shall be done by written amendment.

4. **Payment.** WBC agrees to grant monies to Grantee for performance of the Project, as invoices are submitted for work done in connection with the Project, completed in accordance with the requirements of this Agreement and the BRC program. The total payment to Grantee under this Grant Agreement shall not exceed one million dollars (\$1,000,000) (“Grant”). Payment will be made following Grantee’s delivery to WBC of invoices detailing services performed in connection with the Project in a form satisfactory to WBC. Payment shall be made from WBC’s BRC budget pursuant to the schedule shown on Attachment B hereto. No payment shall be made for any services performed in connection with the Project prior to the date upon which the last required signature is affixed to this Grant Agreement.

5. **Responsibilities of Grantee Regarding the Project.** The Project to be undertaken is described in Attachment A and C which are attached and made a part of this Grant Agreement.

6. **Responsibilities of WBC.** WBC will, at its discretion, assist in providing Grantee access to information, including without limitation providing Grantee with information concerning BRC program requirements, rules and other statutes and regulations referred to herein, and will cooperate with Grantee whenever possible. WBC shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

ORIGINAL

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7. **Special Provisions.**

A. Budget Transfer Limitation. Grantee agrees it will not exceed any of the line item totals listed in Attachment B by more than twenty percent (20%) without prior approval from WBC. Such changes will not result in any change in the total Project costs, or a change in the Grant amount.

B. Default and Remedies. In the event Grantee or any subgrantee of Grantee under this Grant Agreement defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the BRC program rules and regulations, then WBC shall have the right to exercise all remedies provided by law or in equity, including without limitation:

(i) Immediately terminating this Grant Agreement without further liability or obligation of WBC;

(ii) Issuing a letter of warning advising Grantee of the deficiency and putting the Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;

(iii) Recommending, or requesting Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;

(iv) Advising Grantee to suspend disbursement of funds for the deficient activity;

(v) Advising Grantee to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;

(vi) Changing the method of payment to Grantee; and/or

(vii) Reducing, withdrawing, or adjusting the amount of the Grant.

C. Extension of Construction. WBC may, at its discretion, without a written amendment to this Grant Agreement, extend the construction services date if Grantee provides written justification for the extension and that the completion of construction services will not exceed six (6) months from the construction services date established herein. A construction services date extension of six (6) months or less will not change the termination date established herein. All other extensions shall be done by written amendment to this Grant Agreement.

D. Monitor Activities. The WBC shall have the right to monitor all Project related activities of the grantee. 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 personnel in every phase of performance of the Project.

E. No Finder's Fees. No finder's fee, employment agency fee, broker fee or other such fee related to this Grant Agreement shall be paid by either party.

F. Non-Supplanting Certification. Grantee hereby affirms that BRC grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.

G. Publicity. Any publicity given to the Project or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee, shall identify the Business Ready Community Grant and Loan Program as the funding program.

H. Reporting. Within 15 calendar days at the conclusion of each calendar quarter during the Term of this Grant Agreement, Grantee shall furnish WBC with a progress report. Each progress report shall set forth, in narrative form, the Project work accomplished under the Grant during the quarter or any other information requested by WBC. At the end of the term, Grantee shall furnish WBC with a comprehensive report of the Project and accomplishments pursuant to the Grant. Grantee shall likewise furnish WBC with a cumulative financial statement, reflecting total expenditures pursuant to this Grant Agreement upon completion of construction services.

I. Retention of Records. Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Grant Agreement or the BRC program rules and regulations for ten (10) years following WBC's date of notice to Grantee of closeout of the Grant, provided all audit requirements have been fulfilled.

8. General Provisions

A. Amendments. Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, signed by all parties to this Grant Agreement.

B. Americans with Disabilities Act. The Grantee 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 Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and venue for any action shall be in the First Judicial District, Laramie County, Wyoming.

D. Assignment. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. Grantee shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of WBC.

E. Assumption of Risk. The Grantee shall assume the risk of any loss of state funding, due to the Grantee's failure to comply with state requirements. The WBC shall notify the Grantee of any state determination of noncompliance.

F. Audit/Access to Records. The WBC and any of its representatives shall have access to any books, documents, papers, and records of the Grantee that are pertinent to this Grant Agreement.

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

H. Award of Related Grant Agreements. The WBC may undertake or award supplemental or successor grant agreements for work related to this Grant Agreement. The Grantee shall cooperate fully with other grantees and the WBC in all such cases.

I. Compliance with Laws. The Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Grant Agreement.

J. Entirety of Grant Agreement. This Grant Agreement consisting of seven (7) pages, Attachment A, consisting of one (1) page, and Attachment B, consisting of one (1) page, and Attachment C, consisting of five (5) pages, represents the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

K. Extensions. Nothing in this Grant Agreement shall be interpreted or deemed to create an expectation that this Grant Agreement will be extended beyond the term described herein. This Grant Agreement may be renewed by agreement of both parties in writing, provided that there is no right or expectation of renewal or extension beyond the Term, and any renewal or extension will be determined at the discretion of WBC and subject to any necessary WBC approval. Any agreement to extend this Grant Agreement shall include, but shall not be limited to: an unambiguous identification of the Grant Agreement being extended; the term of the extension; a statement that all terms and conditions of the original Grant Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Grant Agreement; and, if the duties of either party will be different during the extension than they were under the original Grant Agreement, a detailed description of those duties.

L. Indemnification. The Grantee shall indemnify, defend, and hold harmless the State, the WBC, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Grantee's failure to perform any of Grantee's duties and obligations hereunder or in connection with the negligent performance of Grantee's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Grantee's malpractice.

M. Independent Contractor. Grantee shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of WBC for any purpose. Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes, which may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing Grantee or its agents and/or employees to act as an agent or representative for or on behalf of WBC, or to incur any obligation of any kind on the behalf of WBC. Grantee agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to WBC employees will inure to the benefit of Grantee or Grantee's agents and/or employees as a result of this Grant Agreement.

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

O. Notices. All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.

P. Ownership of Documents/Work Product/Materials. All documents, records, field notes, data samples, specimens, and materials of any kind resulting from performance of this Grant Agreement are at all times the property of the WBC.

Q. Prior Approval. This Grant Agreement shall not be binding upon either party, no services shall be performed under the terms of this Grant Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Grant Agreement, until this Grant Agreement has been reduced to writing and approved as to form by the Office of the Attorney General.

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

S. Sovereign Immunity. The State of Wyoming and WBC do not waive sovereign immunity by entering into this Agreement and the Grantee does not waive governmental immunity, and each 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. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

T. Taxes. Grantee shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Grant Agreement.

U. Termination of Grant Agreement. This Grant Agreement may be terminated, without cause, by either party upon thirty (30) days written notice. The WBC may terminate this Grant Agreement immediately for cause if the Grantee fails to perform in accordance with the terms and conditions of this Grant Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Grant Agreement, payment under this Grant Agreement may be withheld until such time as the Grantee performs its duties and responsibilities.

V. 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 Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant Agreement shall operate only between the parties to this Grant Agreement, and shall inure solely to the benefit of the parties to this Grant Agreement. The provisions of this Grant Agreement are intended only to assist the parties in determining and performing their obligations under this Grant Agreement.

W. Time is of the Essence. Time is of the essence in the performance by Grantee all provisions of the Grant Agreement.

X. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.

Y. Unused/Misused Funds. The WBC shall be entitled to recover from the Grantee any full or partial payment made under this Grant Agreement for: 1) any payments used for purposes not authorized, or performed outside this Grant Agreement, 2) any payments for services the Grantee is unable to provide, 3) any payments for services the Grantee did not provide but was required to provide under the terms of this Grant Agreement.

Z. Waiver. The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach.

9. **Signatures.** By signing this Grant Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Grant Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Grant Agreement.

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

WYOMING BUSINESS COUNCIL

Robert K. Jensen, Chief Executive Officer

Date

Molly Spangler, Director
Investment Ready Communities

Date

SWEETWATER COUNTY

Wally J. Johnson, Chairman
Sweetwater County Commissioners

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton #90407

S. Jane Caton
Senior Assistant Attorney General

7-13-12
Date

COUNTY ATTORNEY APPROVAL AS TO FORM

Clifford Boevers, Deputy County Attorney for
Brett Johnson, County Attorney
Sweetwater County

7/27/12
Date

**ATTACHMENT A TO
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
SWEETWATER COUNTY**

Grantee will receive the sum of \$1,000,000 of the Business Ready Community (BRC) program funds. Grantee will, in turn, use the funds to construct a 7,500 square foot steel building for a hands-on workforce training center will be sited on 2.25 acres on the Western Wyoming Community College's (WWCC) Rock Spring's campus at 2500 College Drive. The facility will be initially constructed and owned by Sweetwater County and then will subsequently turn over to WWCC for ownership, operation, and maintenance. The proposed project will provide short-term and customized training to the industries that are experiencing employment growth as well as enhance the courses under the Industrial Safety Certificate and Degree Program.

The facility will be self-sustaining. The workforce training facility will generate revenue through annual course fees (\$437,500 annually) and is expected to generate the equivalent to the \$1 million grant request in less than three years. Those funds will be applied to operations, equipment, instructors, programming, and scholarships.

The project is more particularly described in the BRC application received by the WBC on March 1, 2012, and the Development Agreement made February 21, 2012 by and between Sweetwater County and Western Wyoming Community College.

Grantee will be required to provide information as requested by the State of Wyoming, by and through the WBC, about workforce training programs, student enrollment, job creation, revenue recapture, additional investments, marketing, business recruitment, and business development efforts.

**ATTACHMENT B TO
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
SWEETWATER COUNTY**

Projected Grant Expenditure Schedule for Sweetwater County			
DESCRIPTION	BRC	MATCH	TOTAL
		Cash (WWCC)	
Non Construction Costs	\$99,180	\$53,105	\$152,285
Construction Costs	\$900,820	\$482,297	\$1,383,117
Total Project Cost	\$1,000,000	\$535,402	\$1,535,402

For the above Projected Grant Expenditure Schedule "Non Construction Costs" include: appraisal, architectural, engineering, and project inspection fees; "Construction Costs" include: site work, materials, labor, utilities, and contingencies.

This grant is incrementally funded as costs are incurred according to the above Projected Grant Expenditure Schedule. The WBC will release funds only after payment vouchers or invoices approved by the Grantee are submitted to the WBC. After receipt of cash requests and billing documentation, the WBC will pay the amounts of invoices at sixty-five percent (65%). Verification of all in-kind contributions must be submitted to the WBC.

If actual costs of the project are more than the available funds indicated in Attachment B, Grantee agrees to pay the difference in the amount of funds awarded through the BRC Program and the actual costs of the completed Project.

If there is additional funding for the project, the Grantee must provide the WBC with all necessary information regarding the funding.

**ATTACHMENT C TO
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
SWEETWATER COUNTY**

**2012 BRC COMMUNITY READINESS GRANT APPLICATION
WORKFORCE TRAINING FACILITY**

**Contingency & Development Agreement
between Western Wyoming Community College
and Sweetwater County, Wyoming**

1. Parties to and Purpose of this Document: This Contingency & Development Agreement ("Agreement") is entered into between Sweetwater County, Wyoming, by and through the Board of County Commissioners (Sweetwater County), and Western Wyoming Community College, by and through the Board of Trustees for Western Wyoming Community College, for the purpose of coordinating and cooperating in the Workforce Training Facility Project ("the Project") for Western Wyoming Community College and the related Wyoming Business Council Business Ready Community Grant and Loan Program Application ("the Grant").

2. Public Benefit: The objective of the Project is to construct a unique 7,500 sq. ft. laboratory that will provide public benefit through hands-on labor force training to improve safety, prepare industry for economic development and enable students to acquire accredited classes leading to certificates and degrees that will increase student income, job advancement and employability. These types of labor force jobs exceed the self sufficiency wages in Sweetwater County. In addition, a minimum of three part-time benefitted instructor positions may be created as a result of this Project.

The Project is a joint venture with industry who recognize the importance of improving workforce training for increased economic health. Major companies will be donating the primary equipment to be used in the new facility.

Upon completion, the Workforce Training Facility will be the only hands-on labor force laboratory of its kind in a multi-state jurisdiction. The McMurry Training Center has agreed to Partner with Western Wyoming Community College to offer this type of needed training to respond to industry demands.

3. Term of Agreement: This Agreement shall commence upon the day and date last signed by either of the parties to this Agreement, and shall remain in full force and effect until the terms of the Grant have been satisfied.

4. Responsibilities of Sweetwater County: Sweetwater County shall sponsor and submit a BRC Community Readiness Grant application by March 1, 2012 in the amount of \$1 million for a Workforce Training Facility located at 2520 College Drive, Rock Springs, Wyoming. Sweetwater County shall provide general grant administration services including but not limited to project

Contingency & Development Agreement between Western Wyoming Community College and Sweetwater County, Wyoming
BRC Community Readiness Grant Application for a Workforce Training Facility

Page 1 of 3

administration, quarterly reports, draw down requests and payments, auditing, and compliance monitoring.

Sweetwater County also hereby agrees to transfer ownership of any buildings constructed to Western Wyoming Community College upon substantial completion.

5. Responsibilities of Western Wyoming Community College: Western Wyoming Community College shall provide the required grant match and financing in accordance with the Grant budget in the amount of \$495,002 and any other coverage costs for construction as well as implementation. It shall also provide construction administration, including but not limited to bid documentation, bid advertising, bid administration, construction, including the contracts therefore; and implementation of the Workforce Training Facility.

Western Wyoming Community College shall submit reimbursement requests according to Sweetwater County procedures for eligible Project expenses and information for status and quarterly reports.

Western Wyoming Community College also hereby agrees to assume and accept ownership of any buildings constructed upon substantial completion and all future operations, maintenance and funding requirements associated with the Project.

6. Mutual Responsibilities of Sweetwater County and Western Wyoming Community College: The parties agree to use their best efforts to meet any applicable time frames or schedule, to work cooperatively, and to resolve differences as quickly as possible. Sweetwater County and Western Wyoming Community College will cooperate in apprising each other, as far in advance as possible, of any related actions or problems that might affect responsibilities under this AGREEMENT or that might affect either party.

7. Payment: No payment shall be made to either party by the other as a result of this Agreement. Each party shall pay its own costs.

8. General Provisions:

a. **Amendments.** Either party may request changes to this AGREEMENT. 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, and signed by both parties to this AGREEMENT and are effective in accordance with the terms of paragraph 3 above.

b. **Applicable Law.** The construction, interpretation, and enforcement of this AGREEMENT shall be governed by the applicable laws of the State of Wyoming.

Contingency & Development Agreement between Western Wyoming Community College and Sweetwater County, Wyoming
for Community Readiness Grant Application for a Workforce Training Facility

Page 2 of 5

c. **Entirety of Agreement.** This AGREEMENT, consisting of five pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements the subject matter of this AGREEMENT, whether written or oral.

d. **Review and Approval.** This AGREEMENT shall be reviewed and approved as to form by the Sweetwater County Attorney or his representative and by the attorney for the Board of Trustees for Western Wyoming Community College.

e. **Severability.** Should any portion of this AGREEMENT be determined to be illegal or unenforceable, the remainder of the AGREEMENT shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

f. **Sovereign Immunity.** The parties do not waive their sovereign immunity or governmental immunity, as provided by the Wyoming Governmental Claims Act, or otherwise, by entering into this AGREEMENT, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this AGREEMENT.

g. **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 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. The parties to this AGREEMENT intend and expressly agree that only parties signatory to this AGREEMENT shall have any legal or equitable right to seek to enforce this AGREEMENT, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this AGREEMENT, or to bring an action for the breach of this AGREEMENT.

h. **Exchange of Information.** Parties to this AGREEMENT will have access to all information relevant to the fulfillment of their responsibilities under this agreement or the Contract.

i. **Nothing in this AGREEMENT will be construed as limiting or affecting in any way the authority or legal responsibility of Sweetwater County or Western Wyoming Community College, or as binding either party to perform beyond the respective authority of each, or to require either to assume, or expend, any sum in excess of appropriations available. It is understood that all the provisions herein must be within financial, legal, and personnel limitations, as determined practical by the parties. Each party hereby agrees to conform its conduct to all applicable local, county, state, and federal ordinances, laws, rules, and regulations.**

j. **Contacts:** The primary points of contact for carrying out the provisions of this AGREEMENT are:

*Cooperativity & Development Agreement between Western Wyoming Community College and Sweetwater County, Wyoming
WCC Community Readiness Grant Application for a Workforce Training Facility*

Page 3 of 5

Sweetwater County
Krisena Marchal
Grants Manager
80 West Flaming Gorge Way, Suite 19
Green River, Wyoming 82935
Tel: (307) 872-6470
Fax: (307) 872-8992
Email: marchalk@sweet.wy.us

Western Wyoming Community College
Carole Shafer
Director
Workforce & Community Development
1 College Way, Room 207
Green River, WY 82935
Tel: (307) 872-1307
Fax: (307) 875-6705
Email: cshafer@wwcc.wy.edu

INTENTIONALLY LEFT BLANK

Cooperation & Development Agreement Between Western Wyoming Community College and Sweetwater County, Wyoming
BRC Community Readiness Grant Application for a Workforce Training Facility

Page 4 of 5

8. Signature: The parties hereto have signed this Contingency & Development Agreement as of the dates shown below.

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

SWEETWATER COUNTY, by and through:


Wally J. Johnson, Chairman
Board of County Commissioners for
Sweetwater County Wyoming

2/21/12
Date

WESTERN WYOMING COMMUNITY COLLEGE, by and through:


James Roth, Acting President
Western Wyoming Community College
Board of Trustees

2/17/12
Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM


Cliff Blevins,
Deputy County and Prosecuting Attorney

2/17/12
Date

WESTERN WYOMING COMMUNITY COLLEGE ATTORNEY APPROVAL AS TO FORM


Galen West
Attorney

2/07/12
Date

Contingency & Development Agreement Between Western Wyoming Community College and Sweetwater County, Wyoming
BCC Community Readiness Grant Application for a Workforce Training Facility

Page 5 of 6

PROVIDER AGREEMENT

This agreement (the "Agreement") dated the 1st day of July, 2012, by and between Natrona County, Wyoming, acting by and through its Board of County Commissioners and Mark A. Benton, Natrona County Sheriff (hereinafter "Provider"); and the Board of County Commissioners of Sweetwater County, Wyoming and the Sweetwater County Sheriff (hereinafter "Sweetwater County").

RECITALS

WHEREAS, Sweetwater County is desirous of having the Provider provide juvenile detention services and sentencing options to Courts and Law Enforcement in Sweetwater County when space is available at the Natrona County Regional Detention Center; and

WHEREAS, this function necessitates the need for supervision, administration and coordination; and

WHEREAS, the Provider represents that it is ready, willing, and able to provide the professional services to Sweetwater as required by this Agreement; and

WHEREAS, Sweetwater County desires to retain the Provider to perform such services.

WHEREAS, Provider has contracted with Cornerstone Programs Corporation to operate the Natrona County Regional Juvenile Detention Center.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties, intending to be bound, agree as follows:

SCOPE OF SERVICES:

Provider shall perform the following services:

- A. Provider will operate a secure and safe Regional Juvenile Detention Center ("RJDC") meeting the requirements of applicable State standards for the detention of a population not to exceed the maximum number of juveniles allowed by the certifying authority; housing the following juveniles when space is available at the RJDC:
 1. Juveniles sentenced or held pursuant to the order of the court to serve a period of detention or held pending arraignment.
 2. Juveniles held awaiting transport to a State facility after sentencing by the Court to serve a period of incarceration.

3. Juveniles placed under an agreement with other State, Federal or local governments.
 4. Juveniles arrested for violations of state statute by any State law enforcement agency and/or municipal police officers.
- B. Provider will provide routine health care screenings at intake for juveniles at the RJDC. Provider reserves the right to refuse detainees who suffer from serious health conditions which cause a threat to the proper care of the detainee or an undue burden of care on the Provider. Provider provides on-site nursing services for sick call, to facilitate medications, and for minor medical care not requiring a physician's attention. Provider will ensure that provisions are made for emergency services for each juvenile detainee, outside of the routine and non-emergency health care provided by Provider. Provider will not be financially responsible for the costs of any health care provided outside the facility including, but not limited to clinic visits, doctor visits, prescriptions, emergency room or hospitalization etc., unless incurred as a result of provider's actions or inactions.
- C. The Provider will prepare a detailed accounting of medical expenses of the juvenile who received medical services. Sweetwater County agrees to reimburse the Provider for any medical expenses for juveniles placed by Sweetwater County paid by the Provider that were not incurred as a result of the Provider's actions or inactions. Sweetwater is responsible for prescription drugs and other prescribed medical equipment and care for juveniles placed by Sweetwater County at the RJDC. For specialized medical appointments within Natrona County, Provider's secured transport division will provide transportation. Specialized medical appointments outside of Natrona County will be facilitated by Provider's secured transport division at a cost to Sweetwater County of the current federal GSA per diem rate in effect at the time of such transport.
- D. Provider will provide for transportation of juveniles for court ordered functions and hearings. Provider will bill for such transportation at the rate proscribed by the federal GSA per diem in effect at the time of transport.
- E. Provider will provide for education, recreation and counseling programs for each juvenile to include the following:
1. Educational instruction will be conducted by the Natrona County School district and will meet applicable State educational standards, for the minimum amount of weekly classroom time required by the Wyoming Department of Education. Any reimbursement received by provider from the Department of Education for these services shall not reduce the daily rate of the Placement Agency as provided for herein.
 2. Weekly counseling programs to include basic life skills groups, substance

abuse education and relapse prevention, and vocational, elective and cognitive skills programming.

3. A minimum of one (1) hour per day structured recreation programming.
- F. The Provider shall have a procedure for systematically assessing each juvenile for their individual criminal risks, criminogenic needs, suicidal tendencies and responsiveness to various intervention strategies. The Provider shall use the assessment protocol to determine housing classification, group activities, counseling program, treatment recommendations and compatibility of juveniles.
1. No juvenile shall come into any contact with an adult inmate while at the facility. No juveniles shall be housed in a detention area allowing sight or sound access to adult inmates.
 2. Provider shall comply with State and Federal requirements regarding juvenile detention.
 3. Sweetwater County will have full access to operational records specific to those juveniles detained for Sweetwater County and may conduct reviews of use-of-force and criminal incidents related to those juveniles.

PLACE OF PERFORMANCE:

- A. The services of the Provider will be rendered at the Natrona County Regional Juvenile Detention Center, Casper, Wyoming, (the Premises"). At the discretion of the Provider, in consultation with the Sheriff, services may also be provided at the Southeastern Wyoming Juvenile Center located at 3304 East 1-80 Service Road, Laramie County, Wyoming for space considerations. All costs of such transportation will be borne by the Provider.

TERM OF AGREEMENT:

- A. The services of the Provider will commence upon July 1, 2012 and extend for twelve (12) months from that date.

COMPENSATION:

- A. In consideration of the performance of services rendered under this Agreement, the Provider shall be compensated for services performed in accordance herewith in the amount of \$195.00 per day per juvenile, plus any additional expenses provided in this Agreement, including but not limited to, medical expenses and transportation cost.

METHOD OF PAYMENT:

- A. Payment will be made in the following manner. Upon receipt of a voucher for payment from the Provider specifying that the Provider has performed the services in conformance with the Agreement, Sweetwater County shall promptly remit payment to Provider
- B. Payments on invoices will be made by Sweetwater County within forty-five (45) days of receipt.

GENERAL TERMS AND CONDITIONS:

- A. **Termination of Agreement** – Sweetwater County or Provider may terminate this Agreement by providing thirty (30) days written notice to other party of intent to terminate this Agreement. Notice of violation of the terms of the Agreement shall be given in writing to the other party. Loss of licensure may, at the option of Sweetwater County, result in immediate termination.
- B. **Assignment** - The Provider shall not assign any interest in this Agreement without the prior written approval of Sweetwater County.
- C. **Findings Confidential** - All reports, information, data, studies, surveys, juvenile information or other intelligence or communications of whatever sort, kept in any medium, given to, prepared by, assembled by or otherwise in the possession of the Provider or Sweetwater County under this Agreement, shall be deemed confidential and shall not be made available to any third party by the Provider or Sweetwater County without the order of a Court of competent jurisdiction, or the written consent of the parties hereto.
- D. **Governing Law** - This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming.
- E. **Intent** – Sweetwater County and Provider each represent that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties hereto that Provider shall perform all of the services to be provided hereunder for the compensation set forth herein. Provider agrees that it has made a careful examination of the services to be rendered hereunder, and that the Agreement price set forth herein above is adequate compensation for all the services to be rendered under the terms of this Agreement.
- F. **Wyoming Governmental Claims Act** - No waiver of any immunity or limitation of liability afforded by the Wyoming Governmental Claims Act is intended by the parties, and that Natrona County, Natrona County Sheriff, Sweetwater County, and Sweetwater County Sheriff retain all such immunities and limitations of liability.

G. 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.

Witness our hands this ____ day of _____, 2012.

NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

Ed Opella, Chairman

Attest:

Renea Vitto, Natrona County Clerk

NATRONA COUNTY SHERIFF

Mark A. Benton

SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS

_____, Chairman

SWEETWATER COUNTY SHERIFF

Larry Haskell

Approved as to form:

Natrona County Attorney
Sweetwater County

**Sweetwater County
Board of County Commissioners
Public Meeting**

August 7, 2012

**Land Use
Agenda and Staff Report**

Prepared by:

**Sweetwater County Land Use
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
(307) 872-3914**

Board of County Commissioners Agenda

**County Commissioner's Meeting Room
August 7, 2012 - 1:30 pm
80 West Flaming Gorge Way
Green River, Wyoming**

PUBLIC HEARINGS:

1. Shanna Newton
Home Occupation Permit, Type III
Cute & Curly Pet Grooming and Boarding
2. Joe Bozner
Zoning Map Amendment
Agriculture (A) to Commercial (C)

**PUBLIC HEARING
(Item #1)**

**SHANNA NEWTON
(APPLICANT)
HOME OCCUPATION PERMIT TYPE III**

R-2 (MIXED RESIDENTIAL)

**BOARD OF COUNTY COMMISSIONERS MEETING
AUGUST 07, 2012**

PRESENTER: JOHN T. BARTON

Prepared by:

Sweetwater County Land Use Department
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
(307) 872-3915

STAFF REPORT
Home Occupation Permit/Option III

APPLICANT/OWNER:

Shanna Newton
1317 Main St.
Rock Springs, WY 82901

APPLICATION SUMMARY (EXHIBIT A - APPLICATION):

The applicant is requesting a renewal of a Home Occupation Permit, Type III. This hearing is to consider a request for the renewal of a Home Occupation Permit, from Shanna Newton, for the continued operation of the Cute & Curly dog grooming and dog/cat boarding facility.

ZONING CLASSIFICATION (EXHIBIT B - ZONING MAP):

R-2 (Mixed Residential)

LEGAL DESCRIPTION (EXHIBIT C - VICINITY MAP):

The site is legally described as Lot 5, Block 6, Reliance Subdivision, Wyoming, and is further known as 1317 Main Street, Reliance, Wyoming.

PUBLIC NOTICE:

Adjacent Property Owner Notice Sent:	June 08, 2012
Public Hearing Notice Advertised:	June 08, 2012
Sign Posted on Property:	June 21, 2012

DISCUSSION:

Section 10: Permitted Home Occupations.

The Zoning Resolution provides that the Board may issue permits providing the following Option III Conditions:

Definitions: A home occupation is defined as any business or commercial activity that is conducted or petitioned to be conducted from property that is zoned for residential use.

1. All reasonable objections of neighborhood must be resolved prior to issuing the permit.
2. No Home Occupation will be allowed which materially changes the character of the neighborhood.

A Home Occupation may only be permitted as accessory to the residential main use of a lot in a residential district. As an accessory use, the home occupation shall constitute less than 40% of the floor area than the residential use, and shall constitute less than 40% of the area of the lot than the residential use, except as otherwise permitted.

This business has been in operation since April, 1993, originally under the ownership of Sharon and James Thomas, acquired by the current applicant, Shanna Newton, on January 1, 1996.

PUBLIC COMMENTS:

At the time that this report was prepared, no comments have been received from the public.

Any comments that are received will be presented to the Commission at the time of the hearing.

AGENCY COMMENTS:

The following comments have been received:

- **Rocky Mountain Power:** No issue.
- **North Sweetwater W&S District:** Must comply with State law regarding sewer connection
- **SWC Code Enforcement Specialist:** Requires an IFC inspection for hazards.
- **Colorado Interstate Gas Company:** We have no facilities in the immediate area. Thus we have no concerns.

STAFF COMMENTS:

1. Staff has inspected the premises, as a result of this submittal. A small number of Fire Safety issues were found and were promptly corrected. There are no conditions found to be in violation of the Zoning Resolution.
2. There has been a kenneling operation operating from this location since 1993, and has been in the name of the current applicant since 1995. There is no record of any complaint being filed against this operation since its initial permit in 1993.
3. The applicant has requested that this Home Occupation Permit be granted for a period of five (5) years.
4. Due to the applicant's record of business operation in this location since 1993, staff recommends that if this permit is granted that it be granted for a period of 10 years, subject to a new permit if the business operator, Ms. Newton, changes ownership.

RECOMMENDATION 12-07-ZO-02
SHANNA NEWTON - HOME OCCUPATION PERMIT, TYPE III
CUTE & CURLY DOG GROOMING AND DOG & CAT BOARDING

WHEREAS, Shanna Newton has requested a Home Occupation Permit, Type III in accordance with Section 10 of the Sweetwater County Zoning Resolution. This application is to be located on a parcel described as:

Reliance Subdivision, Block 6, Lot 5, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the County's Zoning Resolution on July 11, 2012 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 4-0 to recommend approval of this request with the following condition:

1. Due to the applicant's record of business operation in this location since 1993, staff recommends that, if this permit is granted, it be granted for a period of 10 years subject to a new permit if the business operator, Ms. Newton, changes ownership.

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends that this request be APPROVED as conditioned.

Dated this 11th day of July, 2012.

Attest:

Sweetwater County
Planning and Zoning Commission

Steven Dale Davis, County Clerk

Dan Scheer, Chairman

RESOLUTION 12-08-ZO-02
SHANNA NEWTON - HOME OCCUPATION PERMIT, TYPE III
CUTE & CURLY DOG GROOMING AND DOG & CAT BOARDING

WHEREAS, Shanna Newton has requested a Home Occupation Permit, Type III in accordance with Section 10 of the Sweetwater County Zoning Resolution. This application is to be located on a parcel described as:

Reliance Subdivision, Block 6, Lot 5, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on August 7, 2012 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing.

NOW THEREFORE BE IT RESOLVED, that the applicant's request be APPROVED with the following condition:

1. This Home Occupation Permit, Type III is granted for a period of 10 years and is personal to the applicant, Ms. Shanna Newton.

Dated this 7th day of August, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

Sweetwater County, Wyoming Home Occupation Permit Application



Sweetwater County Community Development
 80 West Flaming Gorge Way, Suite 23
 Green River, WY 82935
 p: (307) 872-3914 / 922-5430 f: 872-3991
Application Fee: \$75.00

Date of Submittal: 05.29.12
 Permit Number: P2 12.015
 Present Zoning: R-2
 Percent of Dwelling Used for HOP: _____
 Type: I II III

Applicant Name, Address & Phone Number: Shanna Newton PO Box 153 1317 Main Street Reliance, WY 82943	Land Owner of Record's Name, Address & Phone Number: Shanna Newton PO Box 153 1317 Main Street Reliance, WY 82943
Legal Description of Property: Reliance Subdivision, Lot 5, Block 6 PID: 04- <u>2004</u> - <u>31</u> - <u>2</u> - <u>04</u> - <u>010</u> - <u>00</u>	Present Zoning/Use of Property: R-2
Description of Business: Dog grooming, dog and cat boarding	
Name of Business: <u>Cute & Curly</u>	

**RECEIVED
MAY 25 2012
SWC LAND USE**

Home Occupation Agreement

I, the Undersigned, agree to develop my proposed Home Occupation described above according to the ATTACHED SITE PLAN and the FOLLOWING CONDITIONS:

A) Area Occupied by Home Occupation:

Total square feet of first floor dwelling unit: 2465
 Total square feet of dwelling unit including basement: 2690
 Total square feet of garage: 1075 Check one: Attached Detached
 Total square feet used for home occupation: 1075
 Describe area of dwelling unit to be used for Home Occupation (e.g., garage, basement, etc): It was originally a garage, but has been a boarding kennel since 1987, grooming in small room attached to house.

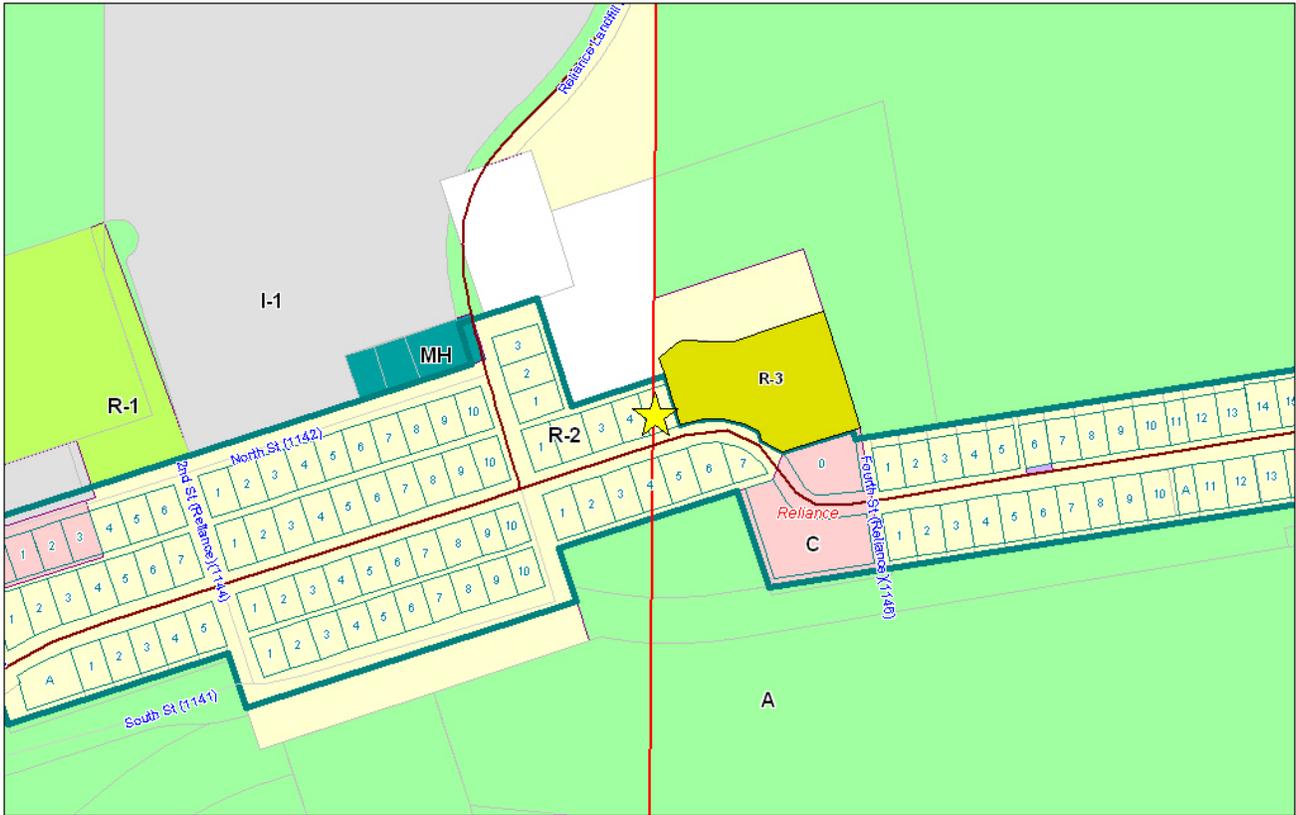
B) Additions to Home and New Structures: No new additions or structures added since 1987.

C) Hours of Operation: 8 am to 6 pm **Days of Operation:** grooming weekdays, boarding all

D) Retailing (describe): none

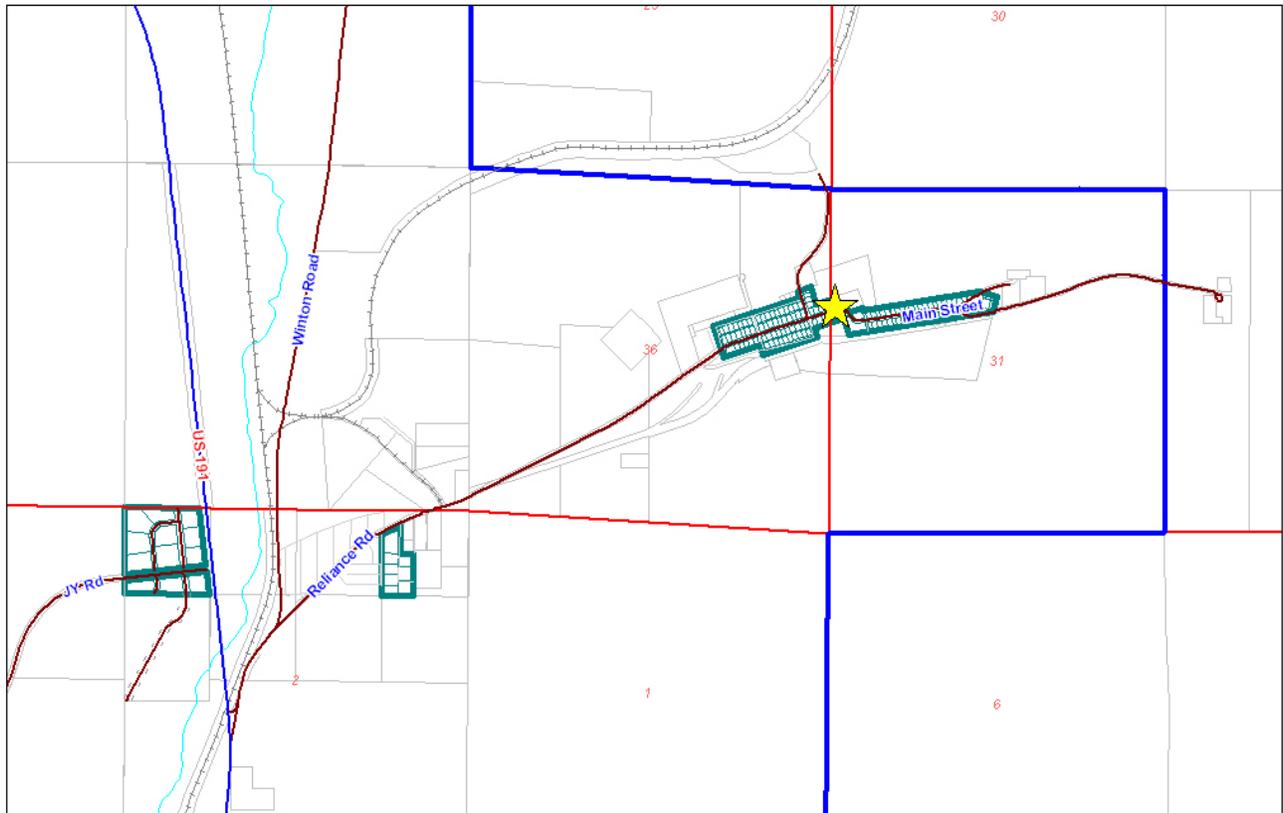
E) Number of Employees for Home Occupation:

Family: Number of Full-time: <u>1</u> Number of Part-time: _____	Non-Family: Number of Full-time: _____ Number of Part-time: <u>1</u>
---	---



Shanna Newton
Home Occupation - Pet Grooming & Boarding

Exhibit B
Zoning Map



Shanna Newton
Home Occupation - Pet Grooming & Boarding

Exhibit C
Vicinity Map

PUBLIC HEARING ITEM #2

**JOE BOZNER
(APPLICANT)**

**ZONING MAP AMENDMENT
A (AGRICULTURE)
TO
C (COMMERCIAL)**

**BOARD OF COUNTY COMMISSIONERS MEETING
AUGUST 07, 2012**

PRESENTER: JOHN T. BARTON

Prepared by:

Sweetwater County Land Use Department
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
(307) 872-3915

STAFF REPORT
Zoning Map Amendment
A (Agriculture) TO C (Commercial)

OWNER

Joe Bozner
P.O. Box 249
Reliance, WY 82943

PID: 04-2004-31-2-00-013-00

APPLICATION (EXHIBIT A - APPLICATION):

The applicant is requesting a Zoning Map Amendment to change a parcel of land from A (Agriculture) to C (Commercial) in accordance with Section 26.B.1.a of the Sweetwater County Zoning Resolution. The applicant proposes the development of "storage units within a year".

ZONING CLASSIFICATION (EXHIBIT B - ZONING MAP):

The current zoning of the Applicant's property is A (Agriculture).

LEGAL DESCRIPTION (EXHIBIT C - VICINITY MAP):

This application includes property described as a 40.00 acre Tract in the W1/2 of Section 31, Township 20 North, Range 104 West and the E1/2 of Section 36 Township 20 North, Range 105 west of the Sixth Principal Meridian, Sweetwater County, Wyoming.

APPLICATION SUMMARY:

The property is requested for a zone change from A (Agriculture) to C (General Commercial). The property is currently in use, in part, for a concrete construction company, and largely undeveloped.

Issues to consider are listed as follows:

- The parcel subject of this application has, along its northern boundary line, an alleyway created as part of the Reliance Subdivision. This alleyway has been improperly utilized by adjoining property owners along the north side of this alleyway. The alleyway has been informally moved and established by the above noted property owners to the north of the property subject to this application. **(EXHIBIT D – SATELLITE PHOTO/VICINITY MAP)**

- The property subject of this application is 40.00 acres in size and the minimum district requirements for a C (General Commercial) district is ten (10) acres in size, therefore it meets the standard for a commercial district.

PUBLIC NOTICE:

Adjacent Property Owner Notice Sent:	June 08, 2012
Amended Adjacent Owner Notice	June 26, 2012
Public Hearing Notice Advertised:	June 08, 2012
Amended Public Hearing Notice	June 26, 2012
Sign Posted on Property:	June 21, 2012
Amended Sign on Property	June 26, 2012

PUBLIC COMMENTS:

Sandra Greiff: "Issue"

Marlee Baker: "I oppose the application from Joe Bozner to convert his property from Agriculture to Commercial. The approval of Commercial use, allows Joe, or a future owner, to a wide opportunity of businesses which could diminish the solitude of Reliance.

Approved Businesses

- Automobile Repair
- Bar, Lounge, or Night Club
- Gasoline Filling Station, including LP gas
- Motel or Hotel

Each one of these establishments presents different hazards to me as an adjacent land owner/resident. All increase traffic and eliminate the opportunity for a private backyard barbeque.

Residents would not be able to use the alley if Joe Bozner fences the property line. The fence would eliminate my RV parking, and my backyard access. The School district used the road as a bus route, while Reliance School was in session. The County has improved and maintained the existing road for over 30 years.

- Utility poles are located in plotted alley
- Emergency siren is located in plotted alley
- 1316 Main St. concrete wall protrudes into alley
- Alley grade behind my property is impassable

Is there adequate water for fire protection?

The commercial property should have paved access, Reliance residents shouldn't have to deal with the additional traffic and mud from dirt access.

Issue with Conditions:

- Recorded Easement of additional 20' to alley to allow RV parking in backyards
- County or Joe Bozner shall construct relocated road such that drainage doesn't cross property lines.
- Plot Plan, and Stated Use of the land shall be submitted with zone change amendment.

AGENCY COMMENTS:

Rocky Mountain Power: No issue.

North Sweetwater W&S District: Must comply with State law regarding sewer connection.

SWC Code Enforcement Specialist: Issue.

Colorado Interstate Gas Company: We have no facilities in the immediate area. Thus we have no concerns.

STAFF COMMENTS AND COMPLIANCE WITH 2002 SWEETWATER COUNTY COMPREHENSIVE PLAN:

The 2002 Comprehensive Plan sets forth the following goals related to the County's present and future land use needs and development objectives. Following each goal statement, staff has provided a brief explanation on how that goal relates to the proposed zone change:

➤ **Identify and promote areas that are appropriately zoned and adequately serviced for industrial uses.** The site has the following infrastructure:

- **Public Water/Sewer:** The parcel can be served public water and sewer service through North Sweetwater Water and Sewer District.
- **Fire Protection:** Fire protection is provided by the City of Rock Springs to Reliance.
- **Roads:** Access to this parcel is by Third and South Streets in Reliance.
- **Utilities:** Power is available to the site.
- **Drainage:** Drainage on site is from north to south and east to west.

➤ **Encourage the separation of incompatible land uses:** The proposed site for the zone change is located in an area that is predominantly residential in use, and surrounded by: R-2 (Mixed Residential) to the east, north and west; and, A (Agriculture) to the east, south and west. **(EXHIBIT D: ZONING MAP)**

- **Encourage industrial development adjacent to existing industry.** The site of the proposed zone map amendment is located adjacent to an established area of low density residential property in Sweetwater County.

P&Z CONSIDERATIONS AND FINDINGS OF FACT:

After all public hearing comments have been taken, in considering this Zoning Map Amendment, the Planning & Zoning Commission and Board of County Commissioners should keep in mind the following:

RECOMMENDED FINDINGS OF THE ZONING RESOLUTION:

To recommend approval of a Zoning Map Amendment, the map amendment must meet the following test: ...the Resolution and Map shall not be amended except to:

- (1) Correct an obvious error or oversight in the regulations, or
- (2) Recognize changing conditions in the County which require that amendments be adopted for the promotion of the public health, safety, and general welfare.

These health, safety, and welfare issues are outlined in Staff's previous discussion of the Sweetwater County Comprehensive Plan Goals. For a complete listing of the County's goals related to residential development, please refer to your copy of the Sweetwater County Comprehensive Plan.

RECOMMENDATION 12-07-ZO-01
JOE BOZNER
ZONING MAP AMENDMENT - A TO C

WHEREAS, Joe Bozner has requested a Zoning Map Amendment from A to C, in accordance with Section 24.B.1.b. of the Sweetwater County Zoning Resolution. This application is to be located on a parcel described as:

Two parcels of land located in the East Half (E1/2) of Section Thirty-six (36), Resurvey Township Twenty (20) North, Range One Hundred Five (105) West of the Sixth (6th) Principal Meridian, Sweetwater County, Wyoming, and the West Half (W1/2) of Section Thirty-one (31), Resurvey Township Twenty (20) North, Range One Hundred Four (104) West of the Sixth (6th) Principal Meridian, Sweetwater County, Wyoming, being more particularly described as follows:

PARCEL No. 1. Commencing at the East Quarter Corner of said Section 36, thence North 29°06'06" West, 332.16 feet to the TRUE POINT OF BEGINNING, said point being the most easterly corner of the Parking and Access Tract to the Reliance Tipple;

Thence South 71°43'45" West, 424.79 feet (South 71°42'09" West, 426.97 feet in deed) to the most northerly corner of the Reliance Tipple Tract;

Thence South 18°17'00" East, 325.04 feet (South 18°17'51" East, 324.94 feet in deed);

Thence South 87°28'30" East, 2705.58 feet to a point on the southwesterly prolongation of the east line of Reliance as shown on the Map of Reliance as recorded in Book Plat, Page 40, in the Office of the Sweetwater County Clerk, Green River, Wyoming;

Thence North 14°24'00" East, 970.33 feet along said southwesterly prolongation to a point on the southerly line of a County Road;

Thence South 80°50'47" West, 470.22 feet along said southerly line;

Thence South 80°37'45" West, 1832.70 feet along said southerly line to the point of a 1050.00 foot radius curve to the right;

Thence westerly 376.24 feet along the arc of said curve and said southerly line through a central angle of 20°31'49" to a point in the easterly line of said Parking and Access Tract;

Thence South 18°16'15" East, 12.08 feet to the POINT OF BEGINNING; excepting therefrom all that portion of the above described parcel belonging to the Union Pacific Railroad Company.

Said parcel contains an area of 37.84 acres, more or less.

PARCEL No. 2. Commencing at the East Quarter Corner of said Section 36, thence North 35°50'25" East, 508.03 feet to a point on the southerly line of Reliance as shown on the map of Reliance as recorded in Book Plat, Page 40, in the Office of the Sweetwater County Clerk, Green River, Wyoming, said point being the TRUE POINT OF BEGINNING;

Thence North 18°16'15" West, 256.60 feet along said southerly line;

Thence South 71°43'45" West, 474.00 feet along said southerly line;

Thence South 18°16'15" East, 99.29 feet along said southerly line to a point on the northerly line of a County Road, said point being on a 950.00 foot radius curve to the left, the radius point of which bears North 14°37'24" East;

Thence easterly 397.84 feet along the arc of said curve and said northerly line, through a central angle of 23°59'39" to the point of tangency;

Thence North 80°37'45" East, 106.32 feet along said northerly line to the POINT OF BEGINNING.

Said parcel contains an area of 2.16 acres, more or less.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the County's Zoning Resolution on July 11, 2012 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 3-1 to recommend approval of this request with the dissenting vote being cast by Chairman Scheer;

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends that this request be APPROVED.

Dated this 11th day of July, 2012.

Attest:

Sweetwater County
Planning and Zoning Commission

Steven Dale Davis, County Clerk

Dan Scheer, Chairman

RESOLUTION 12-08-ZO-01
JOE BOZNER
ZONING MAP AMENDMENT - A TO C

WHEREAS, Joe Bozner has requested a Zoning Map Amendment from A to C, in accordance with Section 24.B.1.b. of the Sweetwater County Zoning Resolution. This application is to be located on a parcel described as:

Two parcels of land located in the East Half (E1/2) of Section Thirty-six (36), Resurvey Township Twenty (20) North, Range One Hundred Five (105) West of the Sixth (6th) Principal Meridian, Sweetwater County, Wyoming, and the West Half (W1/2) of Section Thirty-one (31), Resurvey Township Twenty (20) North, Range One Hundred Four (104) West of the Sixth (6th) Principal Meridian, Sweetwater County, Wyoming, being more particularly described as follows:

PARCEL No. 1. Commencing at the East Quarter Corner of said Section 36, thence North 29°06'06" West, 332.16 feet to the TRUE POINT OF BEGINNING, said point being the most easterly corner of the Parking and Access Tract to the Reliance Tipple;

Thence South 71°43'45" West, 424.79 feet (South 71°42'09" West, 426.97 feet in deed) to the most northerly corner of the Reliance Tipple Tract;

Thence South 18°17'00" East, 325.04 feet (South 18°17'51" East, 324.94 feet in deed);

Thence South 87°28'30" East, 2705.58 feet to a point on the southwesterly prolongation of the east line of Reliance as shown on the Map of Reliance as recorded in Book Plat, Page 40, in the Office of the Sweetwater County Clerk, Green River, Wyoming;

Thence North 14°24'00" East, 970.33 feet along said southwesterly prolongation to a point on the southerly line of a County Road;

Thence South 80°50'47" West, 470.22 feet along said southerly line;

Thence South 80°37'45" West, 1832.70 feet along said southerly line to the point of a 1050.00 foot radius curve to the right;

Thence westerly 376.24 feet along the arc of said curve and said southerly line through a central angle of 20°31'49" to a point in the easterly line of said Parking and Access Tract;

Thence South 18°16'15" East, 12.08 feet to the POINT OF BEGINNING; excepting therefrom all that portion of the above described parcel belonging to the Union Pacific Railroad Company.

Said parcel contains an area of 37.84 acres, more or less.

PARCEL No. 2. Commencing at the East Quarter Corner of said Section 36, thence North 35°50'25" East, 508.03 feet to a point on the southerly line of Reliance as shown on the map of Reliance as recorded in Book Plat, Page 40, in the Office of the Sweetwater County Clerk, Green River, Wyoming, said point being the TRUE POINT OF BEGINNING;

Thence North 18°16'15" West, 256.60 feet along said southerly line;

Thence South 71°43'45" West, 474.00 feet along said southerly line;

Thence South 18°16'15" East, 99.29 feet along said southerly line to a point on the northerly line of a County Road, said point being on a 950.00 foot radius curve to the left, the radius point of which bears North 14°37'24" East;

Thence easterly 397.84 feet along the arc of said curve and said northerly line, through a central angle of 23°59'39" to the point of tangency;

Thence North 80°37'45" East, 106.32 feet along said northerly line to the POINT OF BEGINNING.

Said parcel contains an area of 2.16 acres, more or less.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on August 7, 2012 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing.

NOW THEREFORE BE IT RESOLVED, that the applicant's request be APPROVED.

Dated this 7th day of August, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

Attest:

Steven Dale Davis, County Clerk

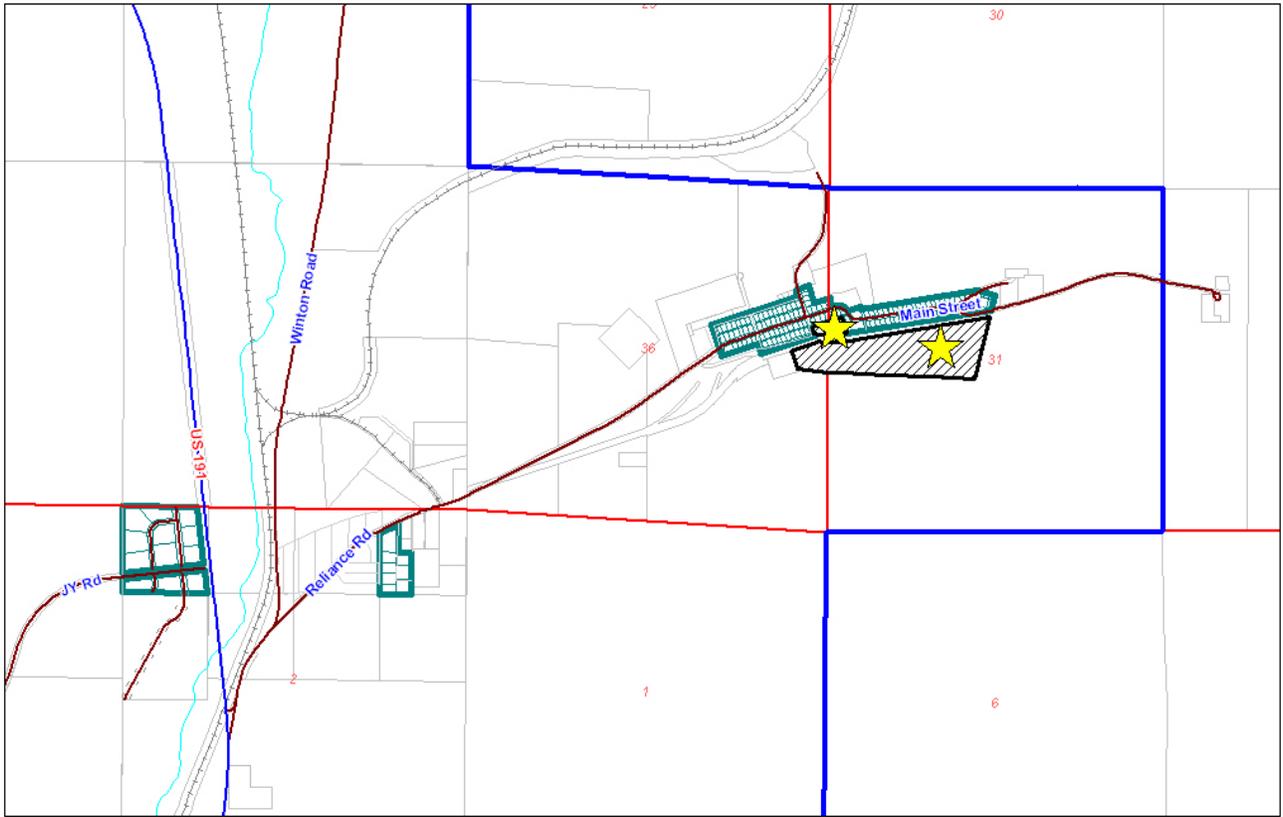
Sweetwater County, Wyoming Zoning Map Amendment Application Form



Sweetwater County Community Development
 80 West Flaming Gorge Way, Suite 23
 Green River, WY 82935
 p: (307) 872-3914 / 922-5430 f: 872-3991
Application Fee: \$225.00

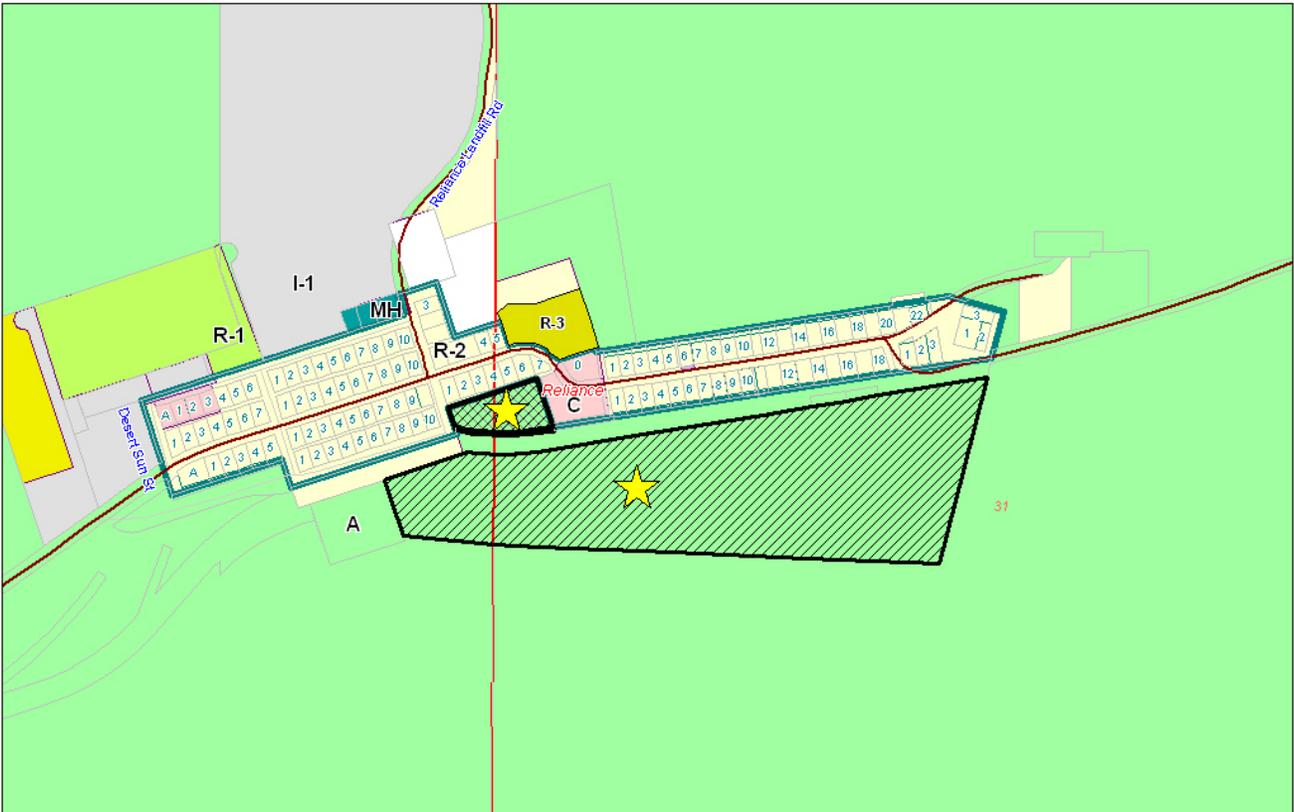
Date of Submittal: 17 May 12
 Permit Number: PE12-013
 Zone Change Number: ZC 2012-04
 PID: 04- 2004 - 31 - 2-00 - 013-00

Land Owner of Record:		Applicant/Legally Responsible Party:	
Name: <u>Joe Borner</u>	Name: _____	Mailing Address: <u>Box 249</u>	Mailing Address: _____
Address: <u>Reliance, Wyo 82948</u>	Address: _____	Phone: <u>362-7298</u>	Phone: _____
Relationship to Owner: _____	Relationship to Owner: _____		
Legal Description of Property: <small>(Attach legal description on separate sheet).</small>		County Assigned Street Address or Location:	
<u>TR W2 SEC 31</u>		<u>TBD</u>	
<u>T20N 2104W</u>		Property Identification Number(s):	
<u>E2 - SEC 39 T20N 2105</u>		04- <u>2004</u> - <u>31</u> - <u>2-00</u> - <u>013-00</u>	
<u>4-25-12 4000</u>		*04- _____	
Area Of Proposed Zone Change: <small>(Acres or Sq. Ft)</small>		Current Zoning	
<u>4000</u>		<u>A</u>	
		Proposed Zoning	
		<u>C</u>	
Describe the nature and effect of the proposed amendment and cite legal basis for change: 1) Changing conditions; or 2) To correct an error in the Official Zone Map. If the amendment is for mineral exploration and mining, submit state or federally required materials. <u>changing economic conditions</u>			
Describe the proposed development and time schedule for development: <u>storage units, within a year</u>			
An Area Map showing property to be rezoned and its relationship to abutting properties must accompany all applications for amendments.			
Exhibits Submitted: <u> deed</u>		<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"><u>Joseph F Borner</u></div> <div style="width: 35%;"><u>5-17-12</u></div> </div> _____ Land Owner of Record's Signature Date	
		_____ Applicant/Legally Responsible Party's Signature Date	
NOTE: THE OWNER(S) OR APPLICANT(S) OF THE LAND MUST BE PRESENT OR PROPERLY REPRESENTED AT ALL PUBLIC HEARINGS!!!!			



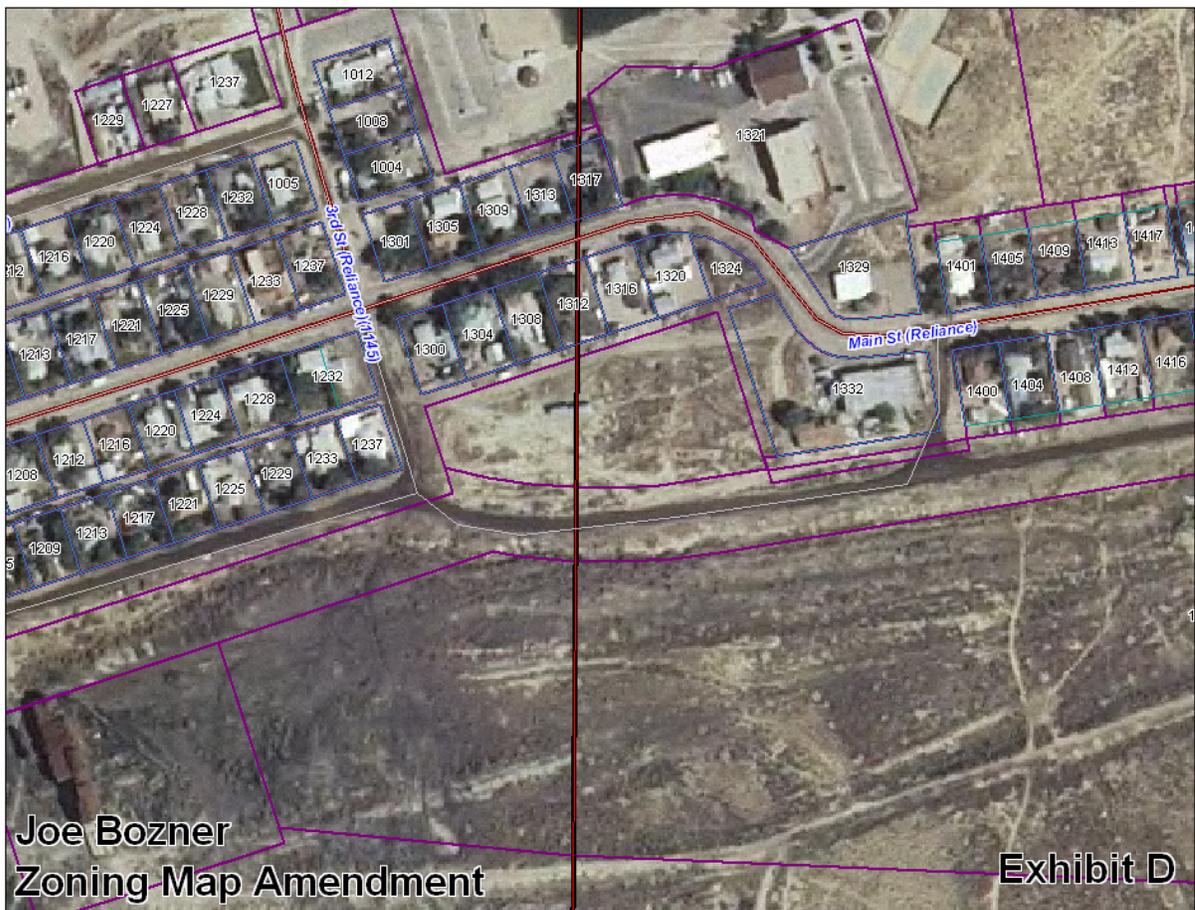
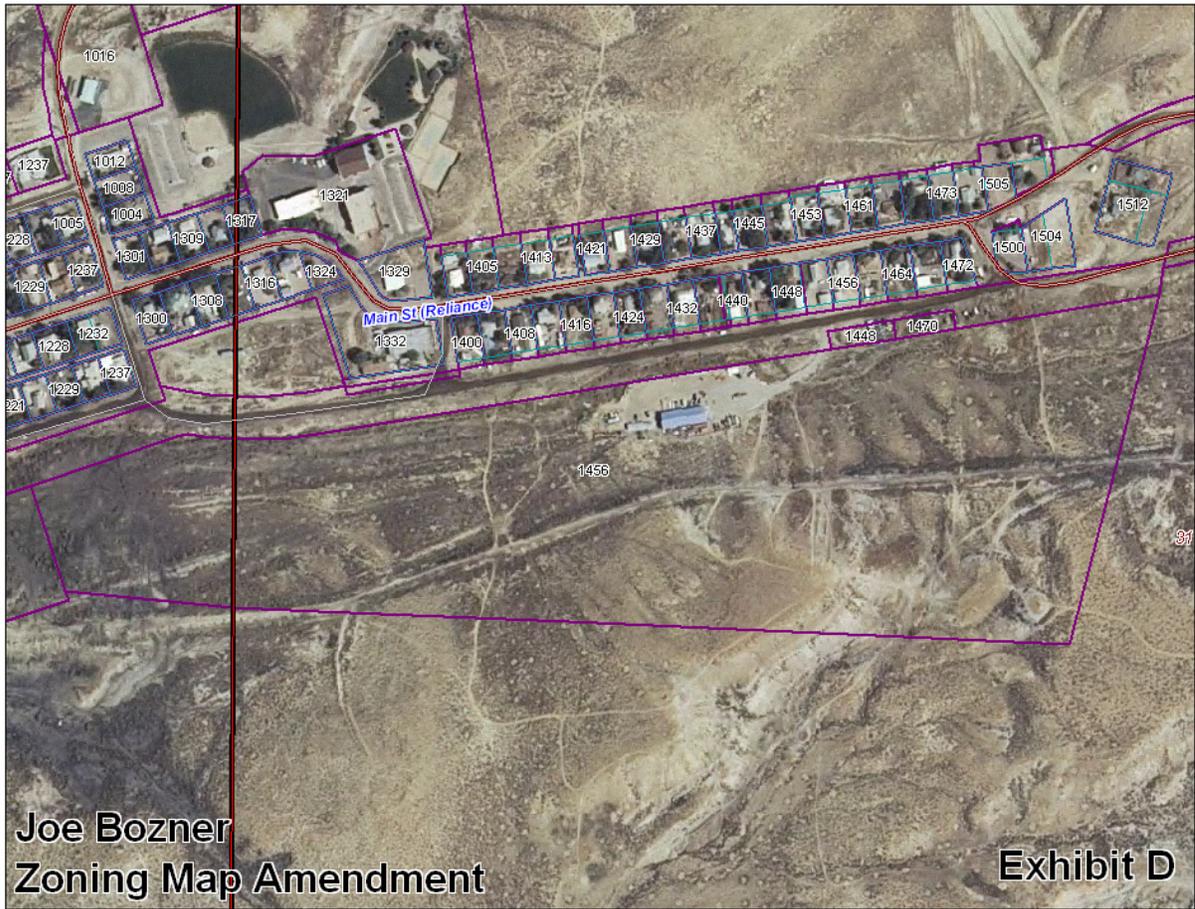
**Joe Bozner
Zoning Map Amendment**

**Exhibit C
Vicinity Map**



**Joe Bozner
Zoning Map Amendment - A to C**

**Exhibit B
Zoning Map**



PUBLIC HEARING

**MICHAEL FLEIG
(Applicant)**

**APPEAL OF DENIED PERMIT
APPLICATION/PERMIT NUMBER BP 12 - 061**

**BOARD OF COUNTY COMMISSIONERS MEETING
AUGUST 7, 2012**

Prepared by:

Sweetwater County Land Use Department
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
(307) 872-3915

STAFF REPORT APPEAL OF DENIED PERMIT

APPLICANT

Michael Fleig
P.O. Box 97
Reliance, WY 82943

PROPERTY OWNER

Frances Zampedri
P.O. Box 144
Superior, WY 82945

APPLICATION SUMMARY:

Mr. Fleig has submitted an Application for Zoning Permit for Construction / Use for the property at 1224 North Street, Reliance, WY. The permit has been denied at Staff level due to a failure to provide adequate side yard setback.
(See Application Site Plan)

LEGAL DESCRIPTION:

The property is described as Lot 7, Block 2, Reliance Subdivision, Reliance, Sweetwater County, Wyoming. The address of the property is 1224 North Street, Reliance, WY 82943. **(See Vicinity Map)**

EXISTING ZONING AND LAND USE:

The zoning of the property is R-2 (Mixed Residential)

SUBJECT OF APPEAL:

The applicant is requesting an appeal of a Denied Construction / Use Permit due to the requirements of Section 5.F.8.a of the Sweetwater County Zoning Resolution.

DEPARTMENT / AGENCY COMMENTS:

Land Use Department: Application for construction provided for a 2' side yard setback where a 10' side yard setback is required.

Members of the Sweetwater County Land Use Department have met with Mr. Fleig onsite and in Department Offices to discuss potential solutions and alternatives to various construction schemes. Staff worked with Mr. Fleig to locate the potential garage to minimize setback and lot coverage problems resulting in an agreed upon site plan and construction standards to provide an adequate sized garage and location for the applicant, provide an upgraded fire rated construction, eliminate all but one setback item requiring a variance. Applicant agrees to location, construction standard and size of garage, Jim Zimmerman, Sweetwater County Code Enforcement Specialist, agrees to location of garage with included construction standards, and, planning staff recommends approval of variance for side yard setback as being consistent with area and with sufficient fire standards for construction to minimize fire hazard for siting.

APPEAL / VARIANCE HEARING PROCESS

While conducting the public hearing for this Appeal/Variance, please keep the following in mind:

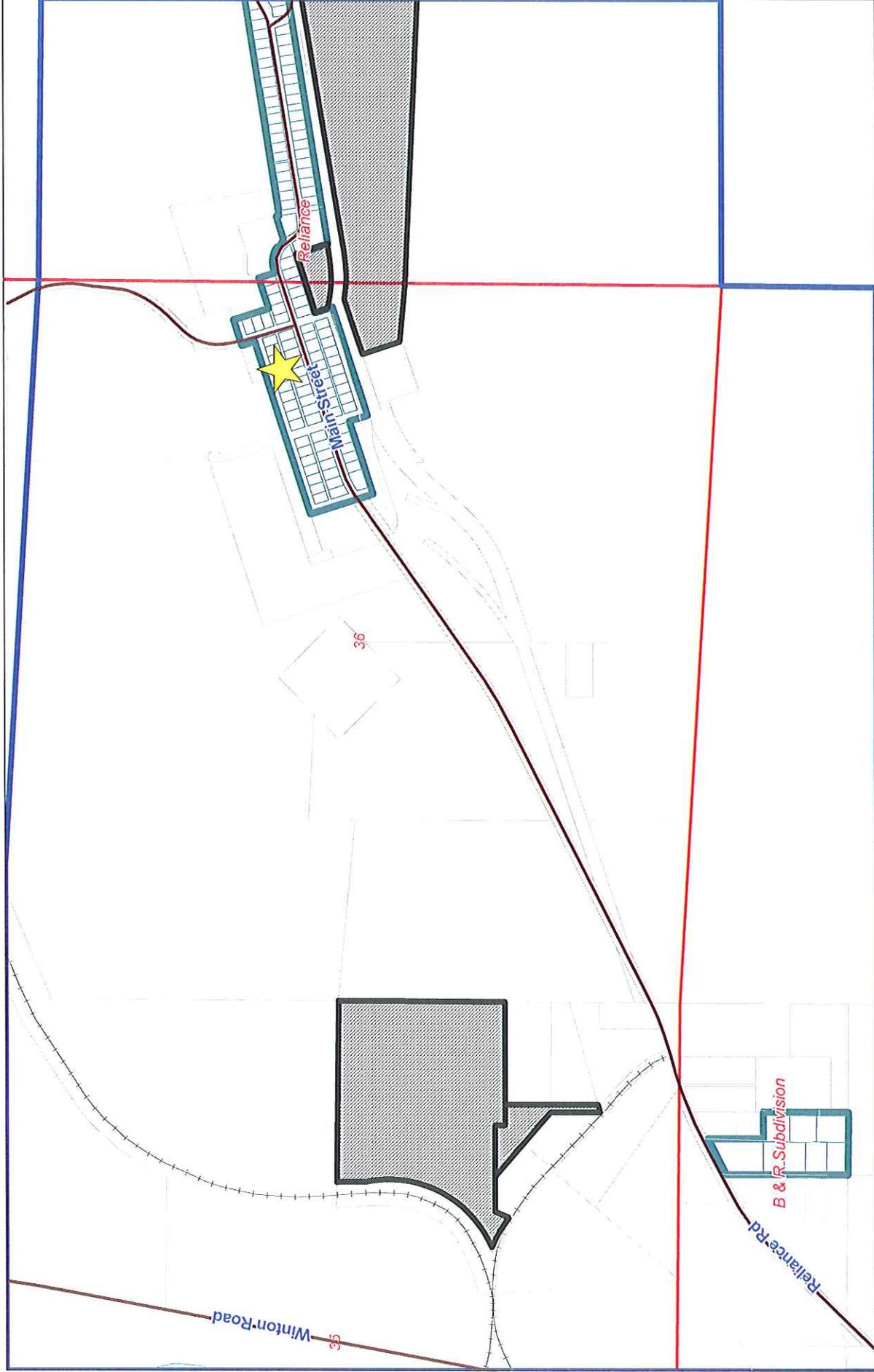
1. Section 4.D.1 of the Sweetwater County Zoning Resolution states that "Any final order or decision of the Sweetwater County Land Use Department, other than a recommendation to the Board of County Commissioners, may be appealed to the Board of County Commissioners by any person aggrieved or affected by any such order or decision. Such appeal shall be taken within thirty (30) days from the date of the action appealed from by filing a Notice of Appeal with the Land Use Department and a copy of the Notice of Appeal with the Board of County Commissioners specifying the grounds thereof. A form for such appeal shall be provided by the Department. Upon a receipt of Notice of Appeal, the Land Use Department shall transmit to the Board of County Commissioners all of the original documents and materials or true copies thereof constituting the record upon which the action was taken"
2. Section 4.D.2 of the Sweetwater County Development Codes states that "When a final order or decision is appealed as provided in paragraph 1 above, no work shall proceed on any structure or tract of land covered by the order or by the decision appealed from except to correct the violation or comply with the order, unless the

person bound by the order or decision (a) demonstrates to the Board of County Commissioners that it is likely to prevail on the merits when the appeal is heard; and (b) certifies that unless the order or decision is appealed from is stayed during the course of the appeal, imminent peril to life or property would be caused.

- (1) Public notice shall be given of all hearings at least fourteen (14) days prior to the hearing date, and all hearings shall be open to the public.
 - (2) Due notice of all hearings shall be given to parties in interest and to the Land Use Department which shall be permitted to be heard on behalf of the County in all public hearings.
 - (3) At any public hearing any interested party may appear in person or be represented by an attorney; and after being duly sworn, may offer evidence and testimony and cross examine witnesses.
 - (4) All witnesses shall be sworn or shall affirm their testimony in the manner required in courts of record.
 - (5) All testimony and evidence shall be presented publicly.
 - (6) The Board shall keep a record of the proceedings for each matter heard which shall be kept on file and copies made available to any party at cost. The Record of Proceedings may include documents and physical evidence considered in the case.
 - (7) The Board shall render a written decision on each case heard within forty-five (45) days of the hearing. Each decision must be accompanied by reasons therefore and based on Findings of Fact. The record shall show the grounds for each decision and the vote of each member upon each question. This Record of Proceedings shall be a public record.
4. In the case that the applicant does not agree with the decision of the Board of County Commissioners, the applicant may appeal their decision in accordance with Section 4.H of the Sweetwater County Zoning Resolution.

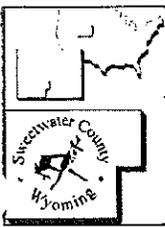
h. Appeals from the Board

Decisions of the Board of County Commissioners upon any matter herein described may be reviewed by the District Court as provided in the Administrative Procedure Act and the Wyoming Rules of Civil Procedure.



Vicinity Map

Michael Fleig / Frances Zampedri Variance for Setback



Zoning Permit for Const. uction/Use

Sweetwater County Land Use
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
p: (307) 872-3914 / 922-5430 f. 872-3991
landuse@sweet.wy.us

Date of Submittal: 13 July 12
Permit Number: _____
Present Zoning: R-2
PID: 04-2005-36-1-03-013-00

Approved Approved with Conditions: _____
 Denied/Reason: proposed garage in side yard set back
Date of Action: 13 July 12 Land Use Official Signature: [Signature]

Application Fee: \$50.00 for Residential and Agricultural Construction
 \$300.00 Minimum or 0.1% of Project for Non-Residential Construction
Please make checks payable to Sweetwater County

GENERAL INFORMATION: While Sweetwater County has not adopted and does not enforce the International Residential Code or the International Building Code, it has adopted and will inspect for the International Fire Code. It is the applicant's or landowner's responsibility to ensure that construction standards are met and buildings and structures are inspected. Please fill the application out completely; incomplete applications will be returned. Attach all required supporting documentation. Additional information may be required following review of your application and must be provided before a permit is issued.

PROPERTY INFORMATION:
Non-Residential Total Project Cost, Including Labor and Materials, Over \$300,000: \$ _____

County Assigned Address: 1224 N. Street Lot Size: _____ (acres)

Project Location: Quarter(s): _____ Section: _____ Township: _____ Range: _____

Subdivision Name: Reliance Lot: 7 Block: 2

Frances Zampedri
Owner of Record

P.O. Box 144, Superior, WY 82945
Owner's Mailing Address

307-362-8550
Telephone/Email

Michael Fleig
Applicant/Agent Name if Different from Owner

Po Box 97, Reliance, WY, 82943
Applicant/Agent Mailing Address

307-705-7210 wyomuddere@yahoo.com
Telephone/Email

ANSWER THE FOLLOWING IN THE SPACE PROVIDED (site and floor plan shall accompany permit):

Primary Structure (i.e. Home, Office) Existing 4 Proposed _____ Type of Foundation: Masonry
Square Footage: 1,125 Height: 20 (ft) Type of Construction: WOOD FRAME
Use: Residence

Additions Existing _____ Proposed _____ Type of Foundation: _____
Square Footage: _____ Height: _____ (ft) Type of Construction: _____
Use: _____

Accessory Structures (i.e., Shop, Garage, Shed) Existing _____ Proposed X Attached _____ Detached X
Square Footage: 1080 Height: 20 (ft) Type of Construction/Foundation: WOOD FRAME
Use: Garage - minor shop

Accessory Structures (i.e., Shop, Garage, Shed) Existing _____ Proposed _____ Attached _____ Detached _____
Square Footage: _____ Height: _____ (ft) Type of Construction/Foundation: _____
Use: _____

Accessory Structures (i.e., Shop, Garage, Shed) Existing ___ Proposed ___ Attached ___ Detached ___

Square Footage: _____ Height: ___ (ft) Type of Construction/Foundation: _____

Use: _____

Accessory Structures (i.e., Shop, Garage, Shed) Existing ___ Proposed ___ Attached ___ Detached ___

Square Footage: _____ Height: ___ (ft) Type of Construction/Foundation: _____

Use: _____

PERMIT SUBMITTAL REQUIREMENTS

The following information and supporting documentation must be included with this application:

1. **Site Plan:** A site plan, legibly drawn to scale and based on legally established lot corners that are permanently marked and identified, showing the following information:

- a. Address of the property.
- b. Legal Description
- c. Location and dimensions of the land area in question
- d. Size, shape, dimensions and location of existing or proposed structures
- e. Location of fire hydrant or water supply
- f. Access including dimensions, distance from property corners and size of culvert
- g. Show general drainage of lot or parcel
- h. Parking and loading areas
- i. Commercial signage, if applicable
- j. Septic and well locations
- k. Fuels being used or stored on the property
- l. Utilities
- m. Easements

2. **Residential Floor Plan:** A floor plan including: rooms labeled and dimensioned, size of egress windows and doors, location of smoke alarms, type of door hardware, hallway widths, width of stairs and garage or building separation material.

3. **Commercial Floor Plan:** Include all items in the residential floor plan as well as location and type of exit signs, details of emergency lighting plan and location of fire extinguishers.

4. **Water and/or Sewer Supply:**

- a. Private Wyoming State Well Permit Number or Name of Water District: N. Sweetwater water & Sewer
- b. Private Septic System Permit Number or Name of Sewer District: N. Sweetwater water & Sewer

The undersigned hereby certifies and acknowledges that they:

- Provided information that is true, accurate and complete with the intent that the County rely upon such information.
- Accurately identified the legal boundaries of their property.
- Have an unencumbered legal right to possess, use and occupy the subject property in the manner proposed.
- Grant Sweetwater County, its agents and employees, the right of ingress and egress to their property as reasonably necessary to determine compliance with county regulations or conditions of this permit.
- Acknowledge, by signing this application, that the County's acceptance of this application and application fees does not constitute approval of a permit.
- Agree not to commence any work for which this application is being made prior to approval.

[Signature]
Signature of Owner of Record

7-13-12
Date

[Signature] 7-13-12
Signature of Applicant/Agent if Different from Owner Date

Frances Zampedri
Print Name

Michael Fleig
Print Name

