

**NOTICE - SWEETWATER COUNTY  
BOARD OF COUNTY COMMISSIONERS  
WILL MEET IN REGULAR SESSION  
Tuesday, September 4, 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: 8-21-12
  - F . ACCEPTANCE OF BILLS
    - 1 . Approval of County Vouchers/Warrants
    - 2 . Approval of Monthly Reports
    - 3 . Approval of Bonds
  - G . PUBLIC HEARING
    - 1 . Budget Amendment for Wyoming Business Council Grant

**COMMISSIONER COMMENTS/REPORTS**

**8:40**

**COUNTY RESIDENT CONCERNS**

**9:30**

**ACTION/PRESENTATION ITEMS**

- 9:40**
- A . Approval of Human Services and Salary Contribution Agreements
- 9:45**
- B . Wildlife Hazard Assessment Grant
- 9:55**
- C . Request the Approval of the "Certificate of Completion of Installation" for the 2011 ARRA Energy Retrofit Grant
- 10:00**
- D . Request the Approval of the 2010 OJJDP Grant Application Certification
- 10:10**
- E . Request to Replace Deputy Sheriffs and Detention Officer Positions

- 10:40** F . Acceptance of Subdivision Roads in Area 33  
Estates Subdivision
- 10:45** G . Approval of Consulting Contract for Yellowstone  
Road Lighting Project
- 10:50** H . Staff Replacement in Facilities Department
- 10:55** I . Recommendation for 333 Broadway
- 11:10** J . Solid Waste Disposal NO. 2 Board Appointment
- 11:15** K . Request for Time Extension for 36 Wind  
Turbine CUP Permit for Connector Roads

**OTHER**

**11:45**

**LUNCH**

**12:00**

**PLANNING & ZONING- PUBLIC HEARING**

- 1:30** 1 . SWCO Fire District # 1 Conditional Use Permit-  
Fire Department Training Facility

**EXECUTIVE SESSION(S) AS NEEDED**

**ADJOURN**



August 21, 2012  
Green River, WY

The Board of County Commissioners met this day at 8:30 a.m. in Regular Session with all commissioners present. The meeting opened with the Pledge of Allegiance.

**Approval of Agenda**

*Commissioner Kolb moved to approve the agenda. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

**Approval of Minutes: 8-7-12**

*Commissioner West moved to approve the minutes dated August 7, 2012. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

**Acceptance of Bills**

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

*Commissioner West moved to approve the acceptance of the bills which includes the county vouchers/warrants, monthly reports, and the abates/rebates. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

WARR#	NAME	DEPT	TOTAL
50060	Bank Of The West	Gen Accts	2,399.73
1	Bridger Valley Electric Assn	Fire Marshal	27.25
2	Capital Business Systems	Co Atrny, Clk, Treas	206.35
3	Centurylink	Commiss, Clk, Treas, Assess, Shrf, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, IT Dept, Clk Dist Crt, Road & Bridg, Flt Veh Main	368.52
4	Centurylink	Shrf Dtn Mnt, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, RS Off Bld A, Shrf Emg Mgt, Fire Marshal, Vet Services, Comm Nur-Hom	455.03
5	Centurylink	Enhhd 911	650.00
6	City Of Green River	GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg, GR JV Maint	2,148.58
7	City Of Green River	GR Fcl Mt CH	492.07
8	Directv	Shrf Emg Mgt	30.65
9	Questar Gas	GR JV Maint, GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg	563.72
50070	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, RS 333 Bdwy	7,652.61
1	Rocky Mtn Power	RS Rd & Brdg, Shrf Dtn Mnt, RS Mnt/C Pur, Comm Dev&Eng	8,299.28
2	Sweetwater Television Co	Shrf Emg Mgt, Shrf Dtn Mnt	149.58
3	Verizon Wireless	Shrf Emg Mgt	225.22
4	West Side Water & Sewer Dist	RS Mnt/C Pur, Shrf Dtn Mnt	2,199.50
5	Wyoming Department Of	Shrf Dtn Mnt, Fire Marshal	2,696.68
6	Wyoming Waste Services -	RS Veh Maint, RS Off Bld A, Thmpsn Bld A	437.19
7	Bridger Valley Electric Assn	Farson R & B	65.40
8	Centurylink	Commiss, Clk, Treas, Assess, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, GR Fcl Mt CH, Land Use, Flt Veh Main, RS Off Bld A, Fire Marshal	1,160.85
9	Centurylink	Shrf, IT Dept, Clk Dist Crt, Road & Bridg, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, Shrf Emg Mgt, Comm Nur-Hom	2,746.65
50080	Centurylink	Elect	64.78
1	Centurylink	Shrf	70.95
2	Paetec	Commiss, Clk, Treas, Assess, Shrf, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, IT Dept, Coroner, Land Use, Clk Dist Crt	301.78
3	Paetec	GR Fcl Mt CH, Road & Bridg, Flt Veh Main, Elect, Comm Dev&Eng, Human Resour, Purchasing,	

		Grants Admin, RS Off Bld A, Shrf Emg Mgt, Fire Marshal, Comm Nur-Hom	326.95
4	Purchase Power	Shrf Dtn Mnt	25.81
5	Rocky Mtn Power	RS R&B Lagoo, GR Fcl Mt CH, RS Veh Maint	797.00
6	Verizon Wireless	Shrf, Shrf Emg Mgt, Fire Marshal, Vet Services, Commiss, Elect, Co Atrny, IT Dept	1,049.12
7	Wyoming Dept Of Workforce	Shrf Dtn Mnt, Shrf Emg Mgt, Co Atrny	113.10
50088	Wyoming Waste Services -	RS Mnt/C Pur, RS Rd & Brdg, Shrf Dtn Mnt	848.06
50091	Ace Hardware	Shrf Dtn Mnt, Shrf Emg Mgt, Shrf	269.46
2	Airgas Intermountain Inc	Flt Veh Main, Road & Bridg	374.61
3	Alpine Pure Water	Co Atrny, Vet Services, GR Cir Court	178.00
4	Auto Parts Unlimited	Flt Veh Main	160.78
5	Ayres Pole & Post Inc	Road & Bridg	419.40
6	Bitter Creek Industrial R	Road & Bridg	600.00
7	Bloedorn Lumber	GR Fcl Mt CH	208.50
8	Bob Barker Company Inc	Shrf Dtn Mnt	171.85
9	Boudreault, Denise	Vet Services	1,109.46
50100	Card Integrators Corporation	Shrf	1,094.00
1	Carrier Corporation	Shrf Dtn Mnt, GR Fcl Mt CH	3,155.44
2	Castillon D.D.S., A. Bryce	Shrf Dtn Mnt	1,982.00
3	CCI User Group	Assess	590.00
4	Center Printing Co	Shrf Dtn Mnt	81.15
5	City Of Green River	Animal Cntrl	430.00
6	City Of Rock Springs	Shrf Dtn Mnt	25.00
7	City Of Rock Springs	Animal Cntrl	1,808.72
8	Communication Technologies	Shrf Emg Mgt	200.00
9	Copier & Supply Co Inc	Shrf, Clk, Land Use, Commiss, Vet Services, Purchasing, Assess, Clk Dist Crt	830.33
50110	Copier & Supply Co Inc	Shrf Dtn Mnt, Shrf, Co Atrny, Land Use	854.83
1	Cornerstone Applications	IT Dept	425.00
2	Creative Culture Insignia	Shrf	144.25
3	Cummins Rocky Mtn LLC	Road & Bridg	1,171.15
4	Dell Marketing L P	Co Atrny, IT Dept	17,652.24
5	Delta Dental	Intr Gv Pool	15,725.78
6	Dustbusters Inc	Road & Bridg	65,228.95
7	Ed Sidwell	Road & Bridg	763.07
8	Election Systems & Software	Elect	1,092.53
9	Electrical Connections, Inc	GR Fcl Mt CH, Capital Proj	2,697.62
50120	F B McFadden Wholesale Co	GR Fcl Mt CH	675.00
1	F B McFadden Wholesale Co	Shrf Dtn Mnt	6,681.03
2	G & K Services	Road & Bridg	481.10
3	Govconnection Inc	Shrf Dtn Mnt	593.00
4	Green River Star	Shrf, Elect	142.00
5	Green River Star	Gen Co Admin, Elect	530.26
6	Greenline Equipment	Road & Bridg	7,213.91
7	Hafner, Tracy A	Animal Cntrl	42.68
8	Hamm-Hills, Laura J	Clk Dist Crt	159.25
9	Hartley, Donald C	Gen Co Admin	1,180.00
50130	Hinckley Dodge Inc	Flt Veh Main	320.00
1	Homax Oil Sales, Inc.	Road & Bridg, Flt Veh Main, Shrf	27,123.86
2	Hose & Rubber Supply	GR Fcl Mt CH	46.16
3	IBC Wonder / Hostess	Shrf Dtn Mnt	488.12
4	Incaption Inc	IT Dept	9,751.61
5	Industrial Hoist And Crane	Road & Bridg	277.88
6	Industrial Solutions Inc	GR Fcl Mt CH	685.00
7	Industrial Supply	GR Fcl Mt CH, Shrf Dtn Mnt, Shrf Emg Mgt	115.92
8	Intermountain Equipment S	Road & Bridg	191.33
9	Intoximeters	Shrf Dtn Mnt	460.95
50140	ITW Labels	Clk	3,309.32
1	Ja Sexauer	Shrf Dtn Mnt	1,307.68
2	Jenny Service Co	Shrf Dtn Mnt	1,411.87
3	Johnson, Wally J.	Commiss	294.15
4	Kroger - Smith's Customer	Clk Dist Crt	9.98
5	Lexisnexis Risk Data Mana	Co Atrny	840.00
6	Lincare Inc	Shrf Dtn Mnt	416.00
7	Loveless, Janet	Clk Dist Crt	61.75
8	Lujan, Catalina F	Clk Dist Crt	30.00
9	Mathey Law Office	Co Atrny	1,000.00
50150	Mathey Law Office - Assig	Clk Dist Crt	483.31
1	Matthew Bender & Co Inc	Shrf Dtn Mnt	146.04
2	McKee Foods Corporation	Shrf Dtn Mnt	362.24
3	Meadow Gold Dairy	Shrf Dtn Mnt	1,340.15
4	Med-Tech Resource Inc	Shrf	189.92
5	Memorial Hospital Of SW Co.	Shrf	57.00
6	Mountain Bay Scuba 06	Grants Proj	1,516.20

7	National Business Systems	Treas	2,058.40
8	Nicholas & Company	Shrf Dtn Mnt	2,132.27
9	Notary Law Institute	Co Atrny	178.00
50160	Nutech Specialities Inc	Road & Bridg	285.30
1	Office Outlet	Vet Services	85.00
2	Pacific Steel & Recycling	Road & Bridg, Flt Veh Main	419.07
3	Pamida - Pharmacy	Shrf Dtn Mnt	4,697.97
4	Pamida Inc	Shrf	10.29
5	Peterbilt Of Wyoming	Road & Bridg	235.30
6	Pineda, Bobby Wayne	Public Defnd, Clk Dist Crt	2,870.00
7	Plainsman Printing & Supply	Clk, Elect	1,264.75
8	Pm Autoglass Inc	Flt Veh Main	190.00
9	Promotional Capital LLC	Shrf	571.05
50170	Public Defender	Public Defnd	2,500.00
1	Qed Inc	GR Fcl Mt CH	107.36
2	Quill Corporation	Treas, Elect, GR Fcl Mt CH,	
		Shrf Dtn Mnt, Assess, Purchasing	83.58
3	Quill Corporation	Co Atrny, Clk Dist Crt, Treas,	
		Elect, GR Fcl Mt CH, Shrf Dtn Mnt,	
		Assess, Clk, Flt Veh Main	531.71
4	Quill Corporation	Elect, Shrf, Grants Proj,	
		Clk Dist Crt, Clk, Shrf Dtn Mnt	1,576.08
5	Quill Corporation	Clk, Shrf, Co Atrny, Grants Proj,	
		Shrf Dtn Mnt	4,210.04
6	R S Refrigeration Supply	GR Fcl Mt CH	20.58
7	Radioshack Corporation	Grants Proj, GR Fcl Mt CH	3,866.03
8	Real Kleen Inc	Shrf Dtn Mnt	568.35
9	Rock Springs Chamber Of C	Gen Co Admin	225.00
50180	Rock Springs Newspapers Inc	Gen Co Admin, Human Resour,	
		Grants Proj	774.70
		Gen Co Admin, Elect, Human	
1	Rock Springs Newspapers Inc	Resour	5,230.07
2	Rock Springs Newspapers Inc	Land Use	128.37
3	Rock Springs Winnelson Co	GR Fcl Mt CH	51.73
4	Rock Springs, Green River	RS GR SWC Ds	180,499.00
5	Rocky Mountain Wash, LLC	GR Fcl Mt CH	80.75
6	Rocky Mtn Information Net	Shrf	100.00
7	Safety-Kleen Systems Inc.	Road & Bridg	537.07
8	Shadow Mountain Water Of	Vet Services	13.50
9	Sherman, Stacey	Vet Services	435.12
50190	Sherwin-Williams	Shrf Dtn Mnt	213.32
1	Sirius Xm Radio Inc	Shrf	51.99
2	Skaggs Companies	Shrf	526.60
3	Smyth Printing Inc	Shrf Dtn Mnt, Elect, Juv Prob	1,144.53
4	Staples Credit Plan	Shrf Dtn Mnt, Grants Proj	46.93
5	Sterling Communications	Shrf, Road & Bridg	943.66
6	Sunlite Service	Shrf	1,280.00
7	Sweetwater Medical Group	Co Atrny	266.65
8	Sweetwater Plumbing & Heat	GR Fcl Mt CH	206.00
9	Sweetwater Trophies	Clk Dist Crt, GR Fcl Mt CH	215.61
50200	Swick's Matco Tools	Flt Veh Main	17.25
1	Swisher Hygiene Franchise	Shrf Dtn Mnt	1,113.81
2	The Hon Company	Capital Proj	1,644.25
3	The Radio Network	Shrf	400.00
4	The Tire Den Inc	Flt Veh Main	874.28
5	Total Tech	IT Dept	355.00
6	Tubbs MD LLC, Kennon C	Shrf Dtn Mnt	4,200.00
7	U S Foodservice Inc	Shrf Dtn Mnt	424.39
8	Uinta Engineering & Surve	Capital Proj	1,248.00
9	Volvo Rents	Road & Bridg	493.99
50210	WACO	Co Atrny	510.00
1	WCTA	Treas	57.00
2	West Payment Center	Clk Dist Crt	1,084.00
3	Western Relief, LLC	Gen Co Admin	90.00
4	Whisler Chevrolet Company	Flt Veh Main	219.39
5	White Mountain Lumber	GR Fcl Mt CH	97.34
6	Wilder, Michael S.	Juv Prob	32.99
7	Williams Scotsman Inc	Shrf	283.29
8	Wyoming.COM LLC	Road & Bridg	19.95
9	Wyopass	Land Use	220.00
50220	Young At Heart Senior Cit	Senior Cntrs	21,706.74
		GRAND TOTAL	482,474.60

The following unlisted warrants are payroll warrants: 50089, 50090

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TAXPAYER	TAX AMOUNT	TAXPAYER	TAX AMOUNT
ABETTOR REALTY	-0.48	MERIT ENERGY CO	-842.12
BLEMING KATHY	-36.72	MERIT ENERGY CO	-43,664.00
BP AMERICA PROD CO	-2.30	G & H RESOURCES	-249.36
BP AMERICA PROD CO	-76.90	G & H RESOURCES	-119.40
BP AMERICA PROD CO	-0.06	G & H RESOURCES	-723.96

MERIT ENERGY CO	-4,265.04	G & H RESOURCES	-204.16
MERIT ENERGY CO	-1,161.00	KERR MCGEE OIL & GAS ONSHORE	-368.50
MERIT ENERGY CO	-249.02	KERR MCGEE OIL & GAS ONSHORE	-199.28
MERIT ENERGY CO	-5,581.96	KERR MCGEE OIL & GAS ONSHORE	-60.82
MERIT ENERGY CO	-18,209.24	KELLY JACLYN & GARRISON JULIA	-28.82
MERIT ENERGY CO	-92.24	KELLY JACLYN & GARRISON JULIA	-26.14
MERIT ENERGY CO	-15,910.12	KELLY JACLYN & GARRISON JULIA	-25.68
MERIT ENERGY CO	-8,696.56	ALLARD DAWN	-27.38
MERIT ENERGY CO	-719.76	ALLARD DAWN	-26.94
MERIT ENERGY CO	-10,674.14	ALLARD DAWN	-28.86
MERIT ENERGY CO	-3,553.22		

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## **Commissioner Comments/Reports**

### **Commissioner Bailiff**

Commissioner Bailiff reported that he attended OCI's 50<sup>th</sup> Anniversary Celebration and the River Festival & Art on the Green and noted that both events were well attended. Commissioner Bailiff spoke that he visited the following departments: the county shop, Road and Bridge and the Assistant Fire Warden. Commissioner Bailiff acknowledged that the county shop is designated as a polling place and expressed his displeasure that employees of the shop are charged with a day of vacation in order to allow the premises to be vacant. Commissioner Bailiff explained that he is waiting on Human Resources to complete an application and displacement criteria for the County Fire Warden. Commissioner Bailiff further reported that he attended the library board meeting and also spoke with Sue Rigano, Solid Waste District No. 2 board member, relative to their board vacancy of five months. He explained that Garry Engstrom had previously been removed from the board without the Board of County Commissioners being notified. Commissioner Bailiff requested that the appointment for the Solid Waste District No. 2 board be placed on the September 4, 2012 agenda. Lastly, he spoke that he talked to Commissioner Kolb regarding the airport budget over run.

### **Commissioner West**

Commissioner West reported that he attended OCI's 50<sup>th</sup> Anniversary Celebration along with Commissioner Bailiff and Commissioner Van Matre. Commissioner West explained that Southwest Counseling Service continues to have issues relative to the state contract and, if they are not resolved by the end of the month, major changes could be made. Commissioner West noted that he continues to work on 6<sup>th</sup> cent issues and that he would wait to comment until the time specified on the agenda for that particular item.

### **Chairman Johnson**

Chairman Johnson expressed his appreciation to Commissioner Bailiff, Commissioner Van Matre and Commissioner West for representing the county during OCI's 50<sup>th</sup> Anniversary Celebration. Chairman Johnson reported that he attended a meeting in Kemmerer for the Coalition of Local Governments. He explained that there were developments regarding the Sage Grouse plan and whether it should be included in the Rock Springs RMP. Chairman Johnson noted that, at this time, there is a difference between what the governor is saying and whether it should be done locally or through the National Technical Team. He explained that there are two different socio-economic analyses being conducted. One is the IMPLAN model and the second is the REMI. He further explained that both plans will be run on the Rock Springs RMP to verify what the true differences will be.

### **Commissioner Van Matre**

Commissioner Van Matre reported that he attended the Republican Primary Forum, the United Way kick off campaign, and OCI's 50<sup>th</sup> Anniversary Celebration. Commissioner Van Matre spoke that he visited IT Director Tim Knight and noted that the hardware and software briefings were completed and the committee will meet to choose which software system would be most adequate for the county. He further spoke that IT has updated the attorneys' system and that the new help desk program has been implemented which resulted in a cost savings to the county. Commissioner Van Matre also visited with Accounting Manager Bonnie Phillips and noted that all things are going well. Commissioner Van Matre explained that VSO Director Denise Boudreault is excited about her new hire coming on board and indicated that the Green River VSO office will be open by the end of August. Commissioner Van Matre explained that Grants Manager Krisena Marchal has been working on the block grant and the overall goal of the grant is to assist those in need and to help reduce the poverty level.

### **Commissioner Kolb**

Commissioner Kolb reported that he attended the Republican Primary Forum and Planning and Zoning meeting. He explained that a planning and zoning board member recently sold his home and is no longer a resident of Sweetwater County. He questioned if this was permissible and requested that Deputy County Attorney Cliff Boevers review the legality. Commissioner Kolb further reported that he attended the Airport Board meeting and stressed the importance of the board keeping the commission informed. Commissioner Kolb expressed his desire that the newspapers write more positive comments relative to the Rock Springs/Sweetwater County Airport. Commissioner Kolb noted that the Wyoming Aeronautics have had state budgetary cuts which means that funding and subsidizing will be cut in other areas that are unknown at this time. Commissioner Kolb reported that he attended the River Festival & Art on the Green. Lastly, Commissioner Kolb explained that the consultant agreement for the sound expert assisting with wind regulations is currently being completed.

## **County Resident Concerns**

Chairman Johnson opened county resident concerns. Communities Protecting the Green board member Don Hartley explained that Colorado Governor Hickenlooper has written a letter to President Obama to expedite the NIP project focused around Fort Collins and Greeley Colorado.

Chairman Johnson congratulated Green River Star Editor David Martin on his recent promotion. Hearing no further comments, the hearing was closed.

Commissioner Kolb requested clarification on the inmate enterprise fund. County Treasurer Robb Slaughter explained that the inmate enterprise fund was set up by the Sheriff's Department to fund incidentals in the jail. He noted that, during last year's budget, the Sheriff's Department budgeted more revenue than was actually received. Mr. Slaughter contacted Major Rick Hawkins and Sheriff Haskell to advise of the negative cash balance and also notified Accounting Manager Bonnie Phillips to make sure that the revenue is projected accurately.

Commissioner Bailiff questioned Public Works Director John Radosevich as to when he anticipates having the job criteria for the Fire Warden completed. Mr. Radosevich explained that he has spoken with Human Resources Director Garry McLean who indicated that the initial draft is being completed and will be forwarded to the commission for review.

Due to being ahead of schedule, Chairman Johnson requested to amend the agenda and move the approval of human service agreements and the addendum number 5 to the Joint Action Agreement prior to the agenda item for the specific purpose sales and excise tax to allow municipalities and residents to be present during the advertised time.

#### **Approval of Human Service Agreements**

Deputy County Attorney Cliff Boevers presented the Human Service Agreements. Chairman Johnson read aloud the current Human Service Agreements to include the Sweetwater Family Resource Center, Volunteer Information Referral Service, the Young at Heart Senior Citizens Center and YWCA of Sweetwater County. *Commissioner West moved to approve the Human Service Agreements that Chairman Johnson referenced. Commissioner Van Matre seconded the motion.* Following discussion, the motion was approved unanimously.

#### **Addendum No. 5 to the Joint Action Agreement between the Joint Powers Telecom Board for the Cities of Green River, Rock Springs and Sweetwater County**

Deputy County Attorney Cliff Boevers requested approval of the Addendum No. 5 to the Joint Action Agreement between the Joint Powers Telecom Board for the Cities of Green River, Rock Springs, and Sweetwater County. Following discussion, Chairman Johnson entertained a motion to approve the Addendum No. 5 to the Joint Action Agreement between the Joint Powers Telecom Board for the Cities of Green River, Rock Springs, and Sweetwater County as presented by Mr. Boevers. *Commissioner Kolb so moved. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

#### **Break**

Chairman Johnson called for a fifteen minute break.

#### **Action/Presentation Items**

##### **A Resolution Approving the Proposition for the Imposition of a 1% Specific Purpose Sales and Use Excise Tax**

Freudenthal and Bonds PC Barbara Bonds was present via teleconference to discuss Resolution 12-08-CC-02, a resolution approving the proposition for the imposition of a 1% Specific Purpose Sales and Use Excise Tax. Chairman Johnson explained that, during the joint meeting with all municipalities and/or representatives present; the projects were discussed and agreed upon by all six communities. Chairman Johnson explained that, subsequent to the meeting, the commission retained Ms. Bonds to represent the county to contact the communities and prepare the resolutions and noted that, if any community or project was not ready for the ballot, it would be dropped. Chairman Johnson further explained that the county sponsored project for the West/Green River water line, which was initially sponsored by the City of Green River, encountered issues and escalated cost problems and, therefore, the project was removed from the ballot. He spoke that Sweetwater County will no longer support the waterline project as a county project.

Chairman Johnson requested that Ms. Bonds explain where the projects stand with the resolutions for the municipalities. Ms. Bonds advised that she prepared the resolutions for the municipalities to adopt and approve during their board meetings. Ms. Bonds spoke that Bairoil unanimously turned the resolution down as the council determined that this was not the time for another tax, that they didn't appreciate the commissioners' comments, and that the commissioners were moving too fast. Ms. Bonds further explained that Superior made the decision to take no action during their regular meeting but held a special meeting and, subsequently, at that meeting, turned the resolution down. Ms. Bonds was advised that Granger would hold a special meeting on Thursday, August 23, 2012 to discuss the tax initiative resolution. Ms. Bonds spoke that she would contact Wamsutter to make them aware that they will have to hold a special meeting to take action on the resolution prior to their regularly scheduled meeting to adhere to state statute requirements for the tax initiative. Chairman Johnson acknowledged that four communities need to approve the resolution in order for the projects to go onto the ballot to be voted on. The commission expressed their displeasure with municipalities holding up the process when the projects and dollar amounts were agreed upon during prior meetings.

Chairman Johnson requested that Ms. Bonds provide her legal opinion as to how the commission should proceed with an adequate motion to adopt the master resolution. Ms. Bonds recommended that the

motion should be: *“to approve the master resolution for the specific purpose tax election with the following caveats: 1. At least four communities will approve putting it on the ballot, 2. Any communities not approving would have until noon on Friday, August 24, 2012 and 3. Any communities not approving after Friday at noon, their project(s) and their amount(s) will be excluded from the final ballot”.* Commissioner West so moved. Commissioner Van Matre seconded the motion. The commission requested that action from the municipalities be reported directly to Ms. Bonds by noon on Friday, August 24, 2012. Chairman Johnson reiterated that, without the support of four municipalities, the projects will not be placed on the ballot. He expressed that the Sweetwater County Commissioners support placing the projects on the ballot to put before the voters. With no further discussion, the motion was approved unanimously.

## RESOLUTION NO. 12-08-CC-02

### **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 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 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. \$60,506,091 and interest earned thereon for the Municipalities and the County for the following:
  - (i) \$2,341,794 to Granger for the following: (1) installation of new and replacement street lights; (2) water and sewer line to the new school; (3) firehouse upgrades and equipment; (4) construction of a pump station and water line from the Hams Fork River to the Granger treatment plant; and (5) paying a portion of the costs for the new Granger water processing plant;
  - (ii) \$2,804,298 to Superior for (1) paving, curb, gutter and sidewalk (where appropriate) improvements on the following streets - Berta, Manning Court, Horse Thief Lane and Cliff Overy; and (2) storm drainage improvements on Berta, Manning Court, Cliff Overy, Horse Thief Lane and Fourth Street;
  - (iii) \$3,700,034 to Wamsutter for the following: (1) water main, street replacement and curb, gutter and sidewalk improvements on Bucho Avenue, Bonnie Avenue and Bugus Avenue (Tierney Street to Swanson Street); (2) water main, street replacement and curb, gutter and sidewalk improvements on Tierney Street (Bucho Avenue to McCormick); (3) sewer main for the South Side Industrial Park; (4) water main replacement (South of Murray); (5) water main improvements along the Railroad sewer line; and (6) water meter parts;
  - (iv) \$16,404,264 to Green River for (1) street and storm drain improvements on (a) East Teton Boulevard from Astle Avenue to Monroe Avenue, (b) Hitching Post Drive from Monroe Avenue to Crossbow Drive, and (c) Knotty Pine Street from Riverview Drive to its south end; (2) street and water main improvements on (a) East Railroad Avenue from North Third East Street to its east end, (b) North Fifth East Street from its south end to Flaming Gorge Way, and (c) Knotty Pine Street from Riverview Drive to its south end; (3) street improvements on (a) Locust Street from Riverview Drive to Stephens Street, (b) Apache Avenue from Trail Drive to Cliff View Drive, (c) Apache Avenue from Indian Hills Drive to Grand View Drive, (d) Wind River Drive from Hitching Post Drive to West Teton Boulevard, and (e) North Fourth East Street from Flaming Gorge Way to East Second North Street; and (4) street, water main, sewer main and storm drain improvements on Evans Drive from Uinta Drive to Wilkes Drive;
  - (v) \$30,689,205 to Rock Springs for (1) Arterial Standards improvements associated with the Stagecoach Drive Extension; (2) Collector Standards improvements associated with the Summit Drive Extension; (3) paving, curb, gutter and sidewalk improvements for the Sweetwater Drive Extension; (4) sanitary sewer, road, curb, gutter and sidewalk improvements associated with Center Street and South Belt Route; (5) miscellaneous sanitary sewer pipe and manhole replacement; (6) water line relocation and replacement, fire hydrants and road repairs on Bellview Street; (7) upsizing and upgrading of the Gateway Pump Station; (8) installation of 30 inch

- waterline from the West Kanda location to the water treatment plant in Green River; (9) storm sewer improvements, road repair, curb, gutter and sidewalk located in the North Belt Route N, South Center Street to Bitter Creek and Channel Street to Elk Street; and (10) 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 odor; and
- (vi) \$4,566,497 to the County for roadway improvements, including asphalt overlays, safety work and other associated improvements on (1) Road 4-11 (TG Soda Ash Road); (2) Road 4-6 (OCI Entrance Road); and (3) Road 4-2 (Little America Road)
2. To collect a total of \$21,310,321 and interest earned thereon for the following County Projects:
- (i) \$18,851,438 for construction, furnishing and equipment of a medical office building for Sweetwater County Memorial Hospital; and
- (ii) \$2,458,883 for 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;
3. To collect a total of \$4,683,587 and interest earned thereon for Green River for the construction 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 imposition of the Tax by submitting three (3) propositions 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 proposition 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 ES&S Model 100 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 FOR OR AGAINST THE PROPOSITIONS, MARK THE SQUARE PRINTED ADJACENT TO EACH PROPOSITION MARKED "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.

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There are three (3) separate ballot propositions proposed for funding through a 1% Specific Purpose Sales and Use Excise Tax. Each proposition stands alone. You may vote for or against each proposition. Each proposition must receive a majority of votes cast on that proposition to be approved. Regardless of the number of propositions 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:

#### PROPOSITION ONE

To collect a total of \$60,506,091 and interest earned thereon for the following Municipal and County Projects:

- \$2,341,794 to Granger for the following: (1) installation of new and replacement street lights; (2) water and sewer line to the new school; (3) firehouse upgrades and equipment; (4) construction of a pump station and water line from the Hams Fork River to the Granger treatment plant; and (5) paying a portion of the costs for the new Granger water processing plant;
- \$2,804,298 to Superior for (1) paving, curb, gutter and sidewalk (where appropriate) improvements on the following streets - Berta, Manning Court, Horse Thief Lane and Cliff Overy; and (2) storm drainage improvements on Berta, Manning Court, Cliff Overy, Horse Thief Lane and Fourth Street;
- \$3,700,034 to Wamsutter for the following: (1) water main, street replacement and curb, gutter and sidewalk improvements on Bucho Avenue, Bonnie Avenue and Bugus Avenue (Tierney Street to Swanson Street); (2) water main, street replacement and curb, gutter and sidewalk improvements on Tierney Street (Bucho Avenue to McCormick); (3) sewer main for the South Side Industrial Park; (4) water main replacement (South of Murray); (5) water main improvements along the Railroad sewer line; and (6) water meter parts;
- \$16,404,264 to Green River for (1) street and storm drain improvements on (a) East Teton Boulevard from Astle Avenue to Monroe Avenue, (b) Hitching Post Drive from Monroe Avenue to Crossbow Drive, and (c) Knotty Pine Street from Riverview Drive to its south end; (2) street and water main improvements on (a) East Railroad Avenue from North Third East Street to its east end, (b) North Fifth East Street from its south end to Flaming Gorge Way, and (c) Knotty Pine Street from Riverview Drive to its south end; (3) street improvements on (a) Locust Street from Riverview Drive to Stephens Street, (b) Apache Avenue from Trail Drive to Cliff View Drive, (c) Apache Avenue from Indian Hills Drive to Grand View Drive, (d) Wind River Drive from Hitching Post Drive to West Teton Boulevard, and (e) North Fourth East Street from Flaming Gorge Way to East Second North Street; and (4) street, water main, sewer main and storm drain improvements on Evans Drive from Uinta Drive to Wilkes Drive;
- \$30,689,205 to Rock Springs for (1) Arterial Standards improvements associated with the Stagecoach Drive Extension; (2) Collector Standards improvements associated with the Summit Drive Extension; (3) paving, curb, gutter and sidewalk improvements for the Sweetwater Drive Extension; (4) sanitary sewer, road, curb, gutter and sidewalk improvements associated with Center Street and South Belt Route; (5) miscellaneous sanitary sewer pipe and manhole replacement; (6) water line relocation and replacement, fire hydrants and road repairs on Bellview Street; (7) upsizing and upgrading of the Gateway Pump Station; (8) installation of 30 inch waterline from the West Kanda location to the water treatment plant in Green River; (9) storm sewer improvements, road repair, curb, gutter and sidewalk located in the North Belt Route N, South Center Street to Bitter Creek and Channel Street to Elk Street; and (10) 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 odor; and
- \$4,566,497 to the County for roadway improvements, including asphalt overlays, safety work and other associated improvements on (1) Road 4-11 (TG Soda Ash Road); (2) Road 4-6 (OCI Entrance Road); and (3) Road 4-2 (Little America Road)?”

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

#### PROPOSITION TWO

To collect a total of \$21,310,321 and interest earned thereon for the following County Projects:

- \$18,851,438 for construction, furnishing and equipment of a medical office building for Sweetwater County Memorial Hospital; and
- \$2,458,883 for 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?”

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

- To collect a total of \$4,683,587 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 SALE 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 propositions 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 propositions:

“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:

PROPOSITION ONE

To collect a total of \$60,506,091 and interest earned thereon for the following Municipal and County Projects:

- \$2,341,794 to Granger for the following: (1) installation of new and replacement street lights; (2) water and sewer line to the new school; (3) firehouse upgrades and equipment; (4) construction of a pump station and water line from the Hams Fork River to the Granger treatment plant; and (5) paying a portion of the costs for the new Granger water processing plant;
- \$2,804,298 to Superior for (1) paving, curb, gutter and sidewalk (where appropriate) improvements on the following streets - Berta, Manning Court, Horse Thief Lane and Cliff Overy; and (2) storm drainage improvements on Berta, Manning Court, Cliff Overy, Horse Thief Lane and Fourth Street;
- \$3,700,034 to Wamsutter for the following: (1) water main, street replacement and curb, gutter and sidewalk improvements on Bucho Avenue, Bonnie Avenue and Bugus Avenue (Tierney Street to Swanson Street); (2) water main, street replacement and curb, gutter and sidewalk improvements on Tierney Street (Bucho Avenue to McCormick); (3) sewer main for the South Side Industrial Park; (4) water main replacement (South of Murray); (5) water main improvements along the Railroad sewer line; and (6) water meter parts;
- \$16,404,264 to Green River for (1) street and storm drain improvements on (a) East Teton Boulevard from Astle Avenue to Monroe Avenue, (b) Hitching Post Drive from Monroe Avenue to Crossbow Drive, and (c) Knotty Pine Street from Riverview Drive to its south end; (2) street and water main improvements on (a) East Railroad Avenue from North Third East Street to its east end, (b) North Fifth East Street from its south end to Flaming Gorge Way, and (c) Knotty Pine Street from Riverview Drive to its south end; (3) street improvements on (a) Locust Street from Riverview Drive to Stephens Street, (b) Apache Avenue from Trail Drive to Cliff View Drive, (c) Apache Avenue from Indian Hills Drive to Grand View Drive, (d) Wind River Drive from Hitching Post Drive to West Teton Boulevard, and (e) North Fourth East Street from Flaming Gorge Way to East Second North Street; and (4) street, water main, sewer main and storm drain improvements on Evans Drive from Uinta Drive to Wilkes Drive;
- \$30,689,205 to Rock Springs for (1) Arterial Standards improvements associated with the Stagecoach Drive Extension; (2) Collector Standards improvements associated with the Summit Drive Extension; (3) paving, curb, gutter and sidewalk improvements for the Sweetwater Drive Extension; (4) sanitary sewer, road, curb, gutter and sidewalk improvements associated with Center Street and South Belt Route; (5) miscellaneous sanitary sewer pipe and manhole replacement; (6) water line relocation and replacement, fire hydrants and road repairs on Bellview Street; (7) upsizing and upgrading of the Gateway Pump Station; (8) installation of 30 inch waterline from the West Kanda location to the water treatment plant in Green River; (9) storm sewer improvements, road repair, curb, gutter and sidewalk located in the North Belt Route N, South Center Street to Bitter Creek and Channel Street to Elk Street; and (10) 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 odor; and
- \$4,566,497 to the County for roadway improvements, including asphalt overlays, safety work and other associated improvements on (1) Road 4-11 (TG Soda Ash Road); (2) Road 4-6 (OCI Entrance Road); and (3) Road 4-2 (Little America Road)?”

PROPOSITION TWO

To collect a total of \$21,310,321 and interest earned thereon for the following County Projects:

- \$18,851,438 for construction, furnishing and equipment of a medical office building for Sweetwater County Memorial Hospital; and

- \$2,458,883 for 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?"

PROPOSITION THREE

- To collect a total of \$4,683,587 and interest earned thereon for Green River for the construction of a new facility for the Green River Police Department?"

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
10	7	GR Mansface Church	350 Mansface Dr., Green River
12	1	Reliance Fire Station	1016 3 <sup>rd</sup> 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 ES&S Model 100 Voting Systems ballots. The ballots shall contain the same propositions as stated above and a voting device will be provided to permit the elector to indicate his or her vote by completing the square printed adjacent to the choice "FOR THE SPECIFIC PURPOSE SALES AND USE EXCISE TAX" or "AGAINST THE SPECIFIC PURPOSE SALES AND USE EXCISE TAX." 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) 872-3733 or (307) 922-5208. Written requests may be mailed to Dale Davis, Sweetwater County Clerk, Sweetwater County Courthouse, 80 West Flaming Gorge Way, Suite 155, 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 21st day of August, 2012.

( S E A L )

/s/ Dale Davis

County Clerk  
Sweetwater County, Wyoming

Publish in: Daily Rocket-Miner on September 24, 2012  
Green River Star on September 26, 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 Granger, Superior and Wamsutter, Wyoming, no 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 Tuesday, October 16, 2012, in the Rock Springs City Hall and on Thursday, October 18, 2012, in the County Courthouse in Green River.

A Proclamation and Notice of Election giving more detailed information concerning the election was published as required by law on Monday, September 24, 2012 in the Daily-Rocket Miner and on Wednesday, September 26, 2012 in the Green River Star.

IN WITNESS WHEREOF, the Sweetwater County Clerk has caused this Notice to be given as of the 1st day of October, 2012.

( S E A L )

/s/ Dale Davis  
County Clerk  
Sweetwater County, Wyoming

Publish in: Daily Rocket-Miner on October 1, 2012  
Green River Star on October 3, 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 propositions, 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 21st day of August, 2012.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Wally J. Johnson, Chairman

\_\_\_\_\_  
Gary Bailiff, Member

\_\_\_\_\_  
John K. Kolb, Member

ATTEST:

\_\_\_\_\_  
Don Van Matre, Member

\_\_\_\_\_  
Steven Dale Davis, County Clerk

\_\_\_\_\_  
Reid O. West, Member

\*\*\*\*\*

**Break**

Chairman Johnson called for a five minute break.

**Extension of Commercial Wind Farm Moratorium**

Planning and Zoning Director Eric Bingham presented Resolution 12-08-CC-01, extension of zoning moratorium on the establishment of commercial wind farms. Mr. Bingham explained that, due to scheduling conflicts, he recommended that the resolution be amended to expire on December 21, 2012. Chairman Johnson requested clarification regarding the expert noise consultant agreement. Mr. Bingham explained that the contract has been presented to the attorney's office and will be brought before the board after it has been reviewed by legal counsel. Following discussion relative to when the regulations will come before the commission, Chairman Johnson entertained a motion to approve Resolution 12-08-CC-01, extension of the zoning moratorium on the establishment of commercial wind farms. ***Commissioner Kolb moved to approve Resolution 12-08-CC-01. Commissioner Bailiff seconded the motion.*** With no discussion, the motion was approved unanimously.

**RESOLUTION 12-08-CC-01  
EXTENSION OF ZONING MORATORIUM ON THE ESTABLISHMENT OF  
COMMERCIAL WIND FARMS**

Whereas, the Sweetwater County Board of County Commissioners (Board) on February 7, 2012 adopted Resolution 12-02-CC-01 that established a nine (9) month moratorium, which prohibited the receipt and processing of commercial wind farm/wind energy facility applications, to allow the Sweetwater County Board of County Commissioners (Board) sufficient time to adopt regulations for Wind Energy Facilities in accordance with Wyoming Statute (see attached Resolution); and

Whereas, on June 13, 2012 the Sweetwater County Planning and Zoning Commission (P&Z) held a public hearing and created Draft Wind Energy Regulations and certified said regulations to the Board in P&Z Recommendation 12-06-PZ-01; and

Whereas, the nine (9) month moratorium established by Resolution 12-02-CC-01 will expire on November 7, 2012; and

Whereas, to ensure that said Draft Wind Energy Regulations protect the public from harm and provide for the protection of the public health, safety and welfare; and further safeguard the environment, including wildlife, historical and cultural resources; additional time is required for Sweetwater County and the public to review and consider P&Z Recommendation 12-06-PZ-01;

Now therefore be it resolved, that Board of County Commissioners hereby extends the expiration date for the commercial wind energy facility moratorium established by Resolution 12-02-CC-01 from Wednesday, November 7, 2012 to Friday, December 21, 2012.

Dated this 21st day of August, 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

\*\*\*\*\*

**Repeal of 2006 International Fire Code and Adoption of 2012 International Fire Code**

Planning and Zoning Director Eric Bingham and Fire Code Enforcer Jim Zimmerman explained that the State of Wyoming has adopted the 2012 International Fire Code and that Sweetwater County is required to adopt the 2012 International Fire Code to maintain "Home Rule". Following discussion relative to the

ramifications of adopting the fire code, Chairman Johnson entertained a motion to approve the notice of the Sweetwater County Commission's intent to repeal the 2006 International Fire Code and adopt the 2012 International Fire Code and authorize the Chairman to sign. *Commissioner Bailiff so moved. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

**Request the Approval of the Business Ready Community Subgrantee Agreement for a Workforce Training Facility at WWCC**

Grants Manager Krisena Marchal presented the Business Ready Community Subgrantee Agreement for a Workforce Training Facility at Western Wyoming Community College. WWCC President Dr. Leach and Director of Work Force Services Carole Shafer were present. Following discussion, Chairman Johnson entertained a motion to approve, and have the Chairman sign, the Business Ready Community Subgrantee Agreement for a Workforce Training Facility at Western Wyoming Community College. *Commissioner Van Matre moved for a motion to approve, and have the Chairman sign, the Business Ready Community Subgrantee Agreement for a Workforce Training Facility at Western Wyoming Community College. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

**Request the Acceptance of the FY 2013 Selective Traffic Enforcement Grant Agreement**

Grants Manager Krisena Marchal and Under Sheriff Craig Jackson presented the FY 2013 Selective Traffic Enforcement Grant Agreement. Following discussion relative to safety projects and the offset costs for overtime and benefits for deputies, Chairman Johnson entertained a motion to accept the FY 2013 Selective Traffic Enforcement Grant Agreement. *Commissioner Kolb made the motion. Commissioner Bailiff seconded the motion.* Following discussion, the motion was approved unanimously.

**Approval of Delta Dental Administrative Services Contract**

Chairman Johnson requested to remove the Delta Dental Administrative Services Contract as the contract had previously been presented during a prior board meeting.

**Break**

Chairman Johnson called for a ten minute break.

**Events Complex Update**

Chairman Johnson acknowledged that Events Complex Director Larry Lloyd, board members, staff and volunteers completed the impossible with the renovations made for the National High School Rodeo. The commission expressed their pleasure with the end result and the number of venues that will be able to utilize the facility over the years. Mr. Lloyd extended his appreciation as well to all those who supported the project and those involved in assisting with the renovations. He expressed that the National High School Association, contestants, family and residents were impressed. Mr. Lloyd presented the commission with an appreciation plaque for the county's support on behalf of the National High School Rodeo Association and presented an aerial photograph of the events complex.

**enXco's Wildlife Study**

Flitner Strategies President Sara Flinter, Consultant Jenny Mayfield, enXco Pre-Construction Manager Kenny Allen and Western EcoSystems Wildlife Biologist/Project Manager Kenton Taylor were present to provide a power point presentation of their recent Quaking Aspen Wind Baseline Wildlife Surveys. Ms. Flitner explained that enXco has officially changed their name to EDF as enXco was a subsidiary of EDF and have now become wholly owned. Mr. Taylor explained that they are committed to using the results of the studies as a baseline to avoid and minimize potential impacts. The commission stressed their concerns with the opinion survey statistics as well as the location and explained that residents have expressed their opposition to wind energy on Quaking Aspen Mountain.

**Lunch**

Chairman Johnson recessed the meeting for lunch. After the lunch break, Chairman Johnson opened the afternoon session.

**Action Items/Presentations Continued**

**Community Builders, Inc. Economic Development Plant**

Community Builders, Inc. Consultants Bobbe Fitzhugh and Joe Coyne were present to update the commission on the Great Divide Strategy and requested feedback from the commission as to county economic goals and priorities. Following discussion concerning various projects that could be reviewed for economic goals, Ms. Fitzhugh indicated that Community Builders, Inc. will request to be on the commission agenda in October.

**Adjourn**

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

\_\_\_\_\_  
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	8/24/2012	133,882.33
EAL	8/27/2012	2,496.73
EAL	8/31/2012	899,520.48
EAL	9/1/2012	16,527.64
EAL	9/3/2012	33,316.24
EAL	9/4/2012	791,992.42
EAL		
EAL		
EAL		

Payroll Net 995,836.54 Payroll Checks : 50089-90, 50221-23, 50251-50309, 50310-11

TOTAL AMOUNT \$2,873,572.38

Vouchers in the above amount are hereby approved and ordered paid this date of 09/4/2012

\_\_\_\_\_  
Wally J. Johnson, Chair

\_\_\_\_\_  
Gary Bailiff, Member

\_\_\_\_\_  
John K. Kolb, Member

\_\_\_\_\_  
Don Van Matre, Member

Attest:

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

\_\_\_\_\_  
Reid O. West, Member

**Authorization for Monthly Reports**  
**9-4-12**

1. Clerk of District Court
2. County Sheriff

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

## Monthly Statement

Statement of the earnings or collections of **Donna Lee Bobak** as **Clerk of District Court** within and for the county of Sweetwater, state of Wyoming, for the month ending:

**July, 2012**

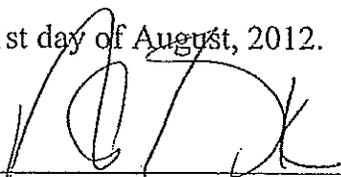
Reported to the Board of County Commissioners of said County.

<u>CIVIL FEES</u> .....	\$	8397.64
Code: DC		
 <u>BOND FORFIETED</u> .....	 \$	 0.00
Code: FO		
 <u>CRIMINAL FINES</u> .....	 \$	 40.00
Code: CF		
 <u>TOTAL EARNINGS</u> .....	 \$	 8437.64
Clerk of District Court Check # 4875		

STATE OF WYOMING  
COUNTY OF SWEETWATER

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

Witness, my hand and seal this 1st day of August, 2012.

  
\_\_\_\_\_  
Donna Lee Bobak, Clerk of District Court



**Authorization for Bonds**  
**9-4-12**

Jeffrey Nieters                      City of Green River- Finance Director/Treasurer                      \$100,000.00

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. 69233040

That we Jeffrey Nieters

of Green River, 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 City of Green River, the State of Wyoming, in the penal

sum of One Hundred Thousand and 00/100 DOLLARS (\$ 100,000.00), 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 July, 2012.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden

Principal was duly  Appointed  Elected to the office of Finance Director/Treasurer

in the City of Green River,

and State aforesaid for the term beginning October 9, 2012, and ending

October 9, 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 Finance Director/Treasurer as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



[Signature]  
Principal

WESTERN SURETY COMPANY

By [Signature]  
Paul T. Bruffat, Senior Vice President



**RESOLUTION 12-09-CL-01**  
**SWEETWATER COUNTY**  
**BUDGET AMENDMENT**

DUE to the receipt of a Wyoming Business Council grant, in the amount of \$1,000,000, that was approved at the August 7, 2012 Regular County Commission meeting for a pass-through grant to the Western Wyoming Community College for a Workforce Training Facility,

WHEREAS, it has been determined that the aforementioned funds need to be included within the 2012-2013 County Budget,

WHEREAS, the Notice of Public Hearing has been published in accordance with the regulations and rules governing the budget process and there being no protests filed or expressed to the Board of County Commissioners regarding this amendment to the Sweetwater County Budget at the hearing,

BE IT THEREFORE RESOLVED: that the 2012-2013 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

Expenditures Increase Grant Fund:

Work Training Facility	\$1,000,000
------------------------	-------------

Revenue Increase Grant Fund:

Work Training Facility	\$1,000,000
------------------------	-------------

Dated at Green River, Wyoming this 4th of September, 2012.

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

\_\_\_\_\_  
Wally J. Johnson, Chair

\_\_\_\_\_  
Gary Bailiff, Member

\_\_\_\_\_  
John K. Kolb, Member

\_\_\_\_\_  
Reid O. West, Member

ATTEST:

\_\_\_\_\_  
Steven Dale Davis, County Clerk

\_\_\_\_\_  
Don Van Matre, Member

NOTICE OF PUBLIC HEARING  
SWEETWATER COUNTY  
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Sweetwater County 2012-2013 budget in the amount of \$1,000,000 for the receipt of a Wyoming Business Council grant approved at the Regular County Commission meeting, August 7, 2012:

Revenues:		Expenditures:	
Workforce Training	\$1,000,000	Workforce Training	\$1,000,000

Said hearing will be held at the Sweetwater County Commissioner's meeting room in the County Courthouse in Green River, Wyoming on the 4th day of September 2012 at 8:30 A.M. At this time, any and all interested persons may appear and express their opinion regarding the budget amendment.

Dated at Green River, Wyoming this 29th day of August, 2012.

Board of County Commissioners  
Sweetwater County, Wyoming

Attest:

(s) Wally J Johnson, Chair

(s) Steven Dale Davis, County Clerk

Please Advertise as a Legal Advertisement on: August 30, 2012.



**Agreements  
FY 2013**

Human Service Name	Amount
Boys and Girls Club of Sweetwater County	\$ 60,000
Castle Rock Hospital District	\$ 150,000
Golden Hour Senior Citizen's Center	\$ 276,008
Hospice of Sweetwater County	\$ 98,000
Western Wyoming Family Planning	\$ 20,000
Young at Heart Senior Citizen's Center - Amended	\$ 301,550
Salary Contribution	
SWC University Extension Educator/4-H	\$ 20,004
SWC University 4-H Clerical	\$ 48,094
Total	\$ 973,656

Approved and authorize the County Chairman to sign the agreements this the 4th day of September, 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

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, AND THE BOYS AND GIRLS CLUB OF SWEETWATER  
COUNTY**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and the Boys and Girls Club of Sweetwater County, 736 Massachusetts Avenue, Rock Springs, Wyoming 82901.

WITNESSETH:

WHEREAS, the Board of County Commissioners for Sweetwater County, Wyoming, hereinafter "THE COUNTY," has preliminarily budgeted funds to provide for certain services to the residents of Sweetwater County, Wyoming; and

WHEREAS, the Boys and Girls Club of Sweetwater County, hereinafter referred to as "Boys and Girls Club", is willing, able and capable of providing the services herein specified to the youth of Sweetwater County, Wyoming; and

WHEREAS, THE COUNTY has determined that it is in the best interests of the citizens of Sweetwater County that it enter into an agreement with THE BOYS AND GIRLS CLUB to furnish services to the youth of Sweetwater County, Wyoming;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2012 through June 30, 2013.
2. Services. THE BOYS AND GIRLS CLUB agrees to make available facilities and staff for the purpose of providing various educational and enrichment programs for the boys and girls of Sweetwater County.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$60,000.00 for The Boys and Girls Club expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to the availability of County

funds and to The Boys and Girls Club's compliance with the terms and conditions of this Agreement.

4. Payments. The parties hereto mutually agree that The Boys and Girls Club shall submit vouchers, with supporting invoices and receipts attached, to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.
5. Responsibilities of The Boys and Girls Club: The Boys and Girls Club shall:
  - a. Use the budgeted, allocated and appropriated funds to provide services for the youth of Sweetwater County, as specified herein. Some of said funding may be used to implement the proposed capital construction projects of The Boys and Girls Club, as specified in The Boys and Girls Club's FY-2013 Funding Request. Said capital construction projects are for improvements at the property occupied by The Boys and Girls Club at 736 Massachusetts Avenue in Rock Springs, Wyoming.
  - b. Insure that the staff hired by The Boys and Girls Club is qualified.
  - c. Insure that a good and sufficient fidelity bond covers all personnel handling money.
  - d. Insure that no eligible person is denied services contracted for by THE COUNTY because of that person's inability to pay for such services.
  - e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.
  - f. Maintain detailed minutes of all The Boys and Girls Club board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks identifying individual clients which may be consolidated so that individual clients cannot be identified. The minutes shall be made available for public

inspection during regular business hours. The minutes shall comply with all applicable laws, rules and regulations concerning confidentiality of client records. The Boys and Girls Club may use executive sessions for the discussion of personnel or client matters where permitted by applicable law.

- g. Allow THE COUNTY to examine The Boys and Girls Club's financial records at any time.
  - h. Insure that a certified public accountant will conduct an annual independent financial and compliance audit and provide THE COUNTY with a copy of the audit.
  - i. Comply with all federal, state and local laws, rules and regulations applicable to The Boys and Girls Club with respect to the services provided pursuant to this Agreement.
  - j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.
6. County Responsibilities: THE COUNTY shall:
- a. Consult with and advise The Boys and Girls Club as necessary with respect to the completion of The Boys and Girls Club's responsibilities under this Agreement.
  - b. Make regular payments to The Boys and Girls Club based on vouchers received from The Boys and Girls Club, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to The Boys and Girls Club compliance with the terms and conditions of this Agreement.
7. Indemnification. The Boys and Girls Club shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages of any nature whatsoever to any person or property, arising out of the acts

or omissions of The Boys and Girls Club, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.

8. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.
9. The Boys and Girls Club Status. The Boys and Girls Club represents that it is managed by its own independent board of trustees.
10. Assignment. The Boys and Girls Club may not assign this Agreement, or its rights, duties or obligations therein, without the prior written consent of THE COUNTY, which consent will not be withheld unreasonable.
11. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notification to the other party and subject to the settlement of all outstanding accounts within thirty (30) days of the date of termination.
12. General Provisions.
  - a. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations. The parties acknowledge that there are no other agreements that have not been fully set forth herein.
  - b. This Agreement may be amended or modified only by the prior written consent of both parties.
  - c. If any provision or portion of this Agreement is held unconstitutional, invalid or otherwise unenforceable, THE COUNTY shall have the right at its sole option to declare the Agreement void and enter into negotiations with The Boys and Girls Club for a new Agreement.

- d. Headings used in this Agreement are provided for the convenience of the parties and shall not be deemed or construed to affect the substance of the Agreement.
- e. Failure by either party to enforce the terms of this Agreement shall not operate as a waiver of any future enforcement.
- f. Notices required or permitted under this Agreement shall be delivered personally or deposited in the United States mail, postage prepaid, to the following addresses:

(1) In the case of THE COUNTY:

Board of County Commissioners for Sweetwater County, Wyoming  
80 West Flaming Gorge Way  
Green River, Wyoming 82935-4250

(2) In the case of The Boys and Girls Club:

The Boys and Girls Club  
736 Massachusetts Avenue  
Rock Springs, Wyoming 82935

Any notice delivered by United States mail shall be deemed received three (3) days after the date of mailing.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, WYOMING

By: \_\_\_\_\_  
Wally Johnson, Chairman  
Board of County Commissioners  
for Sweetwater County, Wyoming

ATTEST:

\_\_\_\_\_  
Steven Dale Davis  
Sweetwater County Clerk

Dated this 14 day of August 2012.

The Boys and Girls Club of Sweetwater County

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

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

*CVO CHIEF Vol. COORD*

ATTEST:

\_\_\_\_\_

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

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, AND THE CASTLE ROCK HOSPITAL DISTRICT**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and the Castle Rock Hospital District, 1440 Uinta Dr., Green River, Wyoming 82935.

WITNESSETH:

WHEREAS, the Board of County Commissioners for Sweetwater County, Wyoming, hereinafter "THE COUNTY," has preliminarily budgeted funds to provide for certain services to the residents of Sweetwater County, Wyoming; and

WHEREAS, the Castle Rock Hospital District, hereinafter referred to as "Castle Rock", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

WHEREAS, THE COUNTY has determined that it is in the best interests of the citizens of Sweetwater County that it enter into an agreement with CASTLE ROCK to furnish services to the citizens of Sweetwater County, Wyoming;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2012 through June 30, 2013.
2. Services. Castle Rock agrees to provide the following services to residents of Sweetwater County:
  - a. Convalescent care to County residents not living within the boundaries of Castle Rock Hospital District.
  - b. Repairs to buildings owned and operated by Castle Rock Hospital District.
  - c. Community outreach and education programs to all County residents.

3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$150,000.00 for Castle Rock expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to Castle Rock's compliance with the terms and conditions of this Agreement.

4. Payments. The parties hereto mutually agree that Castle Rock shall submit vouchers, with supporting invoices and receipts attached, to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.

5. Responsibilities of Castle Rock: Castle Rock shall:

a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.

b. Insure that the staff hired by Castle Rock is qualified.

c. Insure that a good and sufficient fidelity bond covers all personnel handling money.

d. Insure that no eligible person is denied services contracted for by THE COUNTY because of that person's inability to pay for such services.

e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.

f. Maintain detailed minutes of all Castle Rock board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks

identifying individual clients which may be consolidated so that individual clients cannot be identified. The minutes shall be made available for public inspection during regular business hours. The minutes shall comply with all applicable laws, rules and regulations concerning confidentiality of client records. Castle Rock may use executive sessions for the discussion of personnel or client matters where permitted by applicable law.

g. Allow THE COUNTY to examine Castle Rock's financial records at any time.

h. Insure that a certified public accountant will conduct an annual independent financial and compliance audit and provide THE COUNTY with a copy of the audit.

i. Comply with all federal, state and local laws, rules and regulations applicable to CASTLE ROCK with respect to the services provided pursuant to this Agreement.

j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.

6. County Responsibilities: THE COUNTY shall:

a. Consult with and advise Castle Rock as necessary with respect to the completion of Castle Rock responsibilities under this Agreement.

b. Make regular payments to Castle Rock based on vouchers received from Castle Rock, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to Castle Rock's compliance with the terms and conditions of this Agreement.

7. Indemnification. Castle Rock shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages

of any nature whatsoever to any person or property, arising out of the acts or omissions of Castle Rock, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.

8. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.

9. Castle Rock Status. Castle Rock represents that it is managed by its own independent board of trustees.

10. Assignment. CASTLE ROCK may not assign this Agreement, or its rights, duties or obligations therein, without the prior written consent of THE COUNTY, which consent will not be withheld unreasonable.

11. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notification to the other party and subject to the settlement of all outstanding accounts within thirty (30) days of the date of termination.

12. General Provisions.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations. The parties acknowledge that there are no other agreements that have not been fully set forth herein.

b. This Agreement may be amended or modified only by the prior written consent of both parties.

c. If any provision or portion of this Agreement is held unconstitutional, invalid or

otherwise unenforceable, THE COUNTY shall have the right at its sole option to declare the Agreement void and enter into negotiations with CASTLE ROCK for a new Agreement.

d. Headings used in this Agreement are provided for the convenience of the parties and shall not be deemed or construed to affect the substance of the Agreement.

e. Failure by either party to enforce the terms of this Agreement shall not operate as a waiver of any future enforcement.

f. Notices required or permitted under this Agreement shall be delivered personally or deposited in the United States mail, postage prepaid, to the following addresses:

(1) In the case of THE COUNTY:

Board of County Commissioners for Sweetwater County, Wyoming  
80 West Flaming Gorge Way  
Green River, Wyoming 82935-4250

(2) In the case of CASTLE ROCK:

Castle Rock Hospital District  
1440 Uinta Dr  
Green River, Wyoming 82935

Any notice delivered by United States mail shall be deemed received three (3) days after the date of mailing.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, WYOMING

By: \_\_\_\_\_  
Wally Johnson, Chairman  
Board of County Commissioners  
for Sweetwater County, Wyoming

ATTEST:

\_\_\_\_\_  
Steven Dale Davis  
Sweetwater County Clerk

Dated this 10<sup>th</sup> day of July, 2012.

CASTLE ROCK HOSPITAL DISTRICT

By: Mindy Cozad  
Title: CEO

ATTEST:

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

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, AND GOLDEN HOUR SENIOR CITIZEN'S CENTER**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and Golden Hour Senior Citizen's Center, 550 Uinta Drive, Green River, Wyoming 82935-5005.

WITNESSETH:

WHEREAS, the Board of County Commissioners for Sweetwater County, Wyoming, hereinafter "THE COUNTY," has preliminarily budgeted funds to provide for certain services to the residents of Sweetwater County, Wyoming; and

WHEREAS, Golden Hour Senior Citizen's Center, hereinafter "GOLDEN HOUR", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

WHEREAS, THE COUNTY has determined that it is in the best interests of the citizens of Sweetwater County that it enter into an agreement with GOLDEN HOUR to furnish services to the citizens of Sweetwater County, Wyoming;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2012 through June 30, 2013.
2. Services. GOLDEN HOUR agrees to provide the following services to residents of Sweetwater County, Wyoming:
  - a. Home delivered meals and special diets for seniors.
  - b. Adult home care and care management
  - c. Certain health objectives, re: blood pressure cuffs, pulse oximeters, etc.
  - d. Activities for seniors.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up

to a maximum amount of \$276,008.00 for GOLDEN HOUR expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to GOLDEN HOUR'S compliance with the terms and conditions of this Agreement.

4. Payments. The parties hereto mutually agree that GOLDEN HOUR shall submit vouchers, with supporting invoices and receipts attached, to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.
5. Responsibilities of GOLDEN HOUR: GOLDEN HOUR shall:
  - a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.
  - b. Insure that the staff hired by GOLDEN HOUR is qualified.
  - c. Insure that a good and sufficient fidelity bond covers all personnel handling money.
  - d. Insure that no eligible person is denied services contracted for by THE COUNTY because of that person's inability to pay for such services.
  - e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.
  - f. Maintain detailed minutes of all GOLDEN HOUR board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks identifying individual clients which may be consolidated so that individual

clients cannot be identified. The minutes shall be made available for public inspection during regular business hours. The minutes shall comply with all applicable laws, rules and regulations concerning confidentiality of client records. GOLDEN HOUR may use executive sessions for the discussion of personnel or client matters where permitted by applicable law.

g. Allow THE COUNTY to examine GOLDEN HOUR'S financial records at any time.

h. Insure that a certified public accountant will conduct an annual independent financial and compliance audit and provide THE COUNTY with a copy of the audit.

i. Comply with all federal, state and local laws, rules and regulations applicable to GOLDEN HOUR with respect to the services provided pursuant to this Agreement.

j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.

6. County Responsibilities: THE COUNTY shall:

a. Consult with and advise GOLDEN HOUR as necessary with respect to the completion of GOLDEN HOUR responsibilities under this Agreement.

b. Make regular payments to GOLDEN HOUR based on vouchers received from GOLDEN HOUR, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to GOLDEN HOUR'S compliance with the terms and conditions of this Agreement.

7. Indemnification. GOLDEN HOUR shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages of any nature whatsoever to any person or property, arising out of the

acts or omissions of GOLDEN HOUR, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.

8. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.
9. GOLDEN HOUR Status. GOLDEN HOUR represents that it is managed by its own independent board of trustees.
10. Assignment. GOLDEN HOUR may not assign this Agreement, or its rights, duties or obligations therein, without the prior written consent of THE COUNTY, which consent will not be withheld unreasonable.
11. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notification to the other party and subject to the settlement of all outstanding accounts within thirty (30) days of the date of termination.
12. General Provisions.
  - a. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations. The parties acknowledge that there are no other agreements that have not been fully set forth herein.
  - b. This Agreement may be amended or modified only by the prior written consent of both parties.
  - c. If any provision or portion of this Agreement is held unconstitutional, invalid or otherwise unenforceable, THE COUNTY shall have the right at its sole option to

declare the Agreement void and enter into negotiations with GOLDEN HOUR for a new Agreement.

d. Headings used in this Agreement are provided for the convenience of the parties and shall not be deemed or construed to affect the substance of the Agreement.

e. Failure by either party to enforce the terms of this Agreement shall not operate as a waiver of any future enforcement.

f. Notices required or permitted under this Agreement shall be delivered personally or deposited in the United States mail, postage prepaid, to the following addresses:

(1) In the case of THE COUNTY:

Board of County Commissioners for Sweetwater County, Wyoming  
80 West Flaming Gorge Way  
Green River, Wyoming 82935-4250

(2) In the case of GOLDEN HOUR:

Golden Hour Senior Citizen's Center.  
550 Uinta Drive  
Green River, Wyoming 82935-5005

Any notice delivered by United States mail shall be deemed received three (3) days after the date of mailing.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, WYOMING

By: \_\_\_\_\_  
Wally Johnson, Chairman  
Board of County Commissioners  
for Sweetwater County, Wyoming

ATTEST:

Steven Dale Davis  
Sweetwater County Clerk

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

GOLDEN HOUR  
SENIOR CITIZEN'S CENTER.

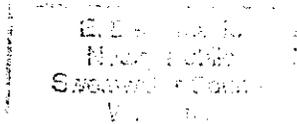
By: Mary Lynn Shanker

Title: Chairman Board

ATTEST:

E. Dean Maki

Title: Notary Public



My commission expires  
08/09/14

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, AND HOSPICE OF SWEETWATER COUNTY**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and Hospice of Sweetwater County, 809 Thompson Street, Suite D, Rock Springs, Wyoming 82901-7272.

WITNESSETH:

WHEREAS, the Board of County Commissioners for Sweetwater County, Wyoming, hereinafter "THE COUNTY," has preliminarily budgeted funds to provide for certain services to the residents of Sweetwater County, Wyoming; and

WHEREAS, Hospice of Sweetwater County, hereinafter "HOSPICE", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

WHEREAS, THE COUNTY has determined that it is in the best interests of the citizens of Sweetwater County that it enter into an agreement with HOSPICE to furnish services to the citizens of Sweetwater County, Wyoming;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2012 through June 30, 2013.
2. Services. HOSPICE agrees to provide the following services to residents of Sweetwater County:
  - a. Patient-Family Services: Provide physical, emotional, and social assistance to the terminally ill and their families.
  - b. Bereavement Services: Help the family survivors through the year following death.
  - c. Community Education Services: Assist other agencies in dealing with the terminally ill and offer information on the dying process, grief, and bereavement to the

community.

3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$98,000.00 for HOSPICE expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to HOSPICE'S compliance with the terms and conditions of this Agreement.
4. Payments. The parties hereto mutually agree that HOSPICE shall submit vouchers, with supporting invoices and receipts attached, to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.
5. Responsibilities of HOSPICE: HOSPICE shall:
  - a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.
  - b. Insure that the staff hired by HOSPICE is qualified.
  - c. Insure that a good and sufficient fidelity bond covers all personnel handling money.
  - d. Insure that no eligible person is denied services contracted for by THE COUNTY because of that person's inability to pay for such services.
  - e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.
  - f. Maintain detailed minutes of all HOSPICE board meetings. The minutes shall

include a list of all checks issued and their correct amounts, except for checks identifying individual clients which may be consolidated so that individual clients cannot be identified. The minutes shall be made available for public inspection during regular business hours. The minutes shall comply with all applicable laws, rules and regulations concerning confidentiality of client records. HOSPICE may use executive sessions for the discussion of personnel or client matters where permitted by applicable law.

g. Allow THE COUNTY to examine HOSPICE'S financial records at any time.

h. Insure that a certified public accountant will conduct an annual independent financial and compliance audit and provide THE COUNTY with a copy of the audit.

i. Comply with all federal, state and local laws, rules and regulations applicable to HOSPICE with respect to the services provided pursuant to this Agreement.

j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.

6. County Responsibilities: THE COUNTY shall:

a. Consult with and advise HOSPICE as necessary with respect to the completion of HOSPICE responsibilities under this Agreement.

b. Make regular payments to HOSPICE based on vouchers received from HOSPICE, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to HOSPICE'S compliance with the terms and conditions of this Agreement.

7. Indemnification. HOSPICE shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages

of any nature whatsoever to any person or property, arising out of the acts or omissions of HOSPICE, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.

8. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.
9. HOSPICE Status. HOSPICE represents that it is managed by its own independent board of trustees.
10. Assignment. HOSPICE may not assign this Agreement, or its rights, duties or obligations therein, without the prior written consent of THE COUNTY, which consent will not be withheld unreasonable.
11. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notification to the other party and subject to the settlement of all outstanding accounts within thirty (30) days of the date of termination.
12. General Provisions.
  - a. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations. The parties acknowledge that there are no other agreements that have not been fully set forth herein.
  - b. This Agreement may be amended or modified only by the prior written consent of both parties.
  - c. If any provision or portion of this Agreement is held unconstitutional, invalid or otherwise unenforceable, THE COUNTY shall have the right at its sole option to

declare the Agreement void and enter into negotiations with HOSPICE for a new Agreement.

d. Headings used in this Agreement are provided for the convenience of the parties and shall not be deemed or construed to affect the substance of the Agreement.

e. Failure by either party to enforce the terms of this Agreement shall not operate as a waiver of any future enforcement.

f. Notices required or permitted under this Agreement shall be delivered personally or deposited in the United States mail, postage prepaid, to the following addresses:

(1) In the case of THE COUNTY:

Board of County Commissioners for Sweetwater County, Wyoming  
80 West Flaming Gorge Way  
Green River, Wyoming 82935-4250

(2) In the case of HOSPICE:

Hospice of Sweetwater County  
809 Thompson Street, Suite D  
Rock Springs, Wyoming 82901-7272

Any notice delivered by United States mail shall be deemed received three (3) days after the date of mailing.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, WYOMING

By: \_\_\_\_\_  
Wally Johnson, Chairman  
Board of County Commissioners  
for Sweetwater County, Wyoming

ATTEST:

\_\_\_\_\_  
Steven Dale Davis  
Sweetwater County Clerk

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

SWEETWATER COUNTY  
HOSPICE.

By:

*Shirley A. Johnson*

Title:

*Executive Director*

ATTEST:

*Jenny Pompey*

Title: *Office Manager*

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, AND WESTERN WYOMING FAMILY PLANNING**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and Western Wyoming Family Planning, 809 Thompson Street, Suite A, Rock Springs, Wyoming 82901-7272.

WITNESSETH:

WHEREAS, the Board of County Commissioners for Sweetwater County, Wyoming, hereinafter "THE COUNTY," has preliminarily budgeted funds to provide for certain services to the residents of Sweetwater County, Wyoming; and

WHEREAS, Western Wyoming Family Planning, hereinafter "FAMILY PLANNING", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

WHEREAS, THE COUNTY has determined that it is in the best interests of the citizens of Sweetwater County that it enter into an agreement with FAMILY PLANNING to furnish services to the citizens of Sweetwater County, Wyoming;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2012 through June 30, 2013.
2. Services. FAMILY PLANNING agrees to provide the following services to residents of Sweetwater County, Wyoming:
  - a. Family planning outreach and referral services.
  - b. Comprehensive women's health care examinations and testing and treatment of sexually transmitted diseases.
  - c. Information about family planning to clients, resource agencies, and the community at large.
3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$20,000.00 for FAMILY PLANNING expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily

budgeted amount, the availability of County funds and to FAMILY PLANNING'S compliance with the terms and conditions of this Agreement.

4. Payments. The parties hereto mutually agree that FAMILY PLANNING shall submit vouchers, with supporting invoices and receipts attached, to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.

5. Responsibilities of FAMILY PLANNING: FAMILY PLANNING shall:

a. Use the budgeted, allocated and appropriated funds only to provide the services specified herein.

b. Insure that the staff hired by FAMILY PLANNING is qualified.

c. Insure that a good and sufficient fidelity bond covers all personnel handling money.

d. Insure that no eligible person is denied services contracted for by THE COUNTY because of that person's inability to pay for such services.

e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.

f. Maintain detailed minutes of all FAMILY PLANNING board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks identifying individual clients which may be consolidated so that individual clients cannot be identified. The minutes shall be made available for public inspection during regular business hours. The minutes shall comply with all applicable laws, rules and regulations concerning confidentiality of client records. FAMILY PLANNING may use executive sessions for the discussion of personnel or client matters where permitted by applicable law.

g. Allow THE COUNTY to examine FAMILY PLANNING'S financial records at any time.

h. Insure that a certified public accountant will conduct an annual independent financial and compliance audit and provide THE COUNTY with a copy of the audit.

i. Comply with all federal, state and local laws, rules and regulations applicable to FAMILY PLANNING with respect to the services provided pursuant to this

Agreement.

- j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.
6. County Responsibilities: THE COUNTY shall:
    - a. Consult with and advise FAMILY PLANNING as necessary with respect to the completion of FAMILY PLANNING responsibilities under this Agreement.
    - b. Make regular payments to FAMILY PLANNING based on vouchers received from FAMILY PLANNING, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to FAMILY PLANNING'S compliance with the terms and conditions of this Agreement.
  7. Indemnification. FAMILY PLANNING shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages of any nature whatsoever to any person or property, arising out of the acts or omissions of FAMILY PLANNING, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.
  8. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.
  9. FAMILY PLANNING Status. FAMILY PLANNING represents that it is managed by its own independent board of trustees.
  10. Assignment. FAMILY PLANNING may not assign this Agreement, or its rights, duties or obligations therein, without the prior written consent of THE COUNTY, which consent will not be withheld unreasonable.
  11. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notification to the other party and subject to the settlement of all outstanding accounts within thirty (30) days of the date of termination.
  12. General Provisions.
    - a. This Agreement constitutes the entire agreement between the parties and

supersedes all prior negotiations. The parties acknowledge that there are no other agreements that have not been fully set forth herein.

b. This Agreement may be amended or modified only by the prior written consent of both parties.

c. If any provision or portion of this Agreement is held unconstitutional, invalid or otherwise unenforceable, THE COUNTY shall have the right at its sole option to declare the Agreement void and enter into negotiations with FAMILY PLANNING for a new Agreement.

d. Headings used in this Agreement are provided for the convenience of the parties and shall not be deemed or construed to affect the substance of the Agreement.

e. Failure by either party to enforce the terms of this Agreement shall not operate as a waiver of any future enforcement.

f. Notices required or permitted under this Agreement shall be delivered personally or deposited in the United States mail, postage prepaid, to the following addresses:

(1) In the case of THE COUNTY:

Board of County Commissioners for Sweetwater County, Wyoming  
80 West Flaming Gorge Way  
Green River, Wyoming 82935-4250

(2) In the case of FAMILY PLANNING:

Western Wyoming Family Planning  
809 Thompson Street, Suite A  
Rock Springs, Wyoming 82901-7272

Any notice delivered by United States mail shall be deemed received three (3) days after the date of mailing.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

BOARD OF COUNTY COMMISSIONERS  
FOR SWEETWATER COUNTY, WYOMING

By: \_\_\_\_\_  
Wally Johnson, Chairman  
Board of County Commissioners  
for Sweetwater County, Wyoming

ATTEST:

\_\_\_\_\_  
Steven Dale Davis  
Sweetwater County Clerk

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

WESTERN WYOMING  
FAMILY PLANNING.

By: Kathy Kumer

Title: Board Chair

ATTEST:

Sherry Reddick

Title: Director

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, AND YOUNG AND HEART SENIOR CITIZEN'S CENTER**

THIS AGREEMENT made and entered into by and between the County of Sweetwater, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming, 82935-4250, and Young and Heart Senior Citizen's Center, 538 Pilot Butte Ave., Rock Springs, Wyoming 82901-5369.

WITNESSETH:

WHEREAS, the Board of County Commissioners for Sweetwater County, Wyoming, hereinafter "THE COUNTY," has preliminarily budgeted funds to provide for certain services to the residents of Sweetwater County, Wyoming; and

WHEREAS, Young at Heart Senior Citizen's Center, hereinafter "YOUNG AT HEART", is willing, able and capable of providing the services herein specified to the citizens of Sweetwater County, Wyoming; and

WHEREAS, THE COUNTY has determined that it is in the best interests of the citizens of Sweetwater County that it enter into an agreement with YOUNG AT HEART to furnish services to the citizens of Sweetwater County, Wyoming;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term. The term of this Agreement shall be from July 1, 2012 through June 30, 2013, and may, if not supplanted by a new Agreement, or terminated pursuant to the terms hereof, continue on a month-to-month basis for not more than three months thereafter.
2. Services. YOUNG AT HEART agrees to provide the following services to residents of Sweetwater County, Wyoming:
  - a. Home delivered meals and special diets for seniors.
  - b. Adult home care and care management

- c. Certain health objectives, re: blood pressure cuffs, pulse oximeters, etc.
- d. Activities for seniors.

3. Funding. THE COUNTY has budgeted, appropriated, or otherwise made available up to a maximum amount of \$301,550.00 for YOUNG AT HEART expenses in providing the services identified in this Agreement. THE COUNTY'S total liability shall not exceed said amount. The payment of all amounts hereunder is subject to final approval of the preliminarily budgeted amount, the availability of County funds and to YOUNG AT HEART'S compliance with the terms and conditions of this Agreement.

4. Furniture and Equipment. The parties mutually understand and agree that it may be necessary at times for YOUNG AT HEART to use allocated funds for the purchase of furniture and equipment to facilitate the provision of services hereunder. YOUNG AT HEART agrees that any furniture or equipment with a purchase price of Four Hundred Dollars (\$400.00) or more shall become the property of and be turned over to THE COUNTY in the event YOUNG AT HEART ceases to provide the services specified herein to residents of Sweetwater County or THE COUNTY ceases to provide funding to YOUNG AT HEART for said services. YOUNG AT HEART shall maintain said property in good condition and maintain sufficient property and casualty insurance on said property. The parties mutually agree that this provision shall survive the expiration of the term of this Agreement.

5. Payments. The parties hereto mutually agree that YOUNG AT HEART shall submit vouchers, with supporting invoices and receipts attached, to THE COUNTY on or before the 25th day of each month during the contract term for review, approval and payment by THE COUNTY.

6. Responsibilities of YOUNG AT HEART: YOUNG AT HEART shall:

- a. Use the budgeted, allocated and appropriated funds only to provide the services

specified herein.

- b. Insure that the staff hired by YOUNG AT HEART is qualified.
- c. Insure that a good and sufficient fidelity bond covers all personnel handling money.
- d. Insure that no eligible person is denied services contracted for by THE COUNTY because of that person's inability to pay for such services.
- e. Insure that no person shall be discriminated against in employment, or be excluded from participation in or be denied the benefits of any activity funded in whole or in part with the funds made available under this Agreement on the grounds of race, color, national origin, age, sex, handicap or disability.
- f. Maintain detailed minutes of all YOUNG AT HEART board meetings. The minutes shall include a list of all checks issued and their correct amounts, except for checks identifying individual clients which may be consolidated so that individual clients cannot be identified. The minutes shall be made available for public inspection during regular business hours. The minutes shall comply with all applicable laws, rules and regulations concerning confidentiality of client records. YOUNG AT HEART may use executive sessions for the discussion of personnel or client matters where permitted by applicable law.
- g. Allow THE COUNTY to examine YOUNG AT HEART'S financial records at any time.
- h. Insure that a certified public accountant will conduct an annual independent financial and compliance audit and provide THE COUNTY with a copy of the audit.
- i. Comply with all federal, state and local laws, rules and regulations applicable to

YOUNG AT HEART with respect to the services provided pursuant to this Agreement.

j. Provide regular reports to THE COUNTY concerning the services provided and the funds expended pursuant to this Agreement.

7. County Responsibilities: THE COUNTY shall:

a. Consult with and advise YOUNG AT HEART as necessary with respect to the completion of YOUNG AT HEART responsibilities under this Agreement.

b. Make regular payments to YOUNG AT HEART based on vouchers received from YOUNG AT HEART, up to the total maximum amounts allocated pursuant to this Agreement, subject to the budgeting, allocation and availability of funds and to YOUNG AT HEART'S compliance with the terms and conditions of this Agreement.

8. Indemnification. YOUNG AT HEART shall indemnify and hold harmless the THE COUNTY, its officials, officers, agents and employees from and against any and all liabilities, claims and demands and causes of action of any kind or character, including death, or damages of any nature whatsoever to any person or property, arising out of the acts or omissions of YOUNG AT HEART, its officers, agents, employees or other persons, in the performance or non-performance of this Agreement. This provision shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person by THE COUNTY.

9. County Immunity. THE COUNTY does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any claim or action based on this Agreement.

10. YOUNG AT HEART Status. YOUNG AT HEART represents that it is managed by its own independent board of trustees.

11. Assignment. YOUNG AT HEART may not assign this Agreement, or its rights, duties or obligations therein, without the prior written consent of THE COUNTY, which consent will not be withheld unreasonable.

12. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notification to the other party and subject to the settlement of all outstanding accounts within thirty (30) days of the date of termination.

13. General Provisions.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations. The parties acknowledge that there are no other agreements that have not been fully set forth herein.

b. This Agreement may be amended or modified only by the prior written consent of both parties.

c. If any provision or portion of this Agreement is held unconstitutional, invalid or otherwise unenforceable, THE COUNTY shall have the right at its sole option to declare the Agreement void and enter into negotiations with YOUNG AT HEART for a new Agreement.

d. Headings used in this Agreement are provided for the convenience of the parties and shall not be deemed or construed to affect the substance of the Agreement.

e. Failure by either party to enforce the terms of this Agreement shall not operate as a waiver of any future enforcement.

f. Notices required or permitted under this Agreement shall be delivered

personally or deposited in the United States mail, postage prepaid, to the following addresses:

(1) In the case of THE COUNTY:

Board of County Commissioners for Sweetwater County, Wyoming  
80 West Flaming Gorge Way  
Green River, Wyoming 82935-4250

(2) In the case of YOUNG AT HEART:

Young at Heart Senior Citizen's Center.  
538 Pilot Butte Avenue  
Rock Springs, Wyoming 82901-5369

Any notice delivered by United States mail shall be deemed received three (3) days after the date of mailing.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY, WYOMING

By: \_\_\_\_\_  
Wally Johnson, Chairman  
Board of County Commissioners  
for Sweetwater County, Wyoming

ATTEST:

\_\_\_\_\_  
Steven Dale Davis  
Sweetwater County Clerk

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

YOUNG AT HEART  
SENIOR CITIZEN'S CENTER.

By: Deanne Cox  
Title: Executive Director

ATTEST:

Mary Brown  
Title: Board Chairman

## SALARY CONTRIBUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between, the University of Wyoming, hereafter referred to as the University, and the Board of County Commissioners of Sweetwater County, hereafter referred to as the County.

WITNESSETH that whereas, under the Federal Smith-Lever Act, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the County desires an additional Extension professional, for the purpose of assisting and encouraging the development of 4-H and other youth programming.

Said work shall be done and directed under the supervision of the Director of the University of Wyoming Extension.

NOW THEREFORE, for and in consideration of the covenants and agreements of each to the other running, and for other good and valuable consideration as herein contained, the said parties agree as follows: In return for the above services, the County will contribute \$20,004.00 annually to the University of Wyoming Extension.

In order that the University may receive the total County contributions for each fiscal year before June 30<sup>th</sup> of such year, the County agrees to make payments to the University as follows:

**Four payments of \$5,001.00 due in October, 2012 and January, March, and June 2013.**

THE TERMS AND CONDITIONS OF THIS AGREEMENT shall be and remain in force and effect from July 1, 2012, until June 30, 2013, unless terminated by mutual consent of the two parties involved.

In the event this agreement is terminated, the University will return unused funds contributed by the County.

Neither party waives its sovereign immunity by entering into this agreement; and, each

fully retains all immunities and defenses provided by law with regard to any action based on this agreement.

Both parties shall fully adhere to all applicable local, state, and federal laws regarding equal employment opportunity.

The University's policy is one of equal opportunity for all persons in all facets of the University's operations. Equal opportunity is offered to all officers, faculty, and staff members, and applicants for employment on the basis of their demonstrated ability and competence and without regard to such matters as race, color, religion, sex, national origin, disability, age, political belief, veteran status, sexual orientation, and marital or familial status.

IN WITNESS THEREOF:

Board of County Commissioners – Sweetwater County

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, University of Wyoming Extension

\_\_\_\_\_  
Date

\_\_\_\_\_  
Procurement Services Manager  
University of Wyoming

\_\_\_\_\_  
Date

## SALARY CONTRIBUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between, the University of Wyoming, hereafter referred to as the University, and the Board of County Commissioners of Sweetwater County, hereafter referred to as the County.

WITNESSETH that whereas, under the Federal Smith-Lever Act, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the County desires an additional Extension professional, for the purpose of assisting and encouraging 4-H secretarial and clerical support.

Said work shall be done and directed under the supervision of the Director of the University of Wyoming Extension.

NOW THEREFORE, for and in consideration of the covenants and agreements of each to the other running, and for other good and valuable consideration as herein contained, the said parties agree as follows: In return for the above services, the County will contribute \$48,094.00 annually to the University of Wyoming Extension.

In order that the University may receive the total County contributions for each fiscal year before June 30<sup>th</sup> of such year, the County agrees to make payments to the University as follows:

**Four payments of \$12,023.50 due in October, 2012 and January, March, and June 2013.**

THE TERMS AND CONDITIONS OF THIS AGREEMENT shall be and remain in force and effect from July 1, 2012, until June 30, 2013, unless terminated by mutual consent of the two parties involved.

In the event this agreement is terminated, the University will return unused funds contributed by the County.

Neither party waives its sovereign immunity by entering into this agreement; and, each

fully retains all immunities and defenses provided by law with regard to any action based on this agreement.

Both parties shall fully adhere to all applicable local, state, and federal laws regarding equal employment opportunity.

The University's policy is one of equal opportunity for all persons in all facets of the University's operations. Equal opportunity is offered to all officers, faculty, and staff members, and applicants for employment on the basis of their demonstrated ability and competence and without regard to such matters as race, color, religion, sex, national origin, disability, age, political belief, veteran status, sexual orientation, and marital or familial status.

IN WITNESS THEREOF:

Board of County Commissioners – Sweetwater County

\_\_\_\_\_

Chairman

\_\_\_\_\_

Date

\_\_\_\_\_

Director, University of Wyoming Extension

\_\_\_\_\_

Date

\_\_\_\_\_

Procurement Services Manager

University of Wyoming

\_\_\_\_\_

Date



## DRAFT GRANT AGREEMENT

Federal Aviation  
Administration

---

### Part I - Offer

---

**Date of Offer:** August XX, 2012  
**Airport:** Rock Springs Sweetwater County  
Airport  
**Project Number:** 3-56-0025-29  
**Contract Number:** DOT-FA12NM-1047  
**DUNS #:** 183016310

**To:** City of Rock Springs, Sweetwater County, Rock Springs – Sweetwater County Airport Board  
(herein called the "Sponsor")

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

**Whereas**, the Sponsor has submitted to the FAA a Project Application dated April 11, 2012 for a grant of Federal funds for a project at or associated with the Rock Springs Sweetwater County Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

**Whereas**, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

**Wildlife Hazard Assessment**

all as more particularly described in the Project Application.

**NOW THEREFORE**, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 93.75 per centum thereof.

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

#### Conditions

1. The maximum obligation of the United States payable under this offer shall be \$100,000. For the purpose of any future grant amendments, which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:  
  
    \$0 for planning  
    \$100,000 for airport development.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September XX, 2012, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or

other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons, who may arise from, or be incident to, compliance with this grant agreement.

#### **Special Conditions**

9. The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects," dated January 25, 2012, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
10. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
11. The Sponsor agrees to perform the following:
  - a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:
    - (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
    - (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
    - (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
    - (4) Qualifications of engineering supervision and construction inspection personnel.

- (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
  - (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
  - c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
  - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
12. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- a. may not be increased for a planning project;
  - b. may be increased by not more than 15 percent for development projects;
  - c. may be increased by not more than 15 percent for land projects.
13. The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.
14. Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.
15. It is understood and agreed by and between the parties hereto that the STANDARD DOT TITLE VI ASSURANCES executed by the Sponsor is hereby incorporated herein and made a part hereof by reference.
16. The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Division of Aeronautics, as agent. The Sponsor

agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.

17. The Sponsor understands and agrees that in accordance with 49 USC 47111 no payments totaling more than 90% of the estimated Federal share for a project will be made until the Final Financial Close-out documentation has been received and reviewed by the FAA.
18. **TRAFFICKING IN PERSONS:**
  - a. Provisions applicable to a recipient that is a private entity.**
    1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
      - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      - ii. Procure a commercial sex act during the period of time that the award is in effect; or
      - iii. Use forced labor in the performance of the award or subawards under the award.
    2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
      - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
        - A. Associated with performance under this award; or
        - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 49 CFR Part 29.
  - b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--**
    1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
    2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
      - i. Associated with performance under this award; or
      - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 49 CFR Part 29.
  - c. Provisions applicable to any recipient.**
    1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
    2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
    3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
  - d. Definitions. For purposes of this award term:**
    1. “Employee” means either:
      - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
19. The Sponsor shall provide for a Single Audit in accordance with Office of Management and Budget Circular A-133. The Sponsor shall submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/fac/collect/ddeindex.html>. The Sponsor shall also provide one copy of the completed A-133 Audit to the Denver Airports District Office.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49, U.S.C., Subtitle VII, Part B, as amended constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

\_\_\_\_\_  
Manager, Denver Airports District Office

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**Part II - Acceptance**

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The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and do hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF ROCK SPRINGS, WYOMING**

(SEAL)

\_\_\_\_\_  
(Signature Sponsor's Designated Official Representative)

By: \_\_\_\_\_  
(Typed Name of Sponsor's Designated Representative)

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Typed Title of Sponsor's Designated Official Representative)

**Certificate of Sponsor's Attorney**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Signature of Sponsor's Attorney

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and do hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**COUNTY OF SWEETWATER, WYOMING**

(SEAL)

\_\_\_\_\_  
(Signature Sponsor's Designated Official Representative)

By: \_\_\_\_\_  
(Typed Name of Sponsor's Designated Representative)

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Typed Title of Sponsor's Designated Official Representative)

**Certificate of Sponsor's Attorney**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Signature of Sponsor's Attorney

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and do hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**ROCK SPRINGS – SWEETWATER COUNTY  
REGIONAL AIRPORT BOARD**

(SEAL)

\_\_\_\_\_  
(Signature Sponsor's Designated Official Representative)

By: \_\_\_\_\_  
(Typed Name of Sponsor's Designated Representative)

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Typed Title of Sponsor's Designated Official Representative)

**Certificate of Sponsor's Attorney**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Signature of Sponsor's Attorney

## Sally Shoemaker

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**From:** Shannon Lucero [slucero@rockspringsairport.com]  
**Sent:** Wednesday, August 29, 2012 11:36 AM  
**To:** Sally Shoemaker  
**Subject:** Meeting Request From  
**Attachments:** Meeting Request Form 9-4-12.pdf; WHA - DRAFT Grant Agreement RKS-29.pdf

Hello Sally,

Attached is a grant request form for the meeting on September 4th. Also attached is a draft of the grant for the board packets.

When is the latest we can have the original to Vickie?

### **Shannon Lucero**

*Administrative Secretary*

Rock Springs Sweetwater County Airport

Hwy 370 Bldg 382

PO Box 1987

Rock Springs, WY 82901

(307) 352-6880 ext. 101

[slucero@rockspringsairport.com](mailto:slucero@rockspringsairport.com)





**To:** Sweetwater County Commissioners  
**From:** Krisena Marchal  
**Subject:** BOCC Meeting 9/4/12

**Request the Approval of the "Certificate of Completion of Installation"  
 for the 2011 ARRA Energy Retrofit Grant**

**Executive Summary:**

Sweetwater County recently completed the installation of a new HVAC system at the County office building located in Rock Springs with stimulus grant funding ("ARRA").

As part of the close-out procedure, the U.S. Department of Energy requires Commissioner approval of the "Certificate of Completion of Installation" which is not typical of most grants. However, tracking of the energy consumption and potential savings must continue for one year by reporting the usage from the Questar and Rocky Mountain Power bills.

Due to a re-scoping of the project, \$80,800.32 in grant funding and \$31,731.68 in County match funding were not expended. The County has already been fully reimbursed for the grant expenditures.

The grant project budget is summarized below:

**2011 ARRA Energy Retrofit Grant – Final Costs**

	ARRA Grant	Sweetwater County	TOTAL GRANT PROJECT
<ul style="list-style-type: none"> <li>• <b><u>A/E and Construction Costs</u></b>            DDC controls, thermostats, furnaces, fan drives, condenser units, ductwork insulation, RTU, concrete pad, etc.</li> </ul>	669,199.68	260,244.32	929,444.01
	<b>\$669,199.68</b> <b>(72%)</b>	<b>\$260,244.32</b> <b>(28%)</b>	<b>\$929,444.01</b> <b>(100%)</b>

**Recommendation:**

Staff recommends approval of the "Certificate of Completion of Installation."

**Attachments:**

1. "Certificate of Completion of Installation"
2. Photos of project from Tobin & Associates (State contracted firm to verify the work)

<b><u>Action Requested:</u></b>	<b>Motion to approve, and have the Chairman sign, the "Certificate of Completion of Installation" for the 2011 ARRA Energy Retrofit Grant</b>
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**Wyoming Business Council  
State Energy Office**

**Certificate of Completion of Installation**

**Grantee:** Sweetwater County

**Project:** Sweetwater ENER AR 11-20-09 HVAC System Energy & Comfort Efficiency Improvement

**Date of Last Draw Request:** 06/282012

1.	Amount of Grant	\$750,000.00
2.	Amount of grant funds drawn down	\$669,199.68
3.	Balance to be de-obligated (line 1 minus line 2)	\$80,800.32

Are there any unsettled third-party claims at this time?    Yes     No   
*If yes, explain on additional sheet of paper and attach.*

**Certification of Grantee**

I hereby certify that all activities undertaken with these American Recovery and Reinvestment Act funds provided under the grant agreement identified above have, to the best of my knowledge, been carried out in accordance with all provisions of the grant agreement; that proper provision has been made for payment of any unsettled third party claims; that the State of Wyoming and the Wyoming Business Council, State Energy Office and the U.S. Department of Energy are under no obligation to make any further payments under this grant agreement; and that every statement and amount set forth in this certificate is, to the best of my knowledge, true and correct as of this date.

I further understand that the unused grant funds identified on line 3 above are no longer available for our use and will be de-obligated and returned to the State Energy Office of the Wyoming Business Council. I also understand that our responsibilities to the Wyoming Business Council to submit Monthly Reports and assist with project evaluation continue through June 30, 2012, the Grant Expiration Date.

\_\_\_\_\_  
Signature of Responsible Official 9/4/12  
Date

Wally J. Johnson, Chairman, Sweetwater County Commission  
Printed Name and Title of Responsible Official

**Certification of the Wyoming Business Council**

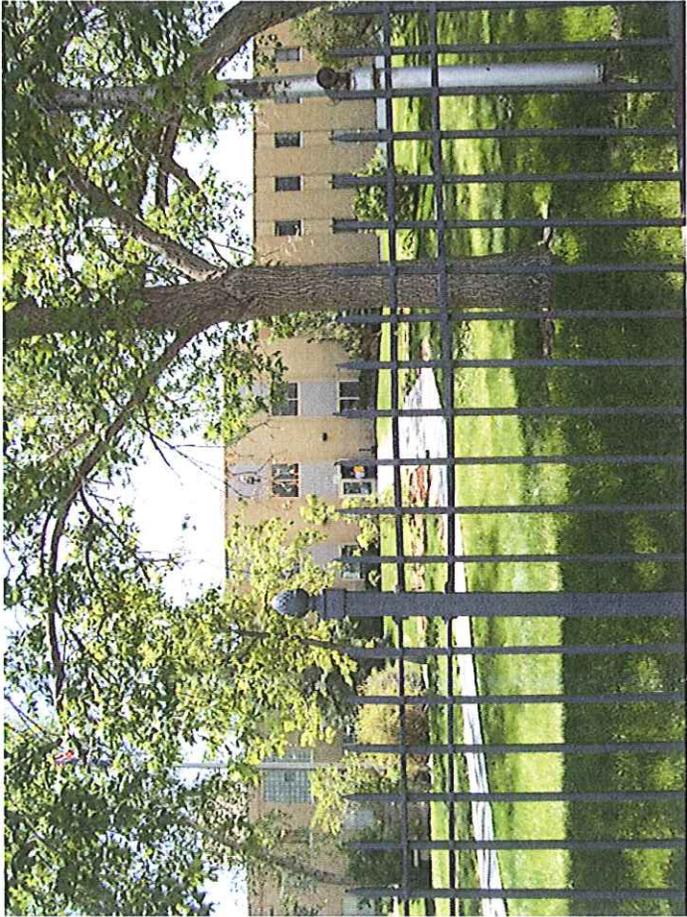
This Certificate of Completion is hereby approved. Unused grant funds in the amount identified on line 3 above are to be deobligated and returned to the State Energy Office of the Wyoming Business Council.

\_\_\_\_\_  
Ben E. Avery, Director, Business and Industry \_\_\_\_\_  
Date

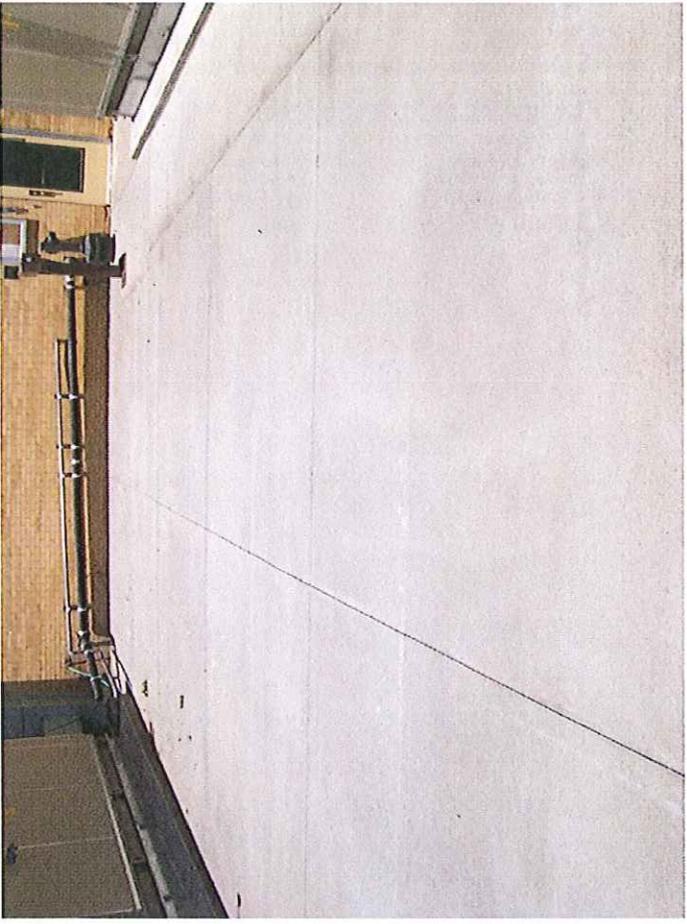
**For Use by the Wyoming Business Council Accounting Department**

I have de-obligated funds in the amount identified on line 3 above from the Grantee and returned them to the following State Energy Office account:

\_\_\_\_\_  
SEO Account # \_\_\_\_\_  
Date \_\_\_\_\_  
Initials

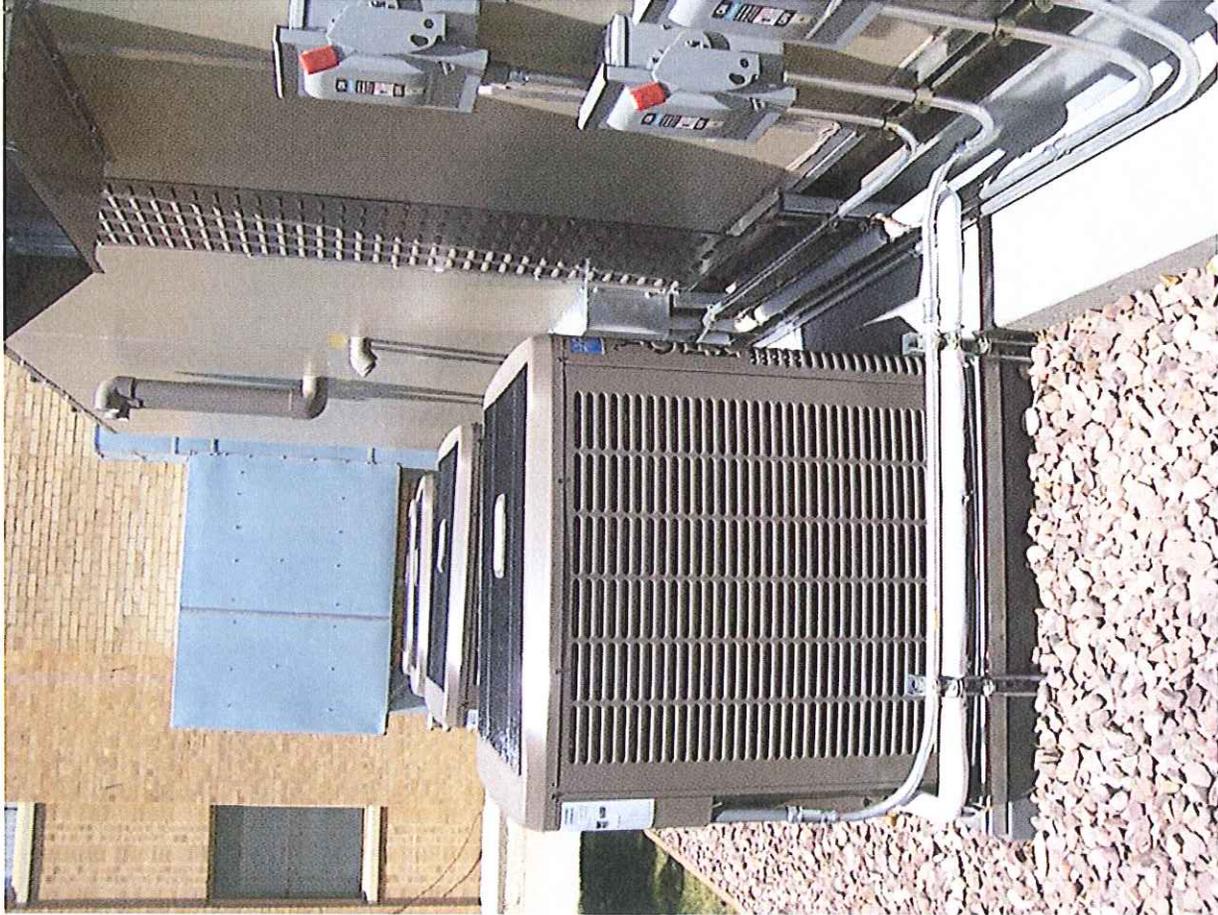


Rock Springs County offices



Rock Springs County offices new conc pad

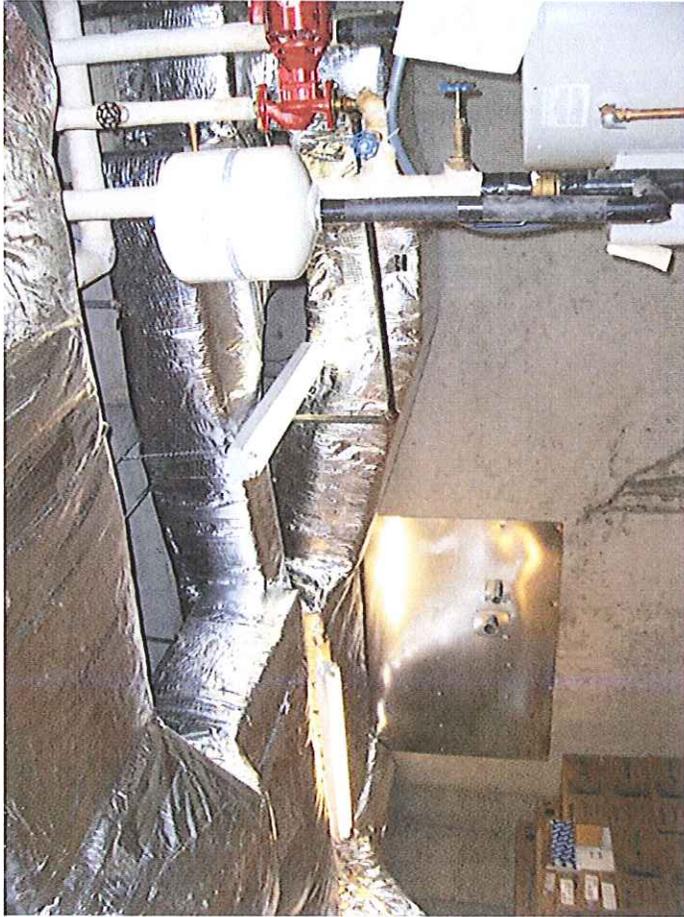




Rock Springs County offices chillers2



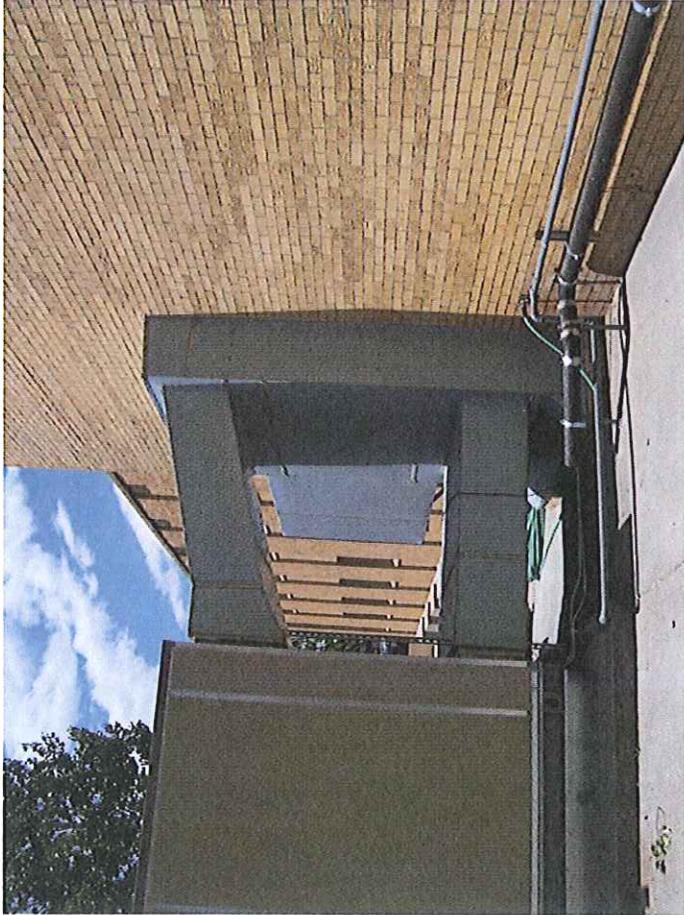
Rock Springs County offices chillers3



Rock Springs County offices interior insulated ductwork



Rock Springs County offices interior insulated ductwork2



Rock Springs County offices insulated ductwork



Rock Springs County offices insulated ductwork2



**To:** Sweetwater County Commissioners  
**From:** Krisena Marchal  
**Subject:** BOCC Meeting 9/4/12  
 Request the Approval of the 2010 OJJDP Grant Application Certification

**Executive Summary:**

The Sweetwater County Department of Juvenile Probation is seeking federal grant funding from Volunteers of America to prolong the Pre-Court Diversion and Electronic Monitoring Programs for an additional 12 months.

The purpose of the funding is to make progress towards the requirements of the Juvenile Justice and Delinquency Prevention Act (JJDP). Wyoming is the only state that does not participate in the Program which requires several core protections on the care and treatment of youth in the justice system as listed below:

1. Sight and sound separation between juvenile and adult offenders
2. Deinstitutionalization of Status Offenders
3. Removal of juveniles from adult jails and lock-ups
4. Disproportionate minority confinement

The Pre-Court Diversion and Electronic Monitoring Program will assist Sweetwater County in making progress towards the Act.

**2010 OJJDP Grant Application Budget (12 months)**

	2010 OJJDP Grant	Sweetwater County	TOTAL GRANT PROJECT
<ul style="list-style-type: none"> <li>• <b><u>Personnel Costs</u></b> 1 full-time Youth Case Manager Salary and benefits</li> </ul>	63,412	0	63,412
<ul style="list-style-type: none"> <li>• <b><u>Equipment</u></b> Rental of electronic monitoring units</li> </ul>	5,000	0	5,000
	<b>\$68,412 (100%)</b>	<b>\$0 (0%)</b>	<b>\$68,412 (100%)</b>

Sweetwater County provides in-kind assistance through office space, electricity, oversight, telephone, etc.

**Recommendation:**

Staff recommends approval of the Grant Application Certification and notes the participation of the Sheriff's Office in the project to submit juvenile jail data which is a require component of the project.

**Attachments:**

1. 2010 OJJDP Grant Application Certification
2. Extract from 2010 Compliance Report

**Action Requested:** Motion to approve, and have the Chairman sign, the 2010 OJJDP Grant Application Certification

## GRANT APPLICATION CERTIFICATIONS

### **A. Chair, Sweetwater County Board of County Commissioners: Wally J. Johnson**

I certify to the best of my knowledge that the information contained in this application and proposal are true and correct.

If funded under this grant process, I further certify that awarded funds will be used on projects that further compliance with the core requirements of the Juvenile Justice and Delinquency Prevention Act (JJDP) Act of 2002.

If the proposal is approved, all reimbursement requests will be approved and signed by a County Commissioner. Nothing in this certification shall deprive the District Court, Circuit Court, or Municipal Court judge from exercising his or her full authority as set forth by law.

September 4, 2012

\_\_\_\_\_  
*Wally J. Johnson*  
*Chairperson, Board of County Commissioners*

### **B. County Sheriff: Richard Haskell**

I certify that my agency understands the role of law enforcement in this proposal and will participate in the projects set forth in the proposal. My agency will provide the required data on juveniles held securely in county jail and, where possible, municipal lock-ups within the county, provided that my agency will not release information that is prohibited from disclosure by law.

\_\_\_\_\_  
*Richard Haskell*  
*Sweetwater County Sheriff*

\_\_\_\_\_  
*Date*

### **C. Project Coordinator/Contact Person: Mike Wilder**

I certify that my program will provide the required data on juveniles held securely in municipal lock-ups within the county if the data is not available through the County Sheriff. If this proposal is funded, I certify that quarterly financial and progress reports will be completed and submitted to VOA in a timely fashion.

\_\_\_\_\_  
*Mike Wilder*  
*Director of Sweetwater County Juvenile Probation*

\_\_\_\_\_  
*Date*

**ATTACHMENT A**

**Table 1  
Number of Violations Per County in Wyoming  
January 1 – December 31, 2010**

County	% of state's juvenile population <sup>1</sup>	% of state's juvenile arrests <sup>2</sup>	DSO Violations	Sight & Sound Violations	Jail Removal Violations	Total Violations	% of state's total violations
Albany	4.5	2.4	1	0	0	1	0.3
Big Horn	2.2	0.4	0	0	0	0	0.0
Campbell	9.6	11.1	17	0	0	17	4.8
Carbon	2.8	3.6	2	0	0	2	0.6
Converse	2.6	1.8	0 <sup>4</sup>	Non-reporting		0	N/A
Crook	1.2	0.5	0	0	0	0	0.0
Fremont	7.5	7.3	8	161 <sup>3</sup>	129 <sup>3</sup>	298	84.2
Goshen	2.0	1.5	0	0	0	0	0.0
Hot Springs	0.7	0.5	0	0	0	0	0.0
Johnson	1.4	0.8	0	0	0	0	0.0
Laramie	16.5	23.4	23	0	0	23	6.5
Lincoln	3.8	0.4	0	0	0	0	0.0
Natrona	13.3	20.2	1	0	0	1	0.3
Niobrara	0.3	0.6	2	0	1	3	0.8
Park	4.4	2.6	0 <sup>4</sup>	Non-reporting		0	N/A
Platte	1.3	1.5	0	0	0	0	0.0
Sheridan	4.8	3.9	0	0	0	0	0.0
Sublette	1.8	0.8	0	0	0	0	0.0
Sweetwater	8.8	9.4	9	0	0	9	2.5
Teton	3.0	1.2	0	0	0	0	0.0
Uinta	4.7	4.5	0	0	0	0	0.0
Washakie	1.6	0.7	0	0	0	0	0.0
Weston	1.2	0.7	0	0	0	0	0.0
<b>TOTALS:</b>			<b>63</b>	<b>161<sup>5</sup></b>	<b>130<sup>5</sup></b>	<b>354</b>	

<sup>1</sup>Puzzanchera, C., Sladky, A., and Kang, W. (2011). "Easy Access to Juvenile Populations: 1990-2010." Online. Available: <http://www.ojjdp.gov/ojstatbb/ezapop/>

<sup>2</sup>"CRIME IN WYOMING: Annual Report, 2010." State of Wyoming, Office of Attorney General, Division of Criminal Investigation; 5,975 juvenile arrests/citations in 2010, Available: [http://attorneygeneral.state.wy.us/dci/pdf/2010\\_Annual\\_Report.pdf](http://attorneygeneral.state.wy.us/dci/pdf/2010_Annual_Report.pdf)

<sup>3</sup>Fremont County does operate a collocated juvenile detention center. These numbers, however, result from those youth held for any length of time in the cells located in the detention center's booking area. This part of the facility is separate from the juvenile detention center. Per OJJDP definition, VOA classifies this booking area as an adult jail/lockup.

<sup>4</sup>DSO violations obtained from juvenile detention centers in other counties. Non-reporting counties sent these individuals to detention at JDCs.

<sup>5</sup>Totals represent actual numbers. The totals noted on page 6 of this Request for Proposals represent numbers adjusted due to the two non-reporting counties: Converse and Park.

**Juvenile Justice and Delinquency Prevention Act – Wyoming Violations by Facility  
January 1 – December 31, 2010**

**Table 2a  
SHERIFFS' DEPARTMENTS  
(Adult Jails)**

County	Total # of Juveniles Held	Status Offenders and Nonoffenders Held <sup>1</sup>	Sight and Sound Violations	Delinquents Held Over 6 Hours	Total Violations (see footnote #1)	Rural Exceptions (no violations)
Albany <sup>5,6</sup>	0	0	0	0	0	0
Big Horn	0	0	0	0	0 <sup>2</sup>	0
Campbell <sup>5,6</sup>	0	0	0	0	0	0
Carbon <sup>5</sup>	39	0	0	0	0	20
Converse	Non-reporting facility.				? <sup>3</sup>	
Crook <sup>5</sup>	0	0	0	0	0	0
Fremont	161	0	161 <sup>4</sup>	124 <sup>4</sup>	285	0
Goshen	13	0	0	0	0	0
Hot Springs	0	0	0	0	0 <sup>2</sup>	0
Johnson	3	0	0	0	0	0
Laramie	Do not hold juveniles – booked and held at SWJC.				0	0
Lincoln	0	0	0	0	0	0
Natrona	Do not hold juveniles – booked and held at RJDC.				0	
Niobrara	1	1	0	0	2 <sup>2</sup>	0
Park					? <sup>3</sup>	
Platte <sup>5</sup>	0	0	0	0	0	0
Sheridan	0	0	0	0	0 <sup>2</sup>	0
Sublette <sup>5</sup>	1	0	0	0	0	0
Sweetwater	Do not hold juveniles on adult side of collocated facility.				0	
Teton	2	0	0	0	0 <sup>2</sup>	0
Uinta	0	0	0	0	0	0
Washakie	0	0	0	0	0 <sup>2</sup>	0
Weston	0	0	0	0	0	0
<b>TOTALS</b>	220	1	161	124	287	20

<sup>1</sup> Status offenders and nonoffenders held securely for any period of time are violations of two core requirements:

1) Deinstitutionalization of Status Offenders (DSO), and 2) Jail Removal. Therefore, one violation under the "Status Offenders Held" column counts as two violations, which is why the "Total Violations" for each facility may differ from the actual number of violations.

<sup>2</sup>Do not hold juveniles.

<sup>3</sup>Data projected on OJJDP's Compliance Monitoring Program; thus, Wyoming's total numbers on federal report are higher than listed on this report.

<sup>4</sup>Fremont County does operate a collocated juvenile detention center. These numbers, however, result from those youth held for any length of time in the cells located in the detention center's booking area. This part of the facility is separate from the juvenile detention center. Per OJJDP definition, VOA classifies this booking area as an adult jail/lockup.

<sup>5</sup>Facility reduced the number of juveniles securely held in adult jail from 2009 to 2010.

<sup>6</sup>Facility reduced the number of violations from 2009 to 2010.

**Juvenile Justice and Delinquency Prevention Act – Wyoming Violations by Facility  
January 1, 2010 – December 31, 2010**

**Table 2b  
POLICE DEPARTMENTS  
(Adult Lockups)**

Facility	Total # of Juveniles Held	Status Offenders and Nonoffenders Held <sup>1</sup>	Sight and Sound Violations	Delinquents Held over 6 Hours	Total Violations (see footnote #1)
Buffalo <sup>2</sup>	0	0	0	0	0
Evansville	0	0	0	0	0
Hanna	0	0	0	0	0
Lovell	0	0	0	0	0
Pine Bluffs	0	0	0	0	0
Powell	Non-reporting facility.				
Riverton	92	5	0	0	10
Shoshoni	0	0	0	0	0
Thermopolis <sup>3</sup>	0	0	0	0	0
Wind River <sup>4</sup>	0	0	0	0	0
<b>TOTALS</b>	<b>92</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>10</b>

<sup>1</sup> Status offenders and nonoffenders held securely for any period of time are violations of two core requirements: 1) Deinstitutionalization of status offenders (DSO), and 2) Jail Removal. Therefore, one violation under the “Status Offenders Held” column counts as two violations, which is why the “Total Violations” for each facility may differ from the actual number of violations.

<sup>2</sup> Shared facility with Johnson County Sheriff’s Office.

<sup>3</sup> Shared facility with Hot Spring County Sheriff’s Department.

<sup>4</sup> Do not hold juveniles (BIA directive).

Police Departments with non-secure facilities:

Afton, Alpine, Baggs, Baroil, Basin, Burns, Byron, Casper, Cheyenne, Cody, Cokeville, Cowley, Deaver, Diamondville, Dixon (inactive), Douglas, Encampment, Evanston, Fort Laramie, Frannie, Gillette, Glenrock, Granger (inactive), Green River, Greybull, Guernsey, Hulett, Jackson, Kaycee, Kemmerer, Labarge, Lander, Laramie, Lingle, Lusk, Lyman, Midwest, Mills, Moorcroft, Mountain View, Newcastle, Ranchester, Rawlins, Rock Springs, Saratoga, Sheridan, Sinclair, Sundance, Superior, Thayne, Torrington, Upton, Wamsutter (closed), Wheatland, Worland.

**Table 2c  
TOTAL ADULT JAILS AND ADULT LOCKUPS**

**NOTE: Numbers shown are for 12 months. (% change from 2009 figures)**

Facility	Total # of Juveniles Held	Status Offenders and Nonoffenders Held	Sight and Sound Violations	Delinquents Held over 6 Hours	Total Violations
Total Adult Jails	220 (-23%)	1 (-95%)	161 (-25%)	124 (-19%)	287 (-30%)
Total Adult Lockups	92 (+21%)	5 (+0%)	0	0	10 (+150%)
<b>TOTALS</b>	<b>312 (-14%)</b>	<b>6 (-77%)</b>	<b>161 (-25%)</b>	<b>124 (-19%)</b>	<b>297 (-30%)</b>

**Table 2d  
JUVENILE DETENTION CENTERS/CORRECTIONAL FACILITIES**

**Note: Numbers shown are for 12 months.**

Facility	Total # of Juveniles Held	Status Offenders (SO)			Sight and Sound Violations	Out of State Runaways w/o Interstate Compact	Nonoffender held for any period of time.
		Accused SO Held > 24 Hours	Adjudicated SO w/o Valid Court Order (VCO)	Valid Court Order (not a violation) <sup>1</sup>			
County Owned/Operated <u>Campbell County Juvenile Detention Center</u>	182	13	3	0	0	0	1
County Owned/Operated <u>Fremont County Juvenile Detention Center</u>	289	2	0	0	0	0	1
County Facility/Private Management by Cornerstone Programs Inc. <u>Regional Detention Center (RJDC)</u>	571	1	1	0	0	0	0
Privately Owned/Operated by Cornerstone Programs Inc. <u>Southeastern Wyoming Juvenile Center</u>	181	24	2	0	0	0	0
County Owned/Operated <u>Sweetwater County Juvenile Detention Center</u>	206	0	8	0	0	1	0
State Owned/Operated <u>Wyoming Boys School<sup>2</sup> – Worland</u>	123 (2009 total: 195)	0	0	0	0	0	0
State Owned/Operated <u>Wyoming Girls School<sup>2,3</sup> – Sheridan</u>	49 (2009 total; 85) – not included in total below	N/A – non-secure facility					
<b>TOTALS</b>	<b>1,552</b> <b>(-10%)</b>	<b>40</b> <b>(-38%)</b>	<b>14</b> <b>(-87%)</b>	<b>0</b>	<b>0</b>	<b>1</b> <b>(-67%)</b>	<b>2</b> <b>(-33%)</b>

<sup>1</sup> Wyoming does have a VCO process in statute, effective 7/1/08. In 2010, however, compliance monitoring did not show one appropriate use of the VCO.

<sup>2</sup> Only accepts adjudicated delinquents by state statute.

<sup>3</sup> By statute, WGS is not a correctional institute – provides education, rehabilitation, vocational, and treatment programs.





## Sally Shoemaker

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**From:** Cindy Sheehan - Planning and Zoning  
**Sent:** Monday, August 27, 2012 2:41 PM  
**To:** Sally Shoemaker  
**Subject:** Request for September 4 BCC Agenda  
**Attachments:** BCC Meeting Request September 4, 2012 Acceptance Area 33.pdf; Area Thirty3 Final Acceptance Resolution.doc

Miss Sally,

Please place the attached request for the Area 33 Subdivision roads on the September 4<sup>th</sup> agenda.

Thanks,  
Cindy

*Cindy Sheehan  
Sweetwater County Engineering  
and Land Use Departments  
80 West Flaming Gorge Way, Suite 23  
Green River, WY 82935  
307-922-5430 or 872-3914 / Fax: 872-3991*

**RESOLUTION 12-09-EN-01  
AREA THIRTY3 ESTATES SUBDIVISION  
FINAL ACCEPTANCE OF SUBDIVISION ROAD IMPROVEMENTS**

**WHEREAS**, Area Thirty3 Estates Subdivision is a legally established residential subdivision of Sweetwater County, the official plat having been duly recorded in the Office of the County Clerk and Recorder on page 482 in the Book of Plats; and

**WHEREAS**, all streets, alleys, easements and other public lands shown upon said plat were dedicated to public use, subject to full acceptance by the Board of County Commissioners; and

**WHEREAS**, County policy requires that, prior to such acceptance, the developer of any subdivision provide a warranty of workmanship to ensure the satisfactory construction of all streets, drainage improvements and appurtenant items which will come under County jurisdiction; and

**WHEREAS**, according to said policy the terms of said warranty shall extend for a period of one year commencing upon the County Engineer's inspection and approval of the initial construction; and

**WHEREAS**, said terms have been satisfied and the warranty period for the improvements in said Area Thirty3 Estates Subdivision has expired; and

**WHEREAS**, as-built plans for the construction of said streets have been reviewed, a final inspection of the improvements was performed, and accordingly, the County Engineer has approved the construction of all improvements and has recommended acceptance by the County;

**WHEREAS**, a maintenance agreement has been recorded establishing sidewalk, streetlights, and other appurtenant items as the responsibility of the developer;

**NOW THEREFORE, BE IT RESOLVED** that the Board of Sweetwater County Commissioners does hereby accept the dedication of all platted streets, alleys, easements and other land dedicated for public use by **Area Thirty3 Estates Subdivision**.

**BE IT FURTHER RESOLVED** that Sweetwater County hereby assumes jurisdiction for maintenance of Thiel Drive and Moses Drive.

Dated this 4<sup>th</sup> day of September, 2012.

Sweetwater County  
Board of County Commissioners

\_\_\_\_\_  
Wally J. Johnson, Chairman

\_\_\_\_\_  
Gary Bailiff, Member

\_\_\_\_\_  
John K. Kolb, Member

Attest:

\_\_\_\_\_  
Don Van Matre, Member

\_\_\_\_\_  
Steven Dale Davis, County Clerk

\_\_\_\_\_  
Reid O. West, Member



## SCOPE OF WORK

Uinta Engineering and Surveying, Inc. has completed the first two proposed tasks for the Yellowstone Lighting Project as originally proposed to the Board of County Commissioners. The concept plan recommended a particular type of lighting and so moving forward will be easier with the concept plan in place. We propose the following to complete the job based on the recommendations of the concept plan and the wishes of Sweetwater County as explained to us by John Radosevich:

1. **Preliminary Design:** Under this task we will prepare a preliminary design and an associated cost estimate for the project. The design shall include lighting layout, pole placement, material specifications, foundation design, requirement for easements (if needed), preliminary details, preliminary cost estimate, and lighting layout plans. This preliminary design will be completed using the budget provided to assure the completed project can be completed in budget. The Preliminary Design and Cost Estimate will be provided to the County for review and concurrence. The County will review the design and costs, and will approve or provide recommendations for revisions. This work will be done in coordination with County Staff to assure the project is meeting the County needs and is acceptable and timely.

**Estimated Cost: \$19,900.00**

2. **Final Design:** This task will include all requirements for completing the design, coordinating any necessary permits, coordination with any other governing agencies, cost estimates, specifications, and finalizing bidding documents. The Final Design will also consist of making revisions or changes to comply with County requirements, preparing final construction specifications adequate for bidding the project, calculating final quantities, providing final cost estimate, binding the final plans and specifications, and submitting 4 packages to the County.

**Estimated Cost: \$13,200.00**

3. **Bidding:** Bidding shall consist of placing an advertisement in the designated County newspaper, and at the local bid centers. It will include assembling bid packages and distributing those to the bidders, addressing bidders questions, scheduling a pre-bid and site visit meeting, conducting that meeting, issuing addendum if needed, scheduling and attending the bid opening, preparing a bid tabulation, and recommending a successful bidder. Bidding shall be done in accordance with State Statutes and County policies.

**Estimated Cost: \$4,000.00**

4. **Construction:** The bid documents will detail the allowable days for construction and the Engineer will provide the following services for the construction task.
  - Process Contracts by acquiring the necessary signatures and bonding
  - Attend pre-construction meeting
  - Coordinate startup with contractor and County
  - Review and approve contractor submittals
  - Provide periodic inspection during construction with full time during concrete placement or other critical time.

- Process pay requests
- Address contractor concerns and answer questions during construction
- Prepare and process change orders if needed
- Finalize project including processing lien releases, final walk through, punch list, advertisement for completion, and release of retainage.
- Prepare a set of as-constructed plans
- Provide support to County during warrantee period relative to any warrantee issues, and attend a one-year warrantee walk through.

**Estimated Cost: \$31,500.00**

**5. Construction Surveying and Testing:**

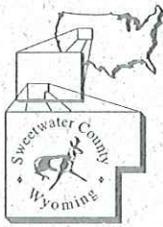
- Provide construction staking to include staking pole location, conduit routing, right of way delineation, offsite easements, and any other features needed for the construction of this project.
- Provide testing to ensure quality assurance of materials

**Estimated Cost: \$10,700.00**

We are proposing part time inspection for the installation of the lighting project, with the expectation of having a daily presence on the project during construction. All design and construction management will be done under the direction and approval of a licensed engineer.

We therefore propose to complete this project for the lump sum of **\$79,300.00**. We appreciate the opportunity to work on this project to date and hope that we can provide the additional services required to complete this project. We have extensive experience in similar projects and hope to be able to provide this service to the County.





# SWEETWATER

## C.O.U.N.T.Y

### FACILITIES DEPARTMENT

CAPITAL CONSTRUCTION PROJECTS, MAINTENANCE & CUSTODIAL DIVISION  
50140 A US HWY 191 SOUTH • ROCK SPRINGS, WY 82901  
TELEPHONE (307) 872-3905 ~ FAX (307) 872-6469, EMAIL [radosevichc@sweet.wy.us](mailto:radosevichc@sweet.wy.us)

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## Interoffice Correspondence

**To:** Sweetwater County Board of County Commissioners  
**From:** Chuck Radosevich, Facilities Manager *CR*  
**Date:** August 28, 2012  
**RE:** Facilities Department Staff Replacement

On August 10, I received notice from Kristen Smith, a full time custodian, that she would be resigning her custodian position for personal reasons.

At this time, I am requesting approval to fill the this full time position with one of the currently employed part time custodians and advertise to fill the vacant part time position.

**Action Requested:**

**Approve the hiring of a Part Time Custodian position.**



# SWEETWATER C·O·U·N·T·Y

## EXECUTIVE SUMMARY OF RECOMMENDATIONS FOR 333 BROADWAY OCCUPANCY

On February 8, 2012, Sweetwater County purchased the 333 Broadway building in Rock Springs, Wyoming, formerly the Rock Springs National Bank Building. In order to properly seek funding and to provide eventual direction to the selected architect or engineering firm, the County must decide on which agencies/programs will reside in the new building.

With this document staff is recommending the agencies/programs which seem to be the best fit for the 333 Broadway building, are consistent with the project goals and have the greatest potential to improve public service and access and reduce operating costs for the County. Staff is respectfully requesting that the board approve those agencies for occupancy in the 333 Broadway building so that Krisena Marchal may move forward with Grant solicitations and Chuck Radosevich can work with the Architect to be selected to finalize a space plan for the building and begin the process of getting the facility remodeled.

There were fourteen (14) agencies/programs considered for occupancy in the facility, as follows;

- |  |                        |
|--|------------------------|
| 1. Community Nursing                             | 2. Family Planning     |
| 3. Veteran Services                              | 4. Juvenile Probation  |
| 5. United Blood Services                         | 6. Lending Closet      |
| 7. Hospice                                       | 8. Respite/VIRS        |
| 9. Sweetwater Family Resource Center             | 10. Recreation Board   |
| 11. WIC  | 12. STAR               |
| 13. WYDOT DUI Supervised Probation (DSP) Program | 14. County IT Services |

A detailed list of the project goals and evaluation of each of the fourteen agencies/programs is provided in the attached report. Based upon the identified criteria, the following six (6) agencies are being recommended as the top priorities for occupancy in the 333 Broadway building. Those agencies/programs are, in order of priority;

1. Board of Health – RS Office
2. Hospice
3. Family Planning
4. Respite/VIRS
5. Veteran Services
6. Sweetwater County IT Services

A great deal of time and consideration has been given to this project and please feel free to contact us with any question that you may regarding the decision process and above recommendations. Staff believes that these agencies are the most compatible uses, have the best opportunity to improve services and save costs. Thank you for consideration of this important project.

# SWEETWATER C·O·U·N·T·Y

## MEMORANDUM

TO: Sweetwater County  
Board of County Commissioners  
FROM: Chuck Radosevich, Garry McLean  
DATE: AUGUST 28, 2012

**RE: 333 Broadway Building Occupancy**

Dear Commissioners:

With the fiscal year budgets adopted it is time to get moving on the 333 Broadway (Formerly the Rock Spring National Bank) remodel project. To get us back on track with this project, let me first provide a brief history of the project and then outline the goals that we are trying to achieve with the 333 Broadway facilities, and finally, I will propose a tentative project plan and timeline.

### **Project History**

Many years ago, the County had created temporary office space for several health and human services programs in various temporary and dated buildings around the 731 “C” Street building in Rock Springs. Over time, these temporary buildings have become permanent office locations serving thousands of residents. However, portable office buildings and hundred- year old houses are completely inadequate to meet the public need, especially in light of the new laws governing public access, including the American’s With Disabilities Act. In addition, the cost to maintain these separate buildings has become increasing prohibitive.

**2008:** In 2008, the County had established the County Veteran Services Office and was looking for office space for this important operation. The goal was to try and co-locate the County services with the federal veteran clinic, such that the regional veteran population would have a “one-stop-shop” for veteran services. The County did not have such space at the time.

During this same period, the Southwest Wyoming Rehabilitation Center (SWRC) was in financial distress and was continuously seeking funding from the County to meet payroll, pay bills and other operating costs totaling over a million dollars for a two year period. The main financial problem for SWRC was the loan payment for their foothill building. Realizing this, the County submitted a proposal to purchase the facility, thereby relieving SWRC of their debt, while allowing the County to centralize health and human services (hhs), including veteran services. Despite congressional support for the plan, the SWRC board refused to sell the property at a reasonable price and the project ended.

# SWEETWATER C·O·U·N·T·Y

**2009:** In 2009 the 333 Broadway building came on the market and the County once again explored this site as a potential permanent home for the County's hhs functions.

In November of 2009, the Board retained Plan One Architect to evaluate the feasibility of consolidating the County's hhs into Yellowstone School or the RSB building. Previously provided to you by Facilities Manager, Chuck Radosevich, was a copy of that report. For various reasons, this project did not move forward. The Yellowstone school, due to construction limitations and costs was ruled out, however a potential conceptual layout of the 333 Broadway building was considered. Plan One was selected to evaluate the building because Plan One had previously performed similar services for the City of Rock Springs, when the City was considering the 333 Broadway building for a possible police station site and Plan One already had much of the site and building analysis and drawings completed and it did not make sense to start over with another firm and pay for the same costs twice.

**2012:** Since 2009, the price of the 333 Broadway building has been significantly reduced, thus making the facility once again attractive for a consolidated hhs site. The board purchased the R33 Broadway building on February 8, 2012.

## PROJECT GOALS

As with any project, the objective was to solve problems, meet public service needs and reduce operating costs. The specific goals of this project were to aggregate like Health and Human Services together under one roof to improve public service, reduce operational and maintenance costs and to achieve compliance with state and federal laws governing access to public facilities for disabled individuals. As most of you are aware, the County's hhs programs have been fragmented and scattered at various locations, largely in and around the 731 "C" street building. Some of these services are medical services delivered out of fifty year old portable office buildings, a nearly one-hundred year old wood structure used as a nursing home and other temporary office buildings. Moreover, many of the clients served by these programs also receive services from other programs and have to bounce back and forth between physically separate facilities.

As such, the identified goals of this project are;

- 1. Improve Public Service through Consolidating Health and Human Service Programs in One Location:** As you might imagine, many of the citizens who receive services from one hhs program, also receive services from another program. It may be a veteran checking on his disability claim and also needing a flu shot. Or, Respite Care coordinating services with community nursing or family planning working with community nursing. It is unquestioned that placing these similar services under one roof

# SWEETWATER C·O·U·N·T·Y

increases not only the quality of services provided, but improves the convenience and access to the service and allows for synergy to be created between the various service providers.

- 2. Reduce Cost:** A central criticism of hhs agencies is that too much money goes to administrative costs and not enough to direct services. Currently, each of the small hhs providers pays for their own payroll, accounting, audits, etc, which may be provided once. Similarly, each entity has copiers, fax machines, networks, telephone systems, fiber optic or other internet access solutions, as well as other equipment that could be replaced with one high quality unit to increase efficiency and improve functionality.

More significantly, from the County's perspective, is the fact the County bears the cost of maintaining numerous outlying facilities, which translates to multiple and diverse hot water systems, HVAC systems, electrical systems, computer network systems, backup power systems, security systems, etc. Custodial staff must travel from place to place to clean, wasting time in transit that could be used cleaning. Not to mention, the County contributes to STAR busing which often provides transportation for the same clients to these multiple sites, increasing public cost and inconvenience for the consumer.

- 3. Compliance for Public Access:** The population of Sweetwater County seeking assistance from the various hhs agencies is frequently experiencing some form of physical challenge, making access to the facility paramount. The Americans with Disabilities Act (ADA) requires certain public access features, nearly all of which are lacking at the current 731 "C" street locations, due to their old design and construction.
- 4. Vacate Temporary Structures at 731 "C" Street:** The temporary structures at this site were never intended to be permanent solution to the hhs needs. These facilities are costly to maintain and produce very little return for the costly investment. None of these locations meets ADA or other public access standards and have inadequate parking, walkways, lighting and surfacing. As such, when the 333 Broadway project is completed, these buildings at the 731 "C" street should be vacated and disposed of .

## **HEALTH AND HUMAN SERVICE PROGRAMS CONSIDERED FOR THE RSB SITE**

As the Commission is aware, many hhs agencies are interested in public owned office space and many of those agencies have contacted the board and/or staff, expressing such interest. Before work can begin on the 333 Broadway street site (former RSNB site), the County must first clearly determine which agencies or services are best suited for the 333 Broadway Street

# SWEETWATER

C·O·U·N·T·Y

location, as that decision makes determines the scope and direction of the building remodel, especially for critical systems such as HVAC, plumbing, sanitation, electrical/lighting and other environmental controls. For these reasons, each interested agency was considered and evaluated using the following decision making criteria;

1. ***731 "C" Street Services are First Priority:*** *Because of the serious problems posed by the current facilities, those hhs currently occupying mobile trailers and the various out-building at 731 "C" had to be addressed.*
2. ***Aggregate and centralize like services (e.g., medical/health services).***
3. ***Prioritize those agencies with the greatest public access need.***
4. ***Prioritize those facilities or services in which the most money could be saved or more efficiently spent if they were at the 333 Broadway building.***
5. ***Prioritize agencies based upon efficient use of space and compatibility with other like programs.***
6. ***Meet ADA and other life safety codes (e.g. fire sprinkler, alarm, exiting).***
7. ***Parking***
8. ***Security***

**A. Which programs/agencies were considered for the 333 Broadway building:** The following programs were considered for the 333 Broadway location based upon need or solicitations from the specific entity.

1. Community Nursing (*Currently: 731 "C" Street and Roosevelt School in Green River*)
2. Family Planning (*Currently located at trailer on the hill behind 731 "C" Street*)
3. Veteran Services (*Currently located in the mobile office at 731 "C" street, shared with Juvenile Probation*)
4. Juvenile Probation (*Currently located in the mobile office at 731 "C" street, shared with VSO*)
5. United Blood Services (*Currently using the white building behind 731 "C" street*)
6. Lending Closet
7. Hospice
8. Respite/VIRS
9. Sweetwater Family Resource Center (*Kathy Garrison*) (*Currently renting space from RS at the old RS Senior Center on Pilot Butte and in the Mansface church in GR*)
10. Sweetwater County Recreation Board (*Basement of 731 "C" Street*)
11. WIC

12. STAR
13. WYDOT DUI Supervised Probation (DSP) Program
14. County IT Services (Relocate from 731 “C” street basement)

## RECOMMENDATIONS

The first acknowledgement in this project is the reality that the RSB building does not have adequate space for all of the entities which were interested. Therefore, the first task is to apply the decision criteria mentioned above to the agencies/program which expressed interest and determine which agencies should receive highest priority for consideration, given the limited space. The initial needs analysis that was completed in 2009 was used as an guide for each agencies space requirements.

**Priority 1: Board of Health BOH:** Board of Health was selected as the top priority for several reasons;

1. Community Nursing is a hub for the delivery of many health based services and, as such, works regularly with other hhs providers, such as hospice, respite, WIC, VIRS , and Family Planning.
2. BOH’s current location in the 731 “C” street building requires patrons to pass through court security and travel to the top floor of the building for services. While this level of security is appropriate for law enforcement and the courts, it is not compatible with a hhs program.
3. Moving the BOH would result in the ability to place other like services, such as Juvenile Probation, in the 731 “C” Street building, where there is compatible building security.
4. Parking at the 731 “C” Street building is a considerable distance from the building, making it challenging for handicapped or elderly patrons to be served. The 333 Broadway building has parking much closer to the building.
5. Potentially exam room space, nurses, medical storage and other such space could be shared and coordinated with other hhs providers, resulting in efficiencies in services and cost.
6. Requires adequate biohazard waste storage, which the 731 “C” Street location lacks.
7. Proper air handling to control spread of contagious diseases.

**Priority 2: Hospice:**

1. Maintenance costs on the buildings are high.
2. Inadequate parking.
3. Current building does not comply with ADA building standards.
4. Current building does not meet current building and life safety codes.
5. Well integrated with Community Nursing and, as such, is a compatible use.
6. Current space is inadequate for needs.
7. The agency provides a critical community service.

# SWEETWATER

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8. Common space (i.e., restrooms, counseling rooms, conference rooms, training rooms, etc.) could be shared and thus better utilized.

### **Priority 3: Family Planning:**

1. Maintenance costs on the buildings are high.
2. Inadequate parking.
3. Current building does not comply with ADA building standards.
4. Current building does not meet current building and life safety codes.
5. Well integrated with Community Nursing and, as such, is a compatible use.
6. Current space is inadequate for needs.
7. The agency provides a critical community service.
8. Exam rooms at 333 Broadway would be designed and constructed to meet contemporary health care standards.
9. Common space (i.e., restrooms, counseling rooms, conference rooms, training rooms, etc.) could be shared and thus better utilized.

### **Priority 4: Respite/VIRS:**

1. Maintenance costs on the buildings are high.
2. Inadequate parking.
3. Current building does not comply with ADA building standards.
4. Current building does not meet current building and life safety codes.
5. Well integrated with Community Nursing and, as such, is a compatible use.
6. Current space is inadequate for office and client consultation space.
7. The agency provides a critical community service.
8. Common space (i.e., restrooms, counseling rooms, conference rooms, training rooms, etc.) could be shared and thus better utilized.

### **Priority 5: Veteran Services:**

1. Maintenance costs on the buildings are high.
2. Inadequate building and parking access.
3. Current building does not comply with ADA building standards.
4. Current building does not meet current building and life safety codes.
5. Compatible with community nursing and other potential uses.
6. Current space is inadequate for needs.
7. The agency provides a critical community service.

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8. Common space (i.e., restrooms, counseling rooms, conference rooms, training rooms, etc.) could be shared and thus better utilized.
9. Current space does not meet privacy needs demanded of clients.

## Priority 6: Sweetwater County IT Services (RS Site)

1. Inadequate cooling at 731 “C” street site and remediation is expensive and impractical.
2. Inadequate space to meet growing IT needs.
3. 333 Broadway is currently configured for this purpose, including cooling units, in-floor raceways and adequate space.

The six (6) priorities listed above can be adequately located in the 333 Broadway building based upon the needs assessment done in 2009. The following entities were considered, but are lower priority for the reasons discussed below.

**United Blood Services:** This agency is currently located in the “white house” behind the 731 “C” street building. No agreement exists with this agency and the facility is primarily being used as a blood storage site and transfer location. This use would be incompatible with the other proposed uses of the 333 Broadway building and the required security and refrigeration needs would be costly to implement. Similarly, the traffic required to transfer stored blood would be difficult to locate in the 333 Broadway building and potentially disruptive to other uses. Therefore we would recommend notifying this agency to begin looking for an alternate storage location.

1. The agency provides a critical community service.
2. Common space (i.e., restrooms, counseling rooms, conference rooms, training rooms, etc.) could be shared and thus better utilized.  
Current space does not meet privacy needs demanded of clients.

Current space does not meet privacy needs demanded of clients.

**Women’s Infants and Children (WIC):** WIC provides supplemental foods, health care referrals, and nutrition education for low-income pregnant, breastfeeding, and non-breastfeeding postpartum women, and to infants and children up to age five who are found to be at nutritional risk. At one time this program was co-located with community nursing and then moved due to lack of adequate space. This program and the program’s clientele are closely related to the public health mission of the Board of Health. For example, community nursing sponsors a maternal child health care initiative and often refers people to the WIC program and WIC refers mothers to community nursing. While ideally integrated, this program is run by the State of Wyoming and they currently have adequate office space at 262 Commercial Way in Rock

# SWEETWATER C·O·U·N·T·Y

Springs. Aside from the coordination benefits of having WIC in the 333 Broadway building, they would be able to pay rent and help defray the costs of operation and maintenance of the building. No one has met with WIC, and as such, it is undetermined if there would be adequate space for their operations. If there was additional space in the building, this operation would be the most consistent with the other priority HHS operation recommended.

**LENDING CLOSET:** The lending closet, for many years, has used the basement of the “white house” as storage for the various medical supplies they lend to those in need in our community. The 333 Broadway location and its office space is too valuable to be used as storage space. However, we would recommend to the Board that we meet with the hospital and explore the possibility of operating the lending closet out of or in conjunction with the hospital. This would seem a more appropriate home and the hospital is staffed 24/7, potentially allowing better access to the lending closet items. Otherwise, we could explore other options for storage of the lending closet items. This service meets an important need in the community.

**WYDOT DUI Supervised Probation:** This operation is currently located at the Sweetwater County Detention Center. The clients served by this program are not consistent with the HHS focus of the other six (6) priorities listed above. Moreover, there is a different level of security risk and monitoring, which is inconsistent with the 333 Broadway facility. Lastly, according to Grants Coordinator, Krisena Marchal, this program will only be funded for one (1) more year. For these reasons, we recommend that the DUI supervised probation program not be moved to the 333 Broadway location.

**SWEETWATER COUNTY TRANSPORTATION AUTHORITY (STAR):** STAR is currently located in the professional building behind the Plaza Mall. Their offices consist of a couple of business offices and place for their bus dispatch. This agency, while providing a vital County service, is inconsistent with the HHS focus of the 333 Broadway building and their current office location is meeting their needs. We do not recommend STAR for this building, but would recommend working with STAR to find them a more permanent home at another suitable location.

**SWEETWATER FAMILY RESOURCE CENTER:** This organization operates two (2) facilities, one in Rock Springs and one in Green River. Staff met with the center’s director, Kathy Garrison, and she is interested in moving from her current RS location in the former senior center on Pilot Butte, to the 333 Broadway location. Ms. Garrison’s organization deals with domestic violence issues and, as such, is not compatible with the HHS focus of the 333 Broadway site. Moreover, Ms. Garrison has adequate space at the former RS Senior Center building. The nature of Ms. Garrison’s operations require classroom type space and security beyond that contemplated for a HHS center. Perhaps the family Justice Center or some similar site would be a good match for this program. We would not recommend the Family Resource Center for further consideration at this time.

# SWEETWATER C.O.U.N.T.Y

**RECREATION BOARD OFFICE:** The recreation board is currently located in the basement of the 731 “C” street building. This location has poor public access or visibility, as constant problem for the recreation board. While it is acknowledged that this location is less than ideal, we cannot recommend the 333 Broadway location as a solution. The recreation board’s mission and needs are inconsistent with HHS focus of the 333 Broadway building.

## **SUMMARY**

The County funds many Health and Human Service agencies, both directly and through in-kind contributions, such as facilities, maintenance, support, etc. Many of these agencies have been housed in substandard facilities, intended to be temporary solutions. The 333 Broadway facilities, gives us an opportunity to not only move them out of these dilapidated building, but also an opportunity to drastically improve public service and access to those services. The recommendations herein are aimed at centralizing those health and human service agencies from their various outbuildings at 731 “C” street into a health and human services building at 333 Broadway.

The board must be clear on what the approved and intended occupant are for that building before any engineering/design work can begin. Once the use of the building is clear the 333 Broadway project shall progress, more or less as follows;

**Step 1: Identify Facility Use**

**Step 2: Determine procedure for selecting an Architect/Engineering Firm**

**Step 3: Evaluate and Finalize Selection of Architect/Engineering Firm**

**Step 4: Develop a conceptual to assist in seeking funds and finalize a space plan for the building.**

**Step 5: Obtain requisite funding for remodel (Budget, grants, etc)**

**Step 6: Final**

**Step 7: Bid Project**

**Step 8: Construct**

Thank you for consideration of this important Sweetwater County Project.



## Sweetwater County Board Appointments

### Solid Waste District No. 2- Bairoil/Wamsutter

#### 3 Year Term

1 Vacancy- Due to declaring Garry Engstrom eligible for removal

#### New Applicant(s)

Garry Engstrom- per Gary Bailiff to list as applicant

Dean Switzer

Yes	No

Recommended by the Mayor of Bairoll, WY

*M. Engstrom*

# SWEETWATER COUNTY

## Application For Appointment To A County Board

- \* Professional
- \* Resourceful
- \* Innovative
- \* Dedicated
- \* Efficient

I wish to volunteer to serve on the following County Board (s) (Select two (2) only):

Joint Powers Boards

- Airport Board
- Upper Green River Joint Powers Water Board
- Joint Powers Water Board

County Agency Boards

- Events Complex (Fair Board)
- Library Board
- Museum Board
- Memorial Hospital Board
- Recreation Board
- Mental Health Board (Southwest Counseling)
- Other \_\_\_\_\_
- Other \_\_\_\_\_

District Boards

- Solid Waste Disposal District No. 1 (Rock Springs)
- Eden Valley Solid Waste Disposal District
- Solid Waste Disposal District No. 2 (Bairroll-Wamsutter)
- District Board of Health

Other County Appointed Boards

- Planning and Zoning Commission
- Sweetwater Transit Authority Resources (STAR)
- Community Fine Arts Center
- Joint Travel and Tourism Board
- Predatory Animal Board
- Miners Hospital Board

The specific skills, knowledge and experience I bring to this Board are: \_\_\_\_\_

I am willing to attend any required orientation and training sessions. YES  NO

I have a family member (s) working in this organization. YES  NO

I am willing to sign the Conflict of Interest Disclosure Statement. YES  NO

I understand this is a volunteer role, with no salary or other considerations. YES  NO

APPLICANT CONTACT INFORMATION

Name: GARRY ENGSTROM

APPLICANT SIGNATURE:

*Garry Engstrom* Date: 8-16-10

Address: Box 82 Bairroll, Wyo 82322

Phone: 307-320-7228

E-mail: gdenengstrom@PAALP.Com

Please Return Application To:  
Dale Davis, Sweetwater County Clerk  
80 West Flaming Gorge Way, Suite 150  
Green River, WY 82935  
Fax: 307-872-3994  
E-mail: [davidd@sweet.wy.us](mailto:davidd@sweet.wy.us)

Message From the County Commissioners: The Sweetwater County Board of County Commissioners believes that all citizens have the right to participate in making Sweetwater County a better place. By being appointed to County Boards, citizens are able to make valuable decisions that positively impact the quality of life in Sweetwater County. The County Commissioners may make appointments at any time. By submitting this application you are expressing your interest in being part of the solutions for Sweetwater County. Your application will remain active for two (2) years. Below is a list of County Boards appointed by the Commission. Please indicate in which board you are interested in serving. All board positions are unpaid, volunteer positions.

Greetings, to the Honorable Sweetwater County Commissioners

Please accept this application and note as a request for placement onto Solid Waste District No.2 (Bairoil-Wamsutter) County Board.

My name is Garry Engstrom and I have been a citizen of Wyoming all my life and a member of the Bairoil Community since 1975. During my 54 years I have had the opportunity to be involved in several activities and careers I am confident will provide useful experience and ideas to help the solid Waste District provide optimum service to the customers of Sweetwater County and specifically Solid Waste District No.2

For example;

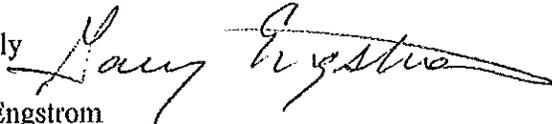
I am familiar with the spirit of volunteerism and was a member of the Bairoil Volunteer Ambulance for 14 years.

I am a member of the National Association of Corrosion Engineers. Corrosion prevention is my primary focus in industry however the study of corrosion mechanisms and chemistries should provide some beneficial knowledge to the decay and disposal sciences.

I have several years of supervision and management experience that should be of benefit to the administration of this expensive and sensitive service provided to the people in this district. I am currently employed as a Division Corrosion Supervisor for Plains Pipeline.

Thank you for your consideration.

Sincerely



Garry Engstrom  
Box 82  
Bairoil Wyoming 82322  
307-320-7228

**BOARD OF COUNTY COMMISSIONERS**

**SWEETWATER**  
C·O·U·N·T·Y

- WALLY J. JOHNSON, CHAIRMAN
- JOHN K. KOLB, COMMISSIONER
- GARY BAILIFF, COMMISSIONER
- REID WEST, COMMISSIONER
- DON VAN MATRE, COMMISSIONER

80 WEST FLAMING GORGE WAY, STE 109  
GREEN RIVER, WY 82935  
PH: (307) 872-3890 ~ FAX (307) 872-3992

August 28, 2012

Solid Waste District No. 2  
231 McCormick St.  
Wamsutter, Wy 82336

Solid Waste District No. 2 Board Members:

It has come to the attention of the Board of County Commissioners that a vacancy exists on your board.

This position has been open for approximately five months. It is our duty to fill vacancies as they occur. It was your obligation to inform the board, and this has not been done.

Your board will be discussed during the next regularly scheduled meeting in Green River. If you care to attend, the item will be on the September 4, 2012 agenda at approximately 11:30 a.m. During that time, the commission will fill the vacancy.

The initial information of the vacancy did not come from Garry Engstrom; however I personally called him and determined that his removal from the board was true.

I also discussed the vacancy with Sue Rigano. Ms. Rigano stated that it was an oversight on her part. However, each time the board meets with an open seat, it should serve as a reminder that the final responsibility to notify the Board of County Commissioners lies directly with you.

I have heard the reasoning for declaring Mr. Engstrom to be eligible for removal. I belong to several boards and also serve as liaison to several others. Each of these boards is accommodating to their members for the dates of their meetings and occasional absences are the norm for all, even the Board of County Commission.

It is my belief that your board should make some concessions to your members. If you feel otherwise, please communicate this to the Board of County Commissioners and we will give them due consideration.

Sincerely,

  
Gary Bailiff, Commissioner  
Sweetwater County Board of County Commissioners

cc: Sue Rigano  
Garry Engstrom  
Members of the Sweetwater County Board of County Commissioners



**SWEETWATER COUNTY COMMISSION**

P. O. Box 730  
Green River,  
WY 82935  
(307) 875-0380 or  
(307) 322-7083

RECEIVED

AUG 28 2012

Date

8/24/12

SWEETWATER COUNTY COMMISSIONER'S OFFICE

Name: Mr DEAN SWITZER

Address: PO BOX 226 1219 McCORMICK

City: WANSUHER State: WY Zip: 82336

Telephone: (Daytime) 307 324 7394 (Evenings) \_\_\_\_\_

Present Occupation: PASTOR

Special skills, interests, or related volunteer service: \_\_\_\_\_

Available for:  Day Meetings  Evening Meetings  Weekends

I am interested in the following Sweetwater County Board(s):

- |  |   |
|--|---|
| <input type="checkbox"/> Memorial Hospital Board                   | <input type="checkbox"/> Airport Board                    |
| <input type="checkbox"/> County Library Board                      | <input type="checkbox"/> Mental Health Board              |
| <input type="checkbox"/> County Fair Board                         | <input type="checkbox"/> Planning and Zoning Board        |
| <input type="checkbox"/> County Museum Board                       | <input type="checkbox"/> Weed and Pest Control Board      |
| <input type="checkbox"/> Child Developmental Center Board          | <input checked="" type="checkbox"/> Solid Waste Board     |
| <input type="checkbox"/> Citizens' Advisory Committee              | <input type="checkbox"/> Eden Valley Solid Waste District |
| <input type="checkbox"/> Resource Conservation & Development Board | <input type="checkbox"/> Joint Powers Water Board         |
| <input type="checkbox"/> Transit Authority Board                   | <input type="checkbox"/> Adult Community Correction Board |
| <input type="checkbox"/> Fire District                             | <input type="checkbox"/> County Recreation Board          |

I am interested in serving on this board because: I believe citizens should be more involved in the community, the school and churches

Signature: [Handwritten Signature]

Return this completed form to:

Sweetwater County Clerk  
P. O. Box 730  
Green River, WY 82935

**received**  
8-24-12

*Sweetwater County Solid Waste District #2  
Landfill located 3 miles south of Wamsutter, Wy.  
Main office is located at 509 Indian Paintbrush  
Bairoil, Wy.  
Phone #307-328-2084*

**RECEIVED**

**AUG 28 2012**

**SWEETWATER COUNTY  
ADMINISTRATIVE OFFICE**

August 21st, 2012

Chairman Wally Johnson  
Board of Sweetwater County Commissioners  
80 West Flaming Gorge Way  
Green River, Wyoming 82935

Dear Chairman Johnson:

I received a phone call yesterday from Commissioner Bailiff reminding me of the vacancy on our Solid Waste District #2's board. I apologize for this oversight on my part, it came to mind every month when we met for our meetings, but these past few months have been very hectic for the district and I simply forgot to take care of it.

On March 15th, 2012 during our regular meeting the Board declared Garry Engstrom's seat vacant due to lack of attendance. Please see attached paperwork regarding Garry Engstrom.

We would like to have someone from Wamsutter to serve on the board. I now have one person from Wamsutter and three people from Bairoil.

As of Friday, August 24th, 2012 I received this application. Enclosed you will find the application from Dean Switzer from Wamsutter. Mr. Switzer is interested in serving on our Solid Waste Board. Please consider his application as it is difficult to find anyone interested in volunteering their services.

Sincerely,



Sue Ann Rigano - Manager  
Sweetwater County Solid Waste Disposal District #2

***Sweetwater County Solid Waste District #2  
Landfill located 3 Miles South of Wamsutter  
Main office is located at 509 Indian Paintbrush  
Bairoil, Wyoming 82322  
307-328-2084***

March 16<sup>th</sup>, 2012

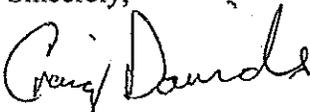
Garry Engstrom  
P. O. Box 82  
Bairoil, WY. 82322

Dear Garry,

During our regular meeting held on March 15th, 2012 your seat on the governing board of Sweetwater County Solid Waste District #2 was declared vacant in accordance with the provisions of Chapter VII of our By-Laws. We know you have been busy with other duties and unable to attend regular board meetings.

We have appreciated your service on our governing board of Sweetwater County Solid Waste District #2.

Sincerely,



Craig Davidson  
Chairman

**MAILED**  
3/16/2012 JAE

*Sweetwater County Solid Waste District #2  
Landfill located 3 miles south of Wamsutter, Wy.  
Main office is located at 509 Indian Paintbrush  
Bairoil, Wy.  
Phone #307-328-2084*

Garry Engstrom was appointed to the Sweetwater County Solid Waste Dist. #2's board by the Sweetwater County Commissioners in February 2011.

The following are scheduled meetings that were **NOT attended** by Board Member Garry Engstrom 2011.

February 24, 2011

July 14, 2011

August 18, 2011, Garry called in on cell phone, very difficult to hear on cell phone speaker.  
Meeting did not go well. Board recommended no more cell phone calls.

October 20, 2011

October 21, 2011 Special Meeting

November 10, 2011

December 7, 2011

March 15, 2012

Board declared his seat vacant March 15, 2012.

**Sweetwater County Solid Waste District #2**  
**Landfill located 3 miles south of Wamsutter/ Cell Phone 307-320-8859**  
**P.O. Box 88**  
**Bairoil, Wyoming 82322**  
**Office Phone 307-328-2084**

February 22, 2011

Garry Engstrom  
P.O. Box 82  
Bairoil, Wyoming 82322

Dear Garry,

I received the letter from the Sweetwater County Commissioners informing me of your appointment to our Sweetwater County Solid Waste District #2's Board.

I will give you some information as to how we operate.

I try **not** to have a meeting before the 10<sup>th</sup> of the month, as we sometimes have not received all of our bills.

**We only meet once a month, on Thursday.**

**The next meeting date is February 24, 2011 @ 5:30 p.m. in the Carbon Room @ the Carbon County Library in Rawlins.**

I must have 3 people to make a quorum. If you are unable to attend please contact me in advance.

Our usual place to meet is the Carbon County Library in Rawlins @ 5:30 p.m.

Rawlins is the half way point for both Bairoil & Wamsutter. We have to be out of the Library a little before 8 p.m. The meeting usually takes an hour to an hour and a half or less.

You will be paid mileage on the meetings you attend.

The best way for me to communicate with my board members is by e-mail. I will send the minutes, agenda and any important information I feel the board needs to review prior to the meeting.

Please provide me with the e-mail address you want me to use and a phone number.

This is my e-mail address: [suzzie1@wildblue.net](mailto:suzzie1@wildblue.net)

I will answer any of your questions at the meeting,

Sincerely,



Sue Ann Rigano  
Manager

SWEETWATER COUNTY  
SOLID WASTE DISPOSAL DISTRICT #2 BOARD

BY-LAWS

SWEETWATER COUNTY, WYOMING

WHEREAS, the Board of County Commissioners of the County of Sweetwater, State of Wyoming (County Commissioners), have created Sweetwater County Solid Waste Disposal District #2 and have appointed a governing board (Board) for said district; and

WHEREAS, said Board deems it desirable to establish and adopt formal by-laws to provide for the orderly performance of its duties and transaction of its business;

NOW THEREFORE BE IT ENACTED:

ARTICLE I - MEMBERSHIP

The Board consists of five (5) members appointed by the County Commissioners. A member's term, except for certain initial appointees, shall be for three (3) years. Terms of office shall be staggered. The length of initial appointees' terms were set to establish staggered terms of office.

Board members may be re-appointed. No Board member shall have any right to expect re-appointment. Board members shall vacate their seats upon expiration of their term, unless re-appointed, and regardless of whether or not a successor has been appointed.

All the lawful powers of the district shall be vested in and exercised by the Board. The business and affairs of the district shall be conducted and controlled by the Board.

ARTICLE II - OFFICERS

The officers of the Board shall be a Chairman, Vice-Chairman and Secretary/Treasurer. The Board may appoint a Clerk, from outside its membership, to assist the officers by taking the minutes of each meeting and carrying out normal clerical functions.

The powers and duties of the officers shall be as provided by the Board. In the absence of such provisions, the respective officers shall have the powers and shall discharge the duties customarily held and performed by like officers of similar governmental entities.

The Chairman shall preside at all meetings of the Board. In the absence of the Chairman, the Vice-Chairman shall preside, and in the absence of the Vice-Chairman, the Secretary/Treasurer shall preside.

The Chairman and the Secretary/Treasurer shall co-sign all legitimate warrants of the Board. The Chairman shall sign and the Secretary/Treasurer shall attest all other documents on behalf of the Board. The Vice-Chairman may sign or attest warrants or documents if the Chairman or Secretary/Treasurer is unable or unavailable to do so.

The terms of office for all officers of the Board shall be for one year and thereafter until their respective successors are elected and take office. Election of officers shall be held during the regular January meeting. Terms of all officers shall commence the first day of February. All officers shall be eligible for re-election to any number of terms. A person may hold only one office at a time.

When an office becomes vacant for whatever reason, the Board shall elect a successor as soon as practical. The successor shall hold the office for the predecessor's unexpired term.

### ARTICLE III - MEETINGS

The Board shall hold regular monthly meetings. The time and location of such meetings shall be set by the Board. The Board shall publish notice of their set time and meeting place and so long as they continue to meet at such time and place need not publish further notice of meetings. When necessary the Board may change the time and place of their regular monthly meeting and shall publish notice of any such change.

Special or emergency meetings may be called when and where needed by the Chairman and in the Chairman's absence, by the Vice-Chairman. Any meeting may be adjourned to executive session by vote of the Board.

All regular, special, or emergency meetings shall be open to the public. Executive sessions are not open to the public.

#### ARTICLE IV - QUORUM AND VOTING

A simple majority of the membership of the Board (three or more members) shall constitute a quorum. A quorum is necessary for the Board to take any action at a meeting except to adjourn. The vote of a majority of the members present at a meeting where a quorum exists shall be determinative. The Chairman shall have a vote on all matters requiring a vote of the Board.

If a quorum cannot be present at a meeting, and the approval of warrants or certain other business cannot be delayed until a quorum is gathered, then the Chairman, or in the absence of the Chairman, the Vice-Chairman, may authorize a canvassing of the Board by telephone. A vote of the majority of the Board (three or more members) is required to pass any proposition put to vote over the telephone. The matter shall be noted in the next set of minutes brought before the Board for approval.

#### ARTICLE V - CONDUCT OF MEETINGS

Roberts' Rules of Order shall govern the conduct of all meetings of the Board. Unless otherwise designated by the Board, the most recent edition of Roberts' Rules of Order shall be used.

#### ARTICLE VI - MINUTES AND RECORDS

The Secretary/Treasurer or Clerk shall record in the minutes the time and place of each meeting, the names of all members and visitors present, and all action taken by the Board. The Secretary/Treasurer or Clerk shall cause the minutes to be typed forthwith for approval or amendment and approval at the next regular or special meeting. A copy of the minutes shall be given to each member of the Board and each of the County Commissioners.

An original copy of the approved minutes, shall be filed chronologically within an official minutes book of the Board and shall be made available as a matter of public record.

#### ARTICLE VII - VACANCIES AND ABSENCES

Vacancies on the Board, however caused, shall be filled by appointment of the County Commissioners. A person appointed to fill a vacancy shall serve for the unexpired portion of their predecessor's term.

Over →

The Board may, in its discretion, declare a member's seat on the Board vacated by reason of neglect, if a member of the Board misses three (3) or more meetings in a twelve month period without good cause. Except in the case of an emergency, members are expected to provide forty-eight (48) hours advance notice of an absence from a scheduled meeting by contacting the Secretary/Treasurer or the Clerk.

#### ARTICLE VIII - COMMITTEES

The Chairman of the Board may appoint such special advisory committees as the Chairman deems necessary or advisable. The Chairman shall be an ex-officio member of all committees.

The Chairman shall designate the members of each committee and shall name the Committee Chairman. The Committee Chairman and at least one committee member shall be members of the Board. Vacancies on such committees shall be filled by appointment of the Board Chairman. No committee shall have any authority to take action on behalf of or in any manner bind or commit the Board.

#### ARTICLE IX - EXPENSES

Within the limits of available funds, members of the Board shall be reimbursed for all reasonable expenses associated with attendance at meetings, educational seminars, workshops, or other activities related to their duties as Board members. In order to be reimbursed a member's attendance at any such activity must be approved by the Board.

#### ARTICLE X - AMENDMENTS

These by-laws may be altered, amended, or repealed in whole or in part and new by-laws may be adopted at any time by appropriate action of the Board.

By-Laws of Solid Waste Disposal District #2

APPROVED AND ADOPTED on this 13 day of April, 1994  
by the governing Board of Sweetwater County Solid Waste Disposal  
District #2.

SWEETWATER COUNTY SOLID WASTE DISPOSAL DISTRICT #2:

By: *Dan M. Patton*  
Chairman

ATTEST:

*[Signature]*  
Secretary/Treasurer

*Dave Erickson*

AREA CODE 307  
PHONE 875-9360, GREEN RIVER  
PHONE 382-7985, ROCK SPRINGS

P.O. BOX 730

Office of

*County Clerk and Ex-Officio Register of Deeds*

Sweetwater County, Wyoming  
GREEN RIVER, WYOMING 82935

ALBERT B. VESCO  
County Clerk

L.K. "BOBBI" BAILIFF  
Chief Deputy

Barbara Tucker  
Sweetwater County Solid Waste Disposal Dist #2  
Courthouse  
Green River, Wy 82935

On April 26, 1994 the following was filed in the office of  
the Sweetwater County Clerks

Rules and regulations relating to the by-laws of Solid Waste Disposal District  
#2.

Receiving # 1161515

Albert B. Vesco, County Clerk

By: *[Signature]* Deputy

# Sweetwater voters OK solid waste district levy

By James Tiemann  
News editor

**BAIROIL** — Voters in eastern Sweetwater County approved a three-mill levy for a new solid waste district Tuesday and a spokesman said the Wamsutter landfill will eventually be used as a central dumping location.

Bairoil Mayor Lori Brandon said the town's landfill was closed in October because of tougher state regulations. The town is currently paying a Casper company to haul their trash to the Rawlins landfill. That arrangement will continue, she said, since Bairoil has no plans to build a new landfill. Hauling costs are costing the town about \$2,200 each month, Brandon said.

The Wyoming Department of Environmental Quality gave Bairoil until last October to close its landfill. Brandon said that deadline prompted the town council to make arrangements to haul the trash elsewhere. But, after a contract was signed with BFI in Casper, the DEQ decided to extend the closing of the landfill for two more years.

"We could have operated our dump for another two years. But, oh well," she said.

The Bairoil Town Council will turn over all trash operations to the newly formed Sweetwater County Solid Waste District No. 2 as soon as it is organized. The board consists of representatives from Bairoil, Wamsutter, Table Rock and Croston Junction. Bairoil has already built a "transfer site," where trash is collected and then hauled to another landfill.

Tony Rigano, a member of the solid waste district board, said the maximum mill levy for solid waste districts

See SWEETWATER, Page 12

## SWEETWATER

Continued from Page 1

in Wyoming is three mills. But, he estimated that only 1.25 mills will be levied to pay for disposal costs.

"We asked for the maximum assessment capabilities, but that doesn't mean that's what we're going to do. We hope to operate on about 1.25 to 1.50 at the max. Area businesses — some of the larger corporations — were unhappy. But, that's if we tax at the three mills. That would be quite a burden. It's going to be quite a bit less," Rigano said.

Once the solid waste district is organized, it will make arrangements to begin hauling trash to Wamsutter, according to Rigano.

"Right now I think they are moving (the trash) into Rawlins ... We're going to have to review all that as an entire board and see what we're going to do in the future. But, I'm sure the trash from this end of the county will have to end up in the Wamsutter landfill. The district will be taking that over," he added.

**§ 18-11-102. Powers; management; rates; penalty for violation of rules.**

Following the creation of a solid waste disposal district the board of county commissioners shall appoint not less than three (3) nor more than nine (9) residents of the district to constitute the governing board of the district. Appointees shall serve a term of three (3) years and may be reappointed for three (3) additional terms. Terms of office shall be staggered. The governing board may exercise all powers granted to cities and towns by W.S. 15-1-103(a)(xxi) and (xl) and shall adopt rules and regulations in managing the disposal of solid wastes within the district. Violation of a rule or regulation of the governing board requiring disposal of solid wastes in designated sites constitutes a misdemeanor punishable upon conviction by a fine not to exceed seven hundred fifty dollars (\$750.00) or imprisonment not exceeding six (6) months or both. A governing board may also enforce its rules and regulations by appropriate legal proceedings and expend and generate revenue relative to the purpose of a solid waste disposal district. The governing board may permit persons or entities not included within the district to utilize the facilities of the district. The governing board may impose fees upon persons or entities included within or outside of the district for the privilege of utilizing the facilities of the district at rates established by the governing board and any revenue generated in this manner shall only be used to operate the district. (Laws 1975, ch. 126, § 1; 1977, ch. 124, § 1; 1993, ch. 211, § 1; 1995, ch. 19, § 1.)

Cited in *Eastern Laramie County Solid Waste v. State Bd. of Equalization*, 9 P.3d 268, 2000 Wyo. LEXIS 174 (Wyo. 2000).

**§ 18-11-103. Taxation; limitation.**

(a) A solid waste disposal district board may submit to the qualified electors of the district the question of whether or not the district shall annually levy not to exceed three (3) mills on the dollar of assessed valuation of the district to operate the district. The question shall be submitted by the county clerk as ordered by the board of county commissioners at an election called, conducted, canvassed and returned in the manner provided for bond elections by the Political Subdivision Bond Election Law, W.S. 22-21-101 through 22-21-112.

(b) The board of county commissioners at the time of making the levy for county purposes shall levy a tax upon the taxable property within a solid waste disposal district to be used solely to operate the district. These monies shall be placed in an account certified by the solid waste disposal district governing board if the mill levy authorization has been approved pursuant to subsection (a) of this section. (Laws 1975, ch. 126, § 1; 1976, ch. 17, § 1; 1977, ch. 124, § 1; 1996, ch. 97, § 2.)

**§ 18-11-104. Operation of disposal system.**

Any requirements or exceptions pertaining to the operation of solid waste disposal systems by cities and towns are also applicable to county solid waste disposal districts. (Laws 1975, ch. 126, § 1; 1977, ch. 124, § 1.)

**§ 18-11-105. Procedures.**

The Wyoming Administrative Procedure Act [§§ 16-3-101 through 16-3-115] is applicable to all proceedings under W.S. 18-11-101 through 18-11-105 except establishing or changing the boundaries of a solid waste disposal district. (Laws 1975, ch. 126, § 1; 1977, ch. 124, § 1.)

Cited in *Board of Trustees v. Spiegel*, 549 P.2d 1161, 1976 Wyo. LEXIS 191 (Wyo. 1976).

**CHAPTER 12**

**Improvement and Service Districts**

- Sec. 18-12-101. Title; purpose; application and construction.
- 18-12-102. Definitions.
- 18-12-103. Districts authorized; general function.

- Sec. 18-12-104. Jurisdiction.
- 18-12-105. Commencement by petition.
- 18-12-106. Petition for formation.
- 18-12-107 through 18-12-111. [Repealed.]

- Sec. 18-12-112. Powers c
- 18-12-113. District l
- 18-12-114. Compens tions; n
- 18-12-115. Cost asse
- 18-12-116. Resolutio assessm
- 18-12-117. Notice of
- 18-12-118. Notice of
- 18-12-119. Duty of co taxes.
- 18-12-120. Bond elec of propo
- 18-12-121. Contents
- 18-12-122. Election p
- 18-12-123. Resolutio
- 18-12-124. Bonds sec
- 18-12-125. Exemption

**Editor's notes. —**  
which were enacted by which were enacted by been inserted as chap was enacted by § 1, ch has been redesignated

**§ 18-12-101. Title**

This act may be ci

**§ 18-12-102. Defi**

- (a) As used in thi
  - (i) "Assessed Assessed value s the district is loc
  - (ii) "Board" m
  - (iii) "Bonds" improvement and
  - (iv) "Charges"
  - (v) "Commissi
  - (vi) "District" this act;
  - (vii) "Elector" district, including provided the indi presents the elect ship or associator mentally incompe rights have not be 1994 to this act, th
  - (viii) "Improve nature intended fo alleys and other pu and other sanitary facilities or improv
  - (ix) "Service" m authorized by this .



CLARK STITH  
Attorney  
Mobile: 307-389-7735

CLARK STITH & ASSOCIATES  
505 Broadway  
Rock Springs, WY 82901  
Phone: 307-382-5565 • Fax: 307-382-5552

---

August 28, 2012

Eric Bingham  
Director  
Sweetwater County Land Use and Planning Department  
80 W. Flaming Gorge Way  
Green River, WY 82935

Sweetwater County Board of County Commissioners  
80 W. Flaming Gorge Way  
Green River, WY 82935

Re: Request For Time Extension For 36 Wind Turbine CUP  
Permit For Connector Roads

Dear Mr. Bingham and Board of County Commissioners:

This office represents TASCOS Engineering, Inc. and its successor in interest, Tasco Energy, LLC ("Tasco"). In connection with the meeting of the Board of County Commissioners scheduled for September 4, 2012, Tasco requests that the following items be placed on the agenda:

1. Request For Time Extension For The 2007 Conditional Use Permit ("CUP") For 36 Wind Turbines Issued Pursuant To Resolution No. 07-10-ZO-05.

Tasco hereby requests an extension of time for the 2007 CUP, which would expire by its terms on October 2, 2012. The CUP in question provides for an extension "if the developer has submitted evidence acceptable to the Board of County Commissioners that the wind farm project is still viable and the delay in construction is caused by project management or coordination issues that are pending resolution in the near future."

As you are aware, the delay to this 36 turbine project has been caused, not by Tasco but rather by the requirement of federal regulations applicable to the adjacent portion of the project, which involve approximately 56 wind turbines. Specifically, the Department of Interior, Bureau of Land Management ("BLM"), along with the U.S. Fish and Wildlife Service, have required three separate reviews. First, under the National Environmental Policy Act process, an Environmental Assessment ("EA") was conducted, which was completed in 2010. After the EA was completed in 2010, the BLM required, under a Programmatic Agreement, that a review be conducted of all cultural resources within sight of the proposed wind project. This review was not completed until 2011. After completion of the cultural resources review, the U.S. Fish and Wildlife Service required an avian and bat protection plan ("ABPP") analysis. The ABPP process has not yet been completed.

CLARK STITH  
Attorney  
Mobile: 307-389-7735

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505 Broadway  
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Phone: 307-382-5565 • Fax: 307-382-5552

---

The multiple demands of an ever shifting federal regulatory requirement have meant that the project has not progressed as quickly as anticipated. The fundamental economic viability of the project remains intact, however. As result, Tasco hereby requests that the Board of County Commissioners grant a two year extension to the initial 2007 CUP.

Additionally, although Tasco believes that the provisions of the recently (2010) enacted Wyoming statute governing permitting for wind energy projects (contained at Wyoming Code section 18-5-501, et seq.) do not apply to the project in question, Tasco does note that the submissions on file fully satisfy those statutory provisions as well.

Good cause exists to grant an extension of the CUP on the basis that an existing moratorium on development prevents exercise of the Tasco's rights granted pursuant to the CUP. As the moratorium in question expires approximately one (1) month after the expiration of Tasco's CUP, it is critical that the CUP be extended in order to permit the exercise of Tasco's rights under the CUP. The project contemplated by the CUP is still viable. Furthermore, Tasco and its affiliates have invested more than \$2.0 million into this project since the issuance of the CUP. If an extension of the CUP is not granted, these damages will result in extreme hardship and prejudice to Tasco and its affiliates.

2. Building Permit For Access Roads For BLM Portion of the Project.

Tasco would also like to make the Board aware that it intends to submit an application for a building permit for certain connector roads across private property to the BLM portion of the Project.

Please confirm receipt of this transmittal and extension of the CUP at your earliest opportunity. Tasco thanks the Commission in advance for its prompt and responsive attention to this matter.

Best regards,

/s/ Clark Stith

Clark Stith  
Attorney for Tasco Energy, LLC

# MATHEY LAW OFFICE

Attorneys

Richard Mathey

Stewart T. Toolson

Michael Stulken

ATTORNEYS AND COUNSELORS AT LAW

189 North 1<sup>st</sup> West

P.O. Box 1060

Green River, Wyoming 82935

(307) 875-5872 • (307) 875-5188

Facsimile: (307) 875-8857

Paraprofessionals

Barbara J. Nickels-Smith

Windi Linn Ruiz

Cheryl A. Mackrell

May 20, 2011

James E. Phillips  
Phillips Law, PC  
P.O. Box 770  
Evanston, WY 82931

Re: Tasco Engineering

Jim,

Following up on your inquiry regarding assignability of Tasco Engineering's Conditional Use Permit, I have reviewed the permit, I have reviewed the permit application and documentation submitted in support of the permit application and I have consulted with my client, Engineering and Community Development. My conclusion is that Engineering and Community Development will recognize an assignment of the permit provided that Tasco Engineering takes two steps.

The first step is obtaining an assignment of Tasco Engineering's rights and duties as Lessee in the October 25, 2005 Wind Energy Conditional Ground Lease entered into by and between Rock Springs Grazing Association as Lessor and Teton Wind, LLC as Lessee. This lease was submitted as part of the permit application, Sweetwater County relied on it and I assume Rock Springs Grazing Association was relying specifically on Teton Wind, LLC's business reputation and financial status, when it entered into the lease. See Section 1.5.1 of the Sweetwater County Wind Farm Zoning Regulations. More to the point, the lease has provisions concerning both assignment and subletting that must be fulfilled before Sweetwater County could recognize an assignment of same.

The second step is obtaining consent to an assignment from the Sweetwater County Board of Commissioners. The Board of Commissioners issued the conditional use permit to Tasco Engineering. It is the prerogative of the Board to accept and approve an assignment of the permit, or not, as the Board determines is in the best interests of Sweetwater County. Engineering and Community Development will neither resist nor facilitate Tasco Engineering's request for consent to a permit assignment but of course it will provide to the Commissioners such information as the Commissioners may request in connection with the proposed assignment.

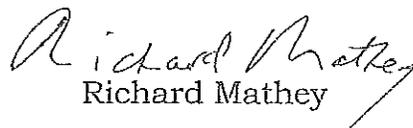
All of the above being stated, it is my opinion that the Wyoming Legislature has voided the conditional use permit issued to Tasco Engineering. Judge Troughton would say this is just another lawyer's opinion and I would not disagree with him, so I encourage Tasco Engineering to form its own opinion. The legislation upon which I base my opinion was enacted in 2010 and became effective on July 1, 2010. It can be found at Wyoming Statute § 18-5-501 *et. seq.*

The specific provisions which I believe void Tasco Engineering's conditional use permit are Section 18-5-502 (a) and (c), which provide as follows:

- (a) It is unlawful to locate, erect, construct, reconstruct or enlarge a wind energy facility without first obtaining a permit from the board of county commissioners in the county in which the facility is located.
- (c) No wind energy facility constructed or being constructed prior to July 1, 2010 shall be required to have the permit required by this section. No wind energy facility for which an application for a permit has been made to the industrial siting council, or that has received findings of fact, conclusions of law and an order from the industrial siting council, prior to July 1, 2010 shall be required to have the permit required by this section.

Tasco's wind energy facility was not "constructed or being constructed prior to July 2, 2010..." This opinion is likely to generate a "hang the messenger" response or a "sue the county" response from Tasco Engineering, but before either of those impulses take root please remind Tasco Engineering that it was the Wyoming Legislature, not the Sweetwater County Board of Commissioners, that enacted Wyoming Statute § 18-5-501 *et. seq.*

Respectfully yours,

  
Richard Mathey

RM/bjns

CC: Sweetwater County Board of Commissioners  
Engineering and Community Development ✓  
Rock Springs Grazing Association

MATHEY LAW OFFICE  
P.O. Box 1060  
Green River, Wyoming 82935

## Sally Shoemaker

---

**From:** Jesse Tassainer [jesse@tascoengineering.com]  
**Sent:** Tuesday, August 14, 2012 3:00 PM  
**To:** Sally Shoemaker  
**Subject:** RE: Wind Farm Work Shop

Hi Sally,

Just schedule us for 9-4-12.

Thank you ,

Jesse

Jesse Tassainer, Wind Power Development Director  
Tasco Energy, LLC  
3375 W. Mayflower Ave., Suite A  
Lehi UT 84043

Phone: 801-766-9500  
Fax: 801-766-9100  
Cell: 801-360-0725  
Email: jesse@tascoengineering.com

---

**From:** Sally Shoemaker [mailto:shoemakers@sweet.wy.us]  
**Sent:** Tuesday, August 14, 2012 2:43 PM  
**To:** Jesse Tassainer  
**Subject:** RE: Wind Farm Work Shop

Good afternoon, Jesse.

The commission will be cancelling their regularly scheduled meeting on 9-18-12. Would you like to make your presentation on 9-4-12, 10-2-12 or 10-16-12? Please let me know which date would work better for you.

Thank you,

*Sally Shoemaker*

Clerk  
80 W Flaming Gorge Way Suite 109  
Green River, Wy 82935  
☎ (307)872-3897 Office  
(307)872-3992 Fax  
✉ [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)

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**From:** Sally Shoemaker  
**Sent:** Friday, August 10, 2012 2:06 PM  
**To:** 'Jesse Tassainer'  
**Subject:** RE: Wind Farm Work Shop

Thanks, Jesse.

I believe that meeting date, the commission will be amending as they will be traveling for the annual commissioners convention. I will let you know when they advise of the new date (my guess is that they will have the following Tues the 25<sup>th</sup>). As they make their announcement, I will advise.

Thank you,

*Sally Shoemaker*

Clerk

80 W Flaming Gorge Way Suite 109

Green River, Wy 82935

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✉ [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)

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**From:** Jesse Tassainer [<mailto:jesse@tascoengineering.com>]  
**Sent:** Friday, August 10, 2012 12:30 PM  
**To:** Sally Shoemaker  
**Subject:** RE: Wind Farm Work Shop

Hi Sally,

Thank you for putting in the request. We would like to get on the agenda for your September 18<sup>th</sup> (3<sup>rd</sup> Tuesday in Sept). I will get you the accompanying documents within a week. Thank you.

Jesse

Jesse Tassainer, Wind Power Development Director  
Tasco Energy, LLC  
3375 W. Mayflower Ave., Suite A  
Lehi UT 84043

Phone: 801-766-9500

Fax: 801-766-9100

Cell: 801-360-0725

Email: [jesse@tascoengineering.com](mailto:jesse@tascoengineering.com)

---

**From:** Sally Shoemaker [<mailto:shoemakers@sweet.wy.us>]  
**Sent:** Friday, August 10, 2012 8:05 AM  
**To:** Jesse Tassainer  
**Subject:** RE: Wind Farm Work Shop

Good morning, Jesse.

I've spoken with Chairman Johnson and his preference is to have you present during a regularly scheduled Board of County Commissioners meeting. The commission meets on the first and third Tuesday of each month. In order to get scheduled on the agenda, please make your request one week prior to the meeting date of your choice and provide me with accompanying documents for placement into their packet.

Thank you,

*Sally Shoemaker*

Clerk

80 W Flaming Gorge Way Suite 109

Green River, WY 82935

☎ (307)872-3897 Office

(307)872-3992 Fax

✉ [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)

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**From:** Jesse Tassainer [<mailto:jesse@tascoengineering.com>]

**Sent:** Wednesday, August 08, 2012 12:59 PM

**To:** Sally Shoemaker

**Subject:** RE: Wind Farm Work Shop

I understand what you are saying. Just wanted to know if they would be willing to meet in a workshop setting. Please let me know their response. Thank you.

Jesse

Jesse Tassainer, Wind Power Development Director

Tasco Energy, LLC

3375 W. Mayflower Ave., Suite A

Lehi UT 84043

Phone: 801-766-9500

Fax: 801-766-9100

Cell: 801-360-0725

Email: [jesse@tascoengineering.com](mailto:jesse@tascoengineering.com)

---

**From:** Sally Shoemaker [<mailto:shoemakers@sweet.wy.us>]

**Sent:** Wednesday, August 08, 2012 12:47 PM

**To:** Jesse Tassainer

**Subject:** RE: Wind Farm Work Shop

Good afternoon, Jesse.

I will forward your request to Chairman Johnson and ask what his preference is. Typically the commission likes items to be addressed and presented during their regularly scheduled Board of County Commissioners meetings which are held on the first and third Tuesday of each month.

Thank you,

*Sally Shoemaker*

Clerk

80 W Flaming Gorge Way Suite 109

Green River, WY 82935

☎ (307)872-3897 Office

(307)872-3992 Fax

✉ [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)

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---

**From:** Jesse Tassainer [<mailto:jesse@tascoengineering.com>]

**Sent:** Wednesday, August 08, 2012 12:36 PM

**To:** Sally Shoemaker

**Subject:** Wind Farm Work Shop

Hi Sally,

We have some new updates on the wind farm that we would like to go over with the county commissioners. We would rather meet in a workshop setting with them if possible. Can we arrange something like this?

Thank you,

Jesse

Jesse Tassainer, Wind Power Development Director

Tasco Energy, LLC

3375 W. Mayflower Ave., Suite A

Lehi UT 84043

Phone: 801-766-9500

Fax: 801-766-9100

Cell: 801-360-0725

Email: [jesse@tascoengineering.com](mailto:jesse@tascoengineering.com)

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

**September 4, 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  
September 4, 2012 - 1:30 pm  
80 West Flaming Gorge Way  
Green River, Wyoming**

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## **PUBLIC HEARINGS:**

1. Sweetwater County Fire District #1  
Conditional Use Permit  
Fire Department Training Facility

# **PUBLIC HEARING ITEM # 1**

**SWEETWATER COUNTY FIRE DISTRICT #1  
(APPLICANT)**

**CONDITIONAL USE PERMIT  
PUBLIC FIRE DEPARTMENT FIRE PROTECTION  
TRAINING FACILITY**

**BOARD OF COUNTY COMMISSIONERS MEETING  
SEPTEMBER 04, 2012**

**PRESENTER: JOHN T. BARTON**

Prepared by:

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

**STAFF REPORT  
SWEETWATER COUNTY FIRE DISTRICT #1  
Conditional Use Permit**

**APPLICANT**

Sweetwater County Fire District #1  
PO BOX 2940  
Rock Springs, Wyoming 82902

**OWNER:**

Bureau of Land Management  
280 HWY 191 North  
Rock Springs, Wyoming 82901

**APPLICATION SUMMARY (EXHIBIT A - APPLICATION):**

The applicant is requesting a Conditional Use Permit to allow a "Public Fire Department Training Facility and Fire Station in the South Half of the South Half of the Northwest Quarter of the Southeast Quarter of Section 4 Township 19 North Range 105 West of the Sixth Principal Meridian, Sweetwater County, Wyoming. The facility will be used to train fire personnel in all aspects of fire suppression and incident mitigation. The training ground will consist of a fire training tower, which will allow live-fire, stand-pipe, forcible entry, and high-angle training. The future fire station will contain classroom facilities.

The Sweetwater County Fire District #1 was granted a Conditional Use Permit by the Board of County Commissioners on December 01, 2009 for this use. This application is a re-statement of that application except that the site configuration has changed. This site is rectangular in shape and generally has an East/West configuration. In the original application, and approved CUP, the site contained the fire training facilities at the easternmost end (abutting Yellowstone Road) with the operational Fire Station at the westernmost end of the site (abutting Melody Drive). In this, second, application the generalized uses, as described above, have been reversed on the site plan.

The application states the conditional use will be conducted as follows:

- The facility will be permanently occupied by Sweetwater County Fire District #1.
- Training Center normal hours will be training session every Wednesday from 6-9 pm. Weekend trainings will be as scheduled, with occasional night training evolution; these night operations will be the exception rather than the rule.
- This land lies within the area protected by Sweetwater County Fire District #1.
- Fuel storage will consist of an LPG <1200 gallons in a surface storage tank. The tank will be positioned in accordance with

applicable International Fire Code and Sweetwater County requirements.

- Fire Suppression equipment including aerial, pumping, wildland rescue, and other fire suppression/incident mitigation equipment. Permanent storage of Apparatus upon completion of the fire station for responses to incidents occurring within Fire District #1 and mutual-aid with neighboring agencies.
- Parking will be established for 50-60 personal vehicles with completion of the fire station.
- Loading operations will be associated with training and suppression operations. Re-filling of apparatus with water may occur during all hours. Loading operations associated with training evolutions will occur during normal business hours throughout the week and the same hours on weekends in conjunction with scheduled weekend trainings.
- Waste disposal will be contracted through a commercial waste disposal company. Current service for Fire District Headquarter is through Wyoming Waste Connections.
- Hand-on train evolutions including live-fire operations, auto & heavy equipment extrication apparatus driver training, hose lay training, pump-testing, and other operations consistent with fire and rescue training scenarios.
- Lighting is down-focused, full-cut-off sodium-vapor lighting. Building exterior finish will be earth-tone color with non-reflective roof. Landscaping will be maintained on site to improve view and shield noise from operations at the facility such as trees and/or shrubs. Property will be fenced with 8' chain-link fencing; privacy inserts or other additions as necessary to improve view shed. Weed control will be maintained.
- The surface will covered by road base, concrete, and asphalt.
- Signage will be placed on the exterior of the training tower and fire station. Main sign and verbiage will be consistent with current exterior signage at 3010 College Drive, Fire District Headquarters.
- Outside storage will include one LPG tank.

#### **ZONING CLASSIFICATION (EXHIBIT B - ZONING MAP):**

The property is currently zoned as R2-SF (Single Family Residential).

#### **LEGAL DESCRIPTION (EXHIBIT C - VICINITY MAP):**

A tract of land in the South Half of the South Half of the Northwest Quarter of the Southeast Quarter of Section 4 Township 19 North Range 105 West of the Sixth Principal Meridian, Sweetwater County, Wyoming.

**PUBLIC NOTICE:**

Adjacent Property Owner Notice Sent: July 06, 2012  
Public Hearing Notice Advertised: July 06, 2012  
Sign Posted on Property: July 17, 2012

**PUBLIC COMMENTS:**

No comments from the public have been received as of the date of this report's preparation. Should any be received they will be provided at the time of the hearing.

**AGENCY COMMENTS:**

1. **SWEETWATER COUNTY CODE ENFORCEMENT SPECIALIST:** "Issue"
2. **QUESTAR GAS CO.:** "Issue."
3. **NORTH SWEETWATER WATER & SEWER DISTRICT:** Must comply with State law regarding sewer connection.
4. **ROCK SPRINGS PLANNING & ZONING DIVISION:**
  - o Public buildings are conditionally permitted uses in the City's residential zoning districts and are principally permitted uses (permitted by right) in the City's commercial and industrial zoning districts.
  - o Site plan approval is required for any new construction within the City Limits, including construction of public buildings and facilities.
  - o Applicant is advised that, should future annexation be desired, development should conform to City standards.

**PLANNING AND ZONING COMMISSION AND BOARD OF COUNTY COMMISSIONERS CONSIDERATIONS IN REGARDS TO A CONDITIONAL USE PERMIT:**

Certain uses, while not normally permitted in a particular zone district, may be acceptable under specific circumstances and subject to certain special conditions.

Pursuant to the regulations hereinafter set forth, certain uses may be permitted by Conditional Use Permit within the stated Zone Districts and may be subject to special conditions or requirements deemed necessary by the County. To insure that the Conditionally Permitted Use does not unreasonably impose adverse impacts on the health, safety, and general welfare of the County or on adjacent or nearby properties or residents, the County may impose certain special conditions including but not limited to the following:

1. **Duration of use**
2. **Extension of the C.U.P.**
3. **Hours of operation**
4. **Site and/or building improvements**
5. **Parking requirements**
6. **Sewer and water requirements**

**STAFF COMMENTS:**

**STAFF COMMENTS AND COMPLIANCE WITH 2002 SWEETWATER COUNTY COMPREHENSIVE PLAN:**

The 2002 Comprehensive Plan sets forth the following goals related to Sensitive Areas and Resources. Following each goal statement staff has provided a brief explanation how that goal state relates to the proposed conditional use permit application.

- **Encourage growth and development to continue in an orderly manner and in locations that contribute to the economic and social well-being of County Residents.** The facility will provide a fire station adjacent to the Mountaineer Subdivision, which will provide a faster response time for fire incidents. The facility will also provide an opportunity for the Fire District to perform training exercises to better train fire personnel. The proposed facility is adjacent to a residential subdivision for which proper screening and buffering should be utilized to mitigate potential noise.

**REQUESTED ACTION:**

The Planning and Zoning Commission and Board of County Commissioners may consider the following conditions to attach to their recommendation and resolution:

1. The applicant shall be bound to the terms of their application.
2. The conditional use is contingent upon BLM lease of land.
3. The site/drainage plan shall meet all of the requirements set forth by Sweetwater County Regulations.
4. The site will have screening that meets the requirements of the Sweetwater County Zoning Resolution.
5. The applicant will utilize down focused fully cut-off sodium vapor lighting.

**RECOMMENDATION 12-08-ZO-01**  
**SWEETWATER COUNTY FIRE DISTRICT #1**  
**PUBLIC FIRE DEPARTMENT TRAINING FACILITY AND FIRE STATION**

WHEREAS, Sweetwater County Fire District #1 has requested a Conditional Use Permit in accordance with Section 6 of the Sweetwater County Zoning Resolution. This application is to be located on a parcel described as:

*10 acres located in the Southeast Quarter of Section 4, Township 19 North, Range 105 West of the Sixth Principal Meridian, Sweetwater County and is more commonly known as 102 Apache Lane, Rock Springs, 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 August 8, 2012 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 5-0 to recommend approval of this request;

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

Dated this 8<sup>th</sup> day of August, 2012.

Attest:

Sweetwater County  
Planning and Zoning Commission

\_\_\_\_\_  
Steven Dale Davis, County Clerk

\_\_\_\_\_  
Dan Scheer, Chairman

**RESOLUTION 12-09-ZO-01**  
**SWEETWATER COUNTY FIRE DISTRICT #1**  
**PUBLIC FIRE DEPARTMENT TRAINING FACILITY AND FIRE STATION**

WHEREAS, Sweetwater County Fire District #1 has requested a Conditional Use Permit in accordance with Section 6 of the Sweetwater County Zoning Resolution. This application is to be located on a parcel described as:

*10 acres located in the Southeast Quarter of Section 4, Township 19 North, Range 105 West of the Sixth Principal Meridian, Sweetwater County and is more commonly known as 102 Apache Lane, Rock Springs, Wyoming.*

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on September 4, 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 4<sup>th</sup> day of September, 2012.

Sweetwater County  
Board of County Commissioners

\_\_\_\_\_  
Wally J. Johnson, Chairman

\_\_\_\_\_  
Gary Bailiff, Member

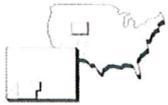
\_\_\_\_\_  
John K. Kolb, Member

\_\_\_\_\_  
Don Van Matre, Member

Attest:

\_\_\_\_\_  
Steven Dale Davis, County Clerk

\_\_\_\_\_  
Reid O. West, Member



# Sweetwater County, Wyoming Conditional Use 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: \$150.00**

Date of Submittal: \_\_\_\_\_  
Permit Number: \_\_\_\_\_  
Present Zoning: \_\_\_\_\_  
PID: 04- \_\_\_\_\_

(Office Use Only)

Conditional Use Permit Resolution # \_\_\_\_\_ Date: \_\_\_\_\_

Approved  Approved with Conditions  Denied

Date of Action: \_\_\_\_\_ Signature: \_\_\_\_\_

Community Development Official

**INSTRUCTIONS:** Prior to completing your application, it is strongly recommended that you schedule and attend a pre-application meeting with Sweetwater County Engineering and Community Development.

Completely fill out application. Attach all required supporting documentation. Incomplete and/or illegible applications will be returned. As a condition of approval of your Conditional Use Permit, you must obtain all necessary County Health, County Engineering and County Zoning Permits (septic permit, address & access permits, construction, use etc.) before you can establish the use of your property or commence construction. Additional information may be required following review of your application by the staff for public hearings before the Planning and Zoning Commission or the Board of County Commissioners. Such additional information must be provided before your application is approved or forwarded to the next level of review. By act of submittal the applicant certifies that information submitted is true, accurate and complete and authorizes the county to rely on the veracity of such information and certification.

### PROPERTY INFORMATION:

County Assigned Address: 102 Apache Lane Lot Size: 10.013 (acres)

Project Location: Quarter: SE Section: 4 Township: 19N Range: 105W

Subdivision Name: Not Applicable Lot: NA Block: NA

Property Identification Number: 04 - 1905 - 04 - 4 - 00 - 001 - 00

### GENERAL INFORMATION:

Fire District No.1 (James Wamsley-Fire Chief)  
Applicant Name

P.O. Box 2940 Rock Springs, WY 82902  
Applicant Mailing Address

307-362-9390  
Telephone/Email

Bureau of Land Management  
Land Owner of Record

280 HWY 191 North Rock Springs, WY 82901  
Owner's Mailing Address

307-352-0334  
Telephone/Email

Agent Business Name & Primary Contact

Agent Mailing Address

Telephone/Email

JFC Engineers & Surveyors (Rob Gerrard)  
Engineer/Contractor Business Name & Primary Contact

1515 Ninth Street, Suite A  
Engineer/Contractor Mailing Address

(307)362-7519  
Telephone/Email

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**JUL 02 2012**  
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# Sweetwater County, Wyoming Hazardous Chemical Inventory

**Local Emergency Planning Committee  
(307) 922-5369**

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**Facility Location**

Name: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 City, State & Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Owner/Operator**

Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City, State & Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Emergency Contact (local)**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 24 Hour Phone: \_\_\_\_\_

**Emergency Contact (local)**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 24 Hour Phone: \_\_\_\_\_

For the safety of our First Responders, the Sweetwater County Local Emergency Planning Committee requests that you advise us of any hazardous materials that are used, stored, manufactured, or transported to or from your facility that are in quantities more than 10 gallons or 50 pounds.

Date of Report: \_\_\_\_\_ Check One:  Initial Report  Updated Report

Chemical Description	Inventory (Specify amounts listed in pounds or gallons)	Storage Locations & Container Type (Attaching site plan is optional)
Hazard Class: _____ <small>(taken from package label)</small>  UN Number: _____ <small>(if on label)</small>  Chemical Name: _____ Product Name: _____	Max. Daily Amt: _____  Avg. Daily Amt.: _____  Number of days per year on site: _____	Container Type: _____  Location:
Hazard Class: _____ <small>(taken from package label)</small>  UN Number: _____ <small>(if on label)</small>  Chemical Name: _____ Product Name: _____	Max. Daily Amt: _____  Avg. Daily Amt.: _____  Number of days per year on site: _____	Container Type: _____  Location:

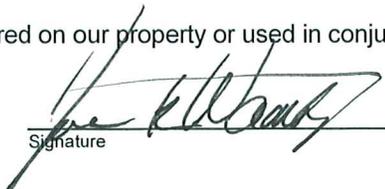
*Please copy this page if needed for additional chemicals.*

Certification: I certify that I have personally examined and am familiar with the information submitted in pages one through \_\_\_\_\_, and that, based on my inquiry of those individuals responsible for obtaining the information, I believe that the submitted information is true, accurate, and correct.

No Hazardous Chemicals will be stored on our property or used in conjunction with this permit.

**James Wamsley**

Printed Name & Official Title of Owner/Operator OR  
 Owner/Operator's Authorized Representative

  
 \_\_\_\_\_  
 Signature

  
 \_\_\_\_\_  
 Date Signed

## Current and Proposed Structures and Use Information

### **Briefly answer the following questions:**

What listed conditional use are you applying for (see Zoning Resolution)? Provide a detailed narrative describing your proposed conditional use and development. Use additional paper if necessary.

Public Fire Department Training Facility and Fire Station. This facility will be used to train personnel in all aspects of fire suppression and incident mitigation. The training ground will contain a fire training tower which will allow live-fire, stand-pipe, forcible entry, and high-angle training. The future fire station will contain a classroom as well as restroom, shower, and office facilities.

What new structures do you propose to build and describe the proposed uses within those structures? Describe (include construction type, foundation type and dimensions for each structure). Use additional paper if necessary.

See site plan

### Duration of Use and Hours of Operation

**Duration of Use:** How long do you proposed to operate your conditional use. How long a time frame for the operation of your proposed conditional use are you requesting?

This facility will be permanently occupied by Sweetwater County Fire District #1.

**Hours of Operation:** What are your proposed portions of the year, days of the week and hours of operation?

Training Center normal hours of operation will be scheduled training sessions every Wednesday from 6-9 pm. Weekend trainings will be as scheduled, with occasional night training evolutions; these night operations will be the exception rather than the rule. Fire station hours of operation will be consistent with response of Sweetwater County Fire District #1 to local and mutual aid incidents.

### Water, Sewer and Fire Protection Information

**Water Supply:** Describe your source and supply of water. Provide state permit numbers for wells or surface water appropriations. If within a public water district service area, then please provide proof that you have secured a service connection (water tap) for the property.

Sweetwater County Fire District #1 has petitioned White Mountain Water & Sewer District for annexation into their district pending the acquisition of this property from the BLM. An engineering study has been paid for and acceptance into White Mountain Water & Sewer approved pending this acquisition.

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**Sewage Disposal:** Describe your method of sewage disposal. Provide County Health Department permit numbers for septic or other private systems. If within a public sewer district service area, provide proof that you have secured a service connection (sewer tap) for the property. For septic or other private permits contact the County Health Department at (307) 872-6316

Sewage disposal will be included with the annexation by White Mountain Water & Sewer District.

**Fire Protection.** All developments shall comply with the International Fire Code. How do you plan to provide fire protection to your development? Describe your water source for fire protection. If you have questions concerning fire protection, please contact the County Code Enforcement Specialist at 307-872-3920.

This land lies within the area protected by Sweetwater County Fire District #1.

### **Parking, Loading and Vehicles**

**Vehicles:** Describe the vehicles associated with your existing and proposed use. Include a description of the number, type, frequency of daily trips, and where stored. Show on site plan.

Fire Suppression equipment including aerial, pumping, wildland, rescue, and other fire suppression/incident mitigation equipment. Permanent storage of Apparatus upon completion of the fire station for responses to incidents occurring within Fire District #1 and mutual-aid with neighboring agencies.

**Parking:** Describe how many parking spaces your proposed use will require, (contact the County Engineer) and estimate how many of these will be for customers and how many will be for employees. With what material (asphalt, concrete or gravel) do you propose to surface your parking spaces? Show parking spaces on site plan.

Parking will be established for 50-60 personal vehicles with completion of the fire station. See site plan "Future Fire Station & Classroom."

**Loading Areas:** Describe the types of vehicles that will be involved in loading and unloading materials on your property. Explain what they will be picking-up or delivering and the frequency and hours of this activity. Show on site plan. Identify the number, size, and location of loading spaces required (contact County Engineer) on your site plan.

Loading operations will be associated with training and suppression operations. Re-filling apparatus with water may occur during all hours when the station is completed and apparatus staged at the facility. Loading operations associated with training evolutions will occur during normal business hours throughout the week and the same hours on weekends in conjunction with scheduled weekend trainings.

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**Access Plan to Property:** If heavy truck or vehicle traffic needs to access your proposed development through or adjacent to residential areas, please describe and show on your site your plans for mitigating traffic and safety concerns through these residential areas.

See site plan.

## Health and Safety Issues

**Combustible/Flammable/Hazardous/Explosive/Radioactive: Fuels, Wastes and Materials:** For these materials describe the type, quantity, location and manner of storage, and emergency mitigation plan. Blueprints of storage facility must be submitted including dimensions and setbacks. For hazardous materials, file a Hazardous Materials Inventory Form or show proof that you report under separate regulations (Tier III or other). For more information contact Judy Valentine, Sweetwater County Emergency Management Coordinator at (307) 352-6821. (Use additional paper if necessary.)

LPG <1200 gals in a surface storage tank; positioned in accordance with applicable International Fire Code standards and Sweetwater County requirements.

**Waste/Garbage Disposal:** Describe the type and quantity of wastes that will be generated by your proposed use and how you propose to dispose of these wastes. Explain how frequently wastes will be to be disposed of and how stored until disposed. Provide plan and use additional paper if necessary.

Waste disposal will be contracted through a commercial waste disposal company. Current service for Fire District Headquarters is through Wyoming Waste Connections

**Outside Work:** Describe any outside or exterior work that may occur on your premises. What type of external effects (off premises) will this outside work have? Show on site plan.

Hands-on training evolutions including live-fire operations, auto & heavy equipment extrication, apparatus driver training, hose lay training, pump-testing, and other operations consistent with fire and rescue training scenarios.

**Noise, Lights, Odors, Glare, Emissions etc:** Describe any noise, lights, odors, glare, emissions or other external affects (off premises) that will be produced by your proposed use. Explain how you will mitigate these issues and potential nuisances.

Lighting will be used per current requirements of the Sweetwater County Community Development Plan. Building exterior finish will be earth-tone in color with non-reflective roofing. Noise consistent with training operations. Natural foliage planted along the perimeter of the property to include accepted varieties of trees and/or shrubs to improve view and shield noise from operations at the facility from neighboring homes and occupancies. Property will be fenced with 8' chain-link fencing; privacy inserts or other additions as necessary to improve view-shed. All buildings, equipment and permanent training props will be maintained in a presentable state of paint and repair to avoid nuisance and eyesore issues. Weed control will be employed to prevent the occurrence of noxious weeds and other associated nuisance.

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**Flood Plain/Wetland:** Is your property located in a flood plain? If yes, see disclaimer provided as a part of this application.

NA

**Drainage:** Describe how surface runoff will drain from your property. Show direction of drainage on site plan. For Commercial and Industrial Uses an Engineer Certified drainage plan will be required.

See attached

**Hillside Protection:** Is your property within the Growth Management Area? Does your property contain land areas with slopes 15% or greater? If so, Sweetwater County's Supplement Slope Regulations apply. (Show areas on site plan.) Will your proposed development disturb or affect these slope areas? (Show areas on site plan.) If yes, explain how you plan to mitigate potential erosion, runoff, fire hazard, slope stability, air quality, drainage or other problems that may result from the utilization of or affect upon these hillsides. A Certified Hillside Management Plan and/or Wyoming Licensed Engineered is required in preparing your site and access plans.

NA

**Dust and Erosion Control Plan:** Describe in detail your plans stabilize your site in order to control blowing dust and runoff from your property. Explain what erosion and dust control measures you plan to take. Describe any structures you plan to build to control manure or other runoff. On your site plan show over lot drainage and how enters on to neighbors property.

The surface will covered by road base, concrete, and asphalt. See site plan for details.

### **Aesthetic Consideration**

Sweetwater County encourages development in a manner that maintains or improves the quality of aesthetic appearances of our communities. Listed below are some suggested site plan elements that will enhance development. These are often considered by the Planning and Zoning Commission and the Board of Commissioners. The developer is encouraged to address the following items in their project and to implement their own ideas to improve aesthetics:

**Landscaping:** Describe how you plan to landscape and maintain any proposed landscaping. Show landscaping on site plan.

Natural foliage planted along perimeter of the property to include accepted varieties of trees and/or shrubs to improve view and shield noise from operations at the facility from neighboring homes and occupancies.

**Lighting:** Describe your plans for exterior lighting. To avoid glare, the County encourages down focused sodium vapor lighting. At least one exterior light is recommended for security purposes. Show location of lighting on site plan.

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Down-focused, full-cut-off lighting will be selected in accordance to current requirements of the Sweetwater County Community Development Plan.

**Building Style:** Describe the type, construction and exterior finish of your proposed structure. Structures which are well built and aesthetically pleasing are encouraged. Earth tone exterior finishes blend in well. Attach sketches or architectural plans for your building:

Structures on the Training Grounds will be steel frame and/or concrete/CMU, with some metal siding. Roof coverings will be non-reflective. The exterior finish will not be subject to heating and cooling associated with live-fire training. The exterior and roof will be maintained in a presentable state of paint and repair to avoid nuisance and eyesore issues.

**Signs:** Describe the nature and location of signs you will have on your property. Consider how these will enhance your business and the entrances to our communities.

Signage will be placed on the exterior of the training tower and fire station. Main sign and verbiage will be consistent with current exterior signage at 3010 College Dr., Fire District Headquarters. See attached photos.

**Outside Storage:** Please describe the materials or equipment that will be in exterior storage on your property. How do you plan to screen these items from view? Show the locations of exterior storage areas on your site plan.

Outside storage will include one LPG tank

**Screening/Fencing:** Describe your plans for screening exterior storage. Include in your description the materials you plan to construct the screen out of, the color of the screening, the height of the screening and how you plan to maintain the screening. Attach separate screening plans. Show areas to be screened on site plan.

The LPG tank will be maintained in an acceptable state of paint & repair to avoid nuisance and eyesore.

**Scenic and Highway Frontage Areas:** Describe in detail your plans for developing within areas that have these special values. How will you make your development blend in with environmentally sensitive areas? Visually describe your plans by attaching colored plans and drawings. Provide detail on site plan.

Frontage with all streets will be softened by fencing and landscaping as described in the sections "Landscaping" and "Screening/Fencing." Initially the entire area will have 8' chain-link fencing with privacy screening as necessary. Upon completion of the fire station, the fencing around that portion will be reduced to 4' or eliminated as appropriate, with an 8' divider between the fire station parking area and the training ground. All access points to the training ground will have gates which will be kept closed and locked when not in use.

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## **Growth Management Area: Agriculture Supplemental Regulations**

**If you plan to establish animals for commercial or private use on Agriculturally zoned land within the Growth Management Area, please answer the following questions:**

**Conditional Use Permit Overlay for Animals for Private Use on Agriculturally zoned land within the Growth Management Area:** If you plan to establish animals for private use please check one of the following that applies to the location of your parcel:

NA

- Agriculturally zoned land within 1/4 mile of a CRS, B, C, I-1, R-1, R-3, or MH zoning district.
- Agriculturally zoned land one mile from the boundaries of an incorporated city.
- Agriculturally zoned land outside of one of the above areas. If you check this box, a Conditional Use Permit is not needed.

**Conditional Use Permit Overlay for Animals for Commercial Purposes on Agriculturally zoned land within the Growth Management Area.** If you are planning to establish animals for commercial purposes on agriculturally zoned land within the Growth Management Area. Please describe your proposed Commercial Use below. Such commercial use could include corrals for profit or gain, boarding or keeping of animals, kennels and etc. Commercial Feeding Operations require a zone change.

NA

**Proposed Animal Use:** Describe proposed animal use. Include the numbers, types of animals, projected litter sizes and the time frames of animal use and occupation. Show animal use areas on site plan.

NA

**Animal Waste Management:** Describe your plans for disposing of solid and liquid animal wastes. Detail your plans for properly managing odors and blowing waste dust and debris. Show on your site plan waste disposal areas and associated diking or other control structures or plans to control the offsite affects of animal wastes. A certified nutrient management plan may be required.

NA

**Animals Feeding Plan:** Describe feed and hay storage, feeding operation and plan for minimizing dust and debris resulting from such activities:

NA

**Animal Mortality Plan:** Describe your plan for removing dead animals associated with your operation:

NA

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## IMPORTANT NOTICES

**WETLANDS NOTICE** The U.S. Army Corps of Engineers has strict regulations regarding wetlands use and development. What the Corps considers a "wetland" may not be easily recognized as such. Sweetwater County DOES NOT administer any federal wetlands policies or programs. Sweetwater County DOES NOT require any federal wetland permits or approvals when considering your proposed land use. Issuance of a permit DOES NOT indicate that you are in compliance with the Corps' regulations. YOU ARE RESPONSIBLE for identifying wetlands and complying with all applicable regulations. Contact the Corps' Wyoming Regulatory Office in Cheyenne at (307) 772-2300, 2232 Del Range Blvd., Suite 210, Cheyenne, Wyoming 82009.

**FLOOD PLAIN INSURANCE** Sweetwater County DOES NOT participate in the Federal Flood Insurance Program. National Flood Insurance is not available. In the event of a flood and damage to your property, federal financial aid may not be available. Consult your private insurance carrier. Sweetwater County DOES NOT identify or catalog flood plains or areas prone to flooding. Sweetwater County discourages development in a flood plain as a matter of common sense; but does not prohibit it and your permit will not be denied simply because you may be building in a flood plain. YOU ARE RESPONSIBLE AND LIABLE for the natural consequences of building in a flood plain or an area prone to flooding.

**STATE FIRE CODE REQUIREMENTS** Wyoming Statute §35-9-108 requires that new construction or remodeling plans for all publicly owned buildings or buildings that are regularly frequented by the public (such as child care centers, night clubs, restaurants, bars, lodge halls, theaters, churches, meeting halls, etc.) be reviewed and approved by the State Fire Marshall (Wyoming Department of Fire Prevention and Electrical Safety, (307) 777-7288, Herschler Buildings, 1st Floor West, Cheyenne, Wyoming 82002). YOU ARE RESPONSIBLE for determining the need for review of your plans by the State Fire Marshall. If your plans are subject to review then submit two (2) complete sets of construction plans to the Sweetwater County Code Enforcement Specialist at 80 Flaming Gorge Way, Suite 23, Green River, WY 82935 (307) 872-3920. The Code Enforcement Specialist will coordinate with the State Fire Marshall's office. YOU ARE RESPONSIBLE for complying with state laws and regulations. Issuance of a County permit does not waive the state review and approval requirement nor does it indicate that you are in compliance with state codes and regulations. If the State Fire Marshall requires changes to a county approved site plan or permit, a revised application and site plan must be submitted to the County.

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**JUL - 2 2012**

**SWC LAND USE**

### Applicant Certification

The undersigned hereby certifies and acknowledges that they:

- Are responsible for identifying and complying with all applicable federal, state and local regulations concerning the use of and/or construction upon their property.
- Received a copy of the applicable zoning district regulations; have read and understand them; and, will abide by them.
- Provided information that is true, accurate and complete with the intent that the County relies upon such information.
- Accurately identified the legal boundaries of their property.
- Actually located in the ground from a previous survey, or had surveyed and set in the field, permanently and properly marked and monumented lot corners.
- Provided a true, accurate and complete site plan based on legal boundaries and actual lot corners.
- 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 process this application and to determine compliance with county regulations or conditions of this permit once it is granted.
- Will comply with Conditional Use Permit Conditions as set by the Board of County Commissioners.

  
 Signature of Applicant (Required)

July 6, 2012  
 Date

\_\_\_\_\_  
 Signature of Land Owner of Record (Required)      Date

James Wamsley  
 Print Name

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Signature of Agent      Date

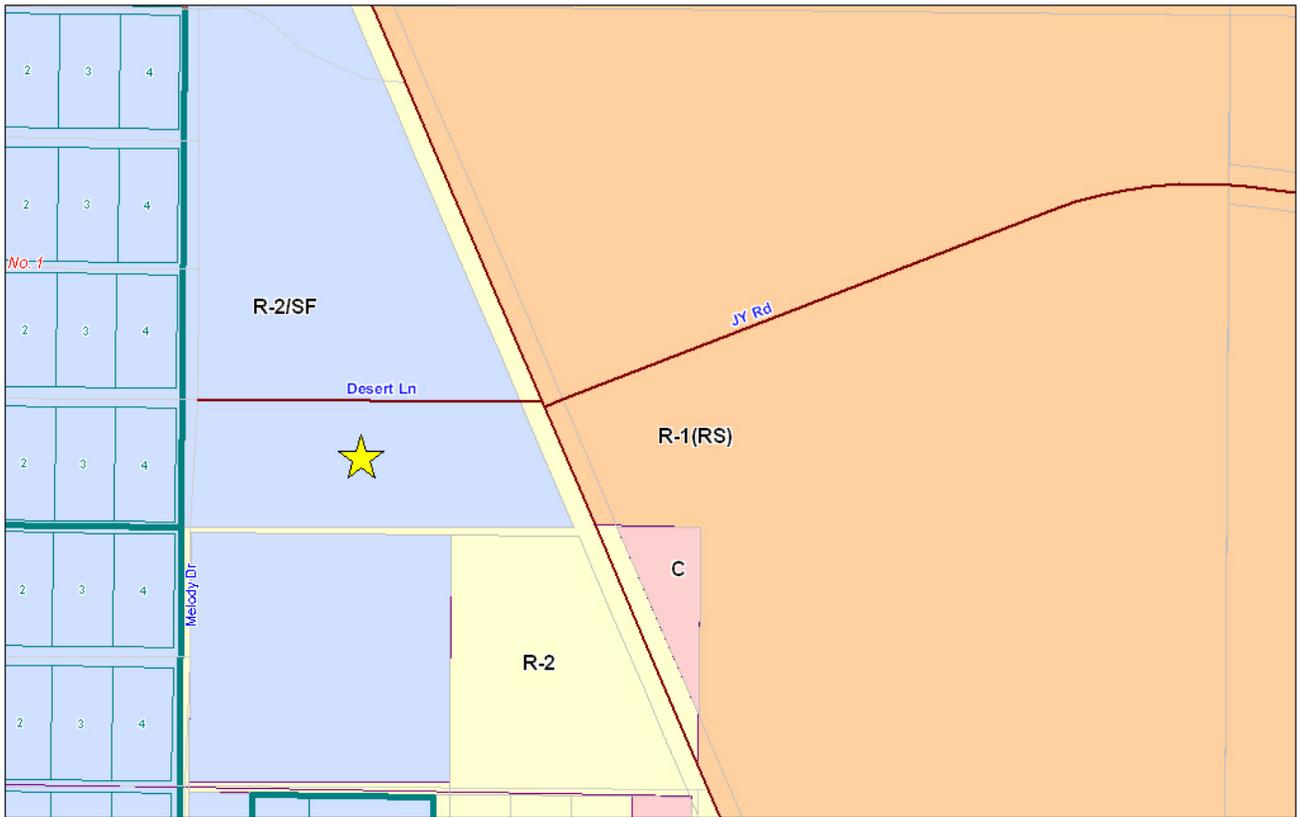
\_\_\_\_\_  
 Print Name

**NOTE:**

Applicant = Person legally responsible for construction & operation  
Agent = Attach written legal authority to act on behalf of the applicant/owner.  
Land Owner of Record = In cases where a signature is hard to obtain, a copy of Lease granting permission for project may substitute for signature.

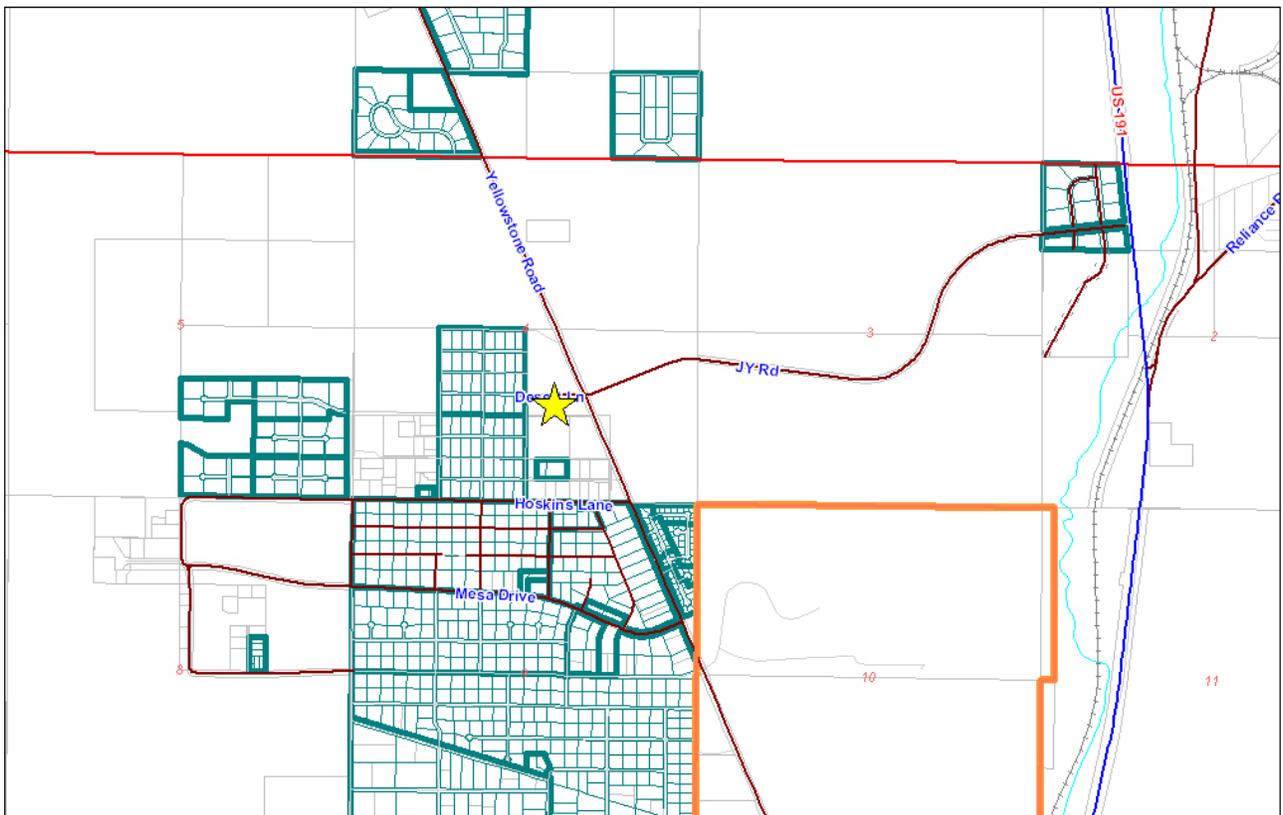
*Note: Provide proof of ownership if you acquired the property within the last year. Applications not signed by the person (or by an authorized agent on behalf of the entity) identified as the owner by the Sweetwater County Assessor's Office will be returned.*





**Sweetwater County Fire District 1  
Conditional Use - Fire Training Facility**

**Exhibit B  
Zoning Map**



**Sweetwater County Fire District 1  
Conditional Use - Fire Training Facility**

**Exhibit C  
Vicinity Map**