

**NOTICE - SWEETWATER COUNTY
BOARD OF COUNTY COMMISSIONERS
WILL MEET IN REGULAR SESSION
Tuesday, November 6, 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 CALL TO ORDER
 QUORUM PRESENT
 PLEDGE OF ALLEGIANCE
 APPROVAL OF AGENDA
 APPROVAL OF MINUTES: 10-16-12

ACCEPTANCE OF BILLS

 Approval of County Vouchers/Warrants
 Approval of Monthly Reports
 Approval of Bonds
 Approval of Abates/Rebates

PUBLIC HEARING

 Budget Amendment- Grants
 Budget Amendment- Sheriff's Office

COMMISSIONER COMMENTS/REPORTS

8:40

COUNTY RESIDENT CONCERNS

9:30

ACTION/PRESENTATION ITEMS

9:40 Board Appointment- Memorial Hospital

9:45 Board Concurrence with SWCO Community IAP
 Distribution Ratio

9:55 Approval of Tyler Contracts

10:10 Vulnerability Assessment and Penetration
 Testing Authorization

10:20 Supplemental Insurance Discussion

- 10:30** Approval and Signing of 2013 Annual Operating Plan with Ashley National Forest
- 10:40** Approval of Contract Agreement with Telmate LLC for the Inmate Communications System
- 10:50** Approval to Hire Replacement for Detention Control Room Operator
- 10:55** Approval to Fill (2) Detention Officer Positions

PUBLIC HEARING

- 11:00** Request Approval of the 2012 BRC Business Committed Grant Application Documents for Ur-Energy (Lost Creek ISR, LLC)

ACTION/PRESENTATION ITEMS CONTINUED

- 11:30** Request the Approval of the 2012 Land and Water Conservation Fund Grant Agreements and Affirmation of Audit
- 11:40** Approval of Relinquishment of ROW for an Impound Site in Wamsutter
- 11:45** Approval of MOU with WYDOT Regarding Recycled Asphalt Pavement
- 11:50** Advertisement /Job Description for Vacant Fire Warden Position
- 11:55** Request Permission to Replace (2) GR Part-time Custodian Positions

LUNCH

1:30 PUBLIC HEARING

Jeffrey Fritz- Growth Management Plan- Master Transportation Plan Map Amendment- Exhibit D

Marty Egbert- Simple Land Division- Ackerman Acres Subdivision, Lot 3

QEP Field Services Company- Zoning Map

Amendment- Agriculture (A) to Mineral
Development (MD-1)

Gerry Fedrizzi- Final Plat- Resource
Engineering Subdivision

Gerry Fedrizzi- Conditional Use Permit-
Welding and Fabrication

2012 International Fire Code Certification
of Adoption with Exceptions

Simon Trust/Sterling Construction- Request to
Table Conditional Use Permit-
Temporary Construction Yard

ACTION/PRESENTATION ITEMS CONTINUED

2:15 Review Approval of Loan Agreement with
the SWCO CDC

2:20 Invite Commissioners to Attend State Drug
Court Conference

2:25 Clearview Improvement and Service District
Financial Status and Infrastructure Discussion

2:55 Request Authorization to Re-Staff VSO
Position

3:00 Lease Approval Equipment

OTHER

3:10

EXECUTIVE SESSION(S) AS NEEDED

ADJOURN

October 16, 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

Chairman Johnson noted that the agenda will be amended, at the request of the presenters, to remove the Events Complex update as well as the supplemental insurance discussion. With those two amendments, Chairman Johnson entertained a motion to approve the amended agenda. ***Commissioner West so moved. Commissioner Kolb seconded the motion.*** With no discussion, the motion was approved unanimously.

Approval of Minutes 10-2-12

Commissioner Kolb made the motion to approve the minutes dated 10-2-12. Commissioner Van Matre seconded the motion. With no discussion, the motion was approved unanimously.

Acceptance of Bills

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

Commissioner West moved to accept the bills including the county vouchers/warrants, monthly reports, bonds and the abates/rebates. Commissioner Kolb seconded the motion. With no discussion, the motion was approved unanimously.

WARR#	NAME	DEPT	TOTAL
51152	Jury Witness Fees	Clk Dist Crt	93.30
3	Jury Witness Fees	Clk Dist Crt	46.65
4	Jury Witness Fees	Clk Dist Crt	93.30
5	Jury Witness Fees	Clk Dist Crt	46.65
6	Jury Witness Fees	Clk Dist Crt	60.00
7	Jury Witness Fees	Clk Dist Crt	93.30
8	Jury Witness Fees	Clk Dist Crt	46.65
9	Jury Witness Fees	Clk Dist Crt	46.65
51160	Jury Witness Fees	Clk Dist Crt	46.65
1	Jury Witness Fees	Clk Dist Crt	46.65
2	Jury Witness Fees	Clk Dist Crt	30.00
3	Jury Witness Fees	Clk Dist Crt	30.00
4	Jury Witness Fees	Clk Dist Crt	57.75
5	Jury Witness Fees	Clk Dist Crt	60.00
6	Jury Witness Fees	Clk Dist Crt	46.65
7	Jury Witness Fees	Clk Dist Crt	30.00
8	Jury Witness Fees	Clk Dist Crt	46.65
9	Jury Witness Fees	Clk Dist Crt	85.50
51170	Jury Witness Fees	Clk Dist Crt	46.65
1	Jury Witness Fees	Clk Dist Crt	46.65
2	Jury Witness Fees	Clk Dist Crt	46.65
3	Jury Witness Fees	Clk Dist Crt	30.00
4	Jury Witness Fees	Clk Dist Crt	46.65
5	Jury Witness Fees	Clk Dist Crt	46.65
6	Capital Business Systems	Treas, Shrf Emg Mgt	76.37
7	Centurylink	Commiss, Clk, Treas, Shrf, Co Atrny, Grants Proj, GR Cir Court, IT Dept, Clk Dist Crt, Flt Veh Main, Comm Dev&Eng, Human Resour, Purchasing	175.72
8	Centurylink	Assess, Juv Prob, Road & Bridg, Elect, Grants Admin, Land Use, RS Off Bld A, Shrf Emg Mgt, Fire Marshal, RS Mnt/C Pur, Comm Nur-Hom	741.47
9	City Of Green River	GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg, GR JV Maint	2,309.19
51180	City Of Green River	GR Fcl Mt CH	536.50
1	Directv	Shrf Emg Mgt	12.00
2	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	5,659.07
3	Rocky Mtn Power	Comm Dev&Eng, GR Rsvlt Mai, GR Fcl Mt CH, RS Rd & Brdg	3,462.74
4	Sweetwater Television Co	Shrf	8.50
5	Union Telephone Company Inc	Elect	44.23
6	Verizon Wireless	Fire Marshal	38.28
51187	Wright Express Fsc	Flt Veh Main	5,312.21
51191	Bank Of The West	Gen Accts	2,262.39
2	Bridger Valley Electric Assn	Fire Marshal	27.11
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 Shrf Dtn Mnt, Elect, Comm Dev&Eng,	342.42
4	Centurylink	Human Resour, Purchasing, Grants Admin, Land Use, RS Off Bld A, Shrf Emg Mgt, Fire Marshal, Vet Services, Comm Nur-Hom	461.39
5	Questar Gas	GR JV Maint, GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg	916.93
6	Rocky Mtn Power	Shrf Dtn Mnt, RS Mnt/C Pur, Comm Dev&Eng, RS R&B Lagoo	6,088.91
7	Sweetwater Television Co	Shrf Dtn Mnt	102.13
8	Wyoming Waste Services -	RS Veh Maint, RS Off Bld A, Thmpsn Bld A	438.39
9	Ace Hardware	Shrf Dtn Mnt	276.91
51200	Advanced Medical Imaging	Coroner	173.00
1	Alcohol & Drug Testing Svc	Road & Bridg	223.00
2	Allen, Cheryl	Vet Services	159.84
3	Alpine Pure Soft Water	Shrf Dtn Mnt	306.25
4	Alpine Pure Water	GR Cir Court	85.50
5	Bailiff, Gary M	Commiss	433.36
6	Barker, Rick	Shrf Emg Mgt	207.31
7	Best Western - The Inn At	Assess	770.00
8	Bloedorn Lumber	Shrf Dtn Mnt	189.00
9	C & J Enterprises	GR Fcl Mt CH	2,184.00
51210	Carrier Corporation	GR Fcl Mt CH, Shrf Dtn Mnt	720.00
1	City Of Green River	Shrf	337.12
2	City Of Rock Springs	Shrf Dtn Mnt	25.00
3	City Of Rock Springs	Animal Cntrl	1,808.72
4	Communication Technologies	Shrf Emg Mgt	200.00
5	Copeland, Jennifer	Grants Proj	250.00
6	Culligan Water Conditioning	Shrf Dtn Mnt	2,490.00
7	David Allison Enterprises	Gen Co Admin	810.00
8	Dell Marketing L P	Shrf Dtn Mnt, Juv Prob	2,240.91
9	Delta Dental	Intr Gv Pool	27,802.07
51220	Desert View Animal Hospital	Shrf	1,075.19
1	Dickey's Barbeque Pit	Grants Proj	285.00
2	Division Of Criminal Invest	Employee Ben	60.00
3	Don Pedros	Clk Dist Crt	76.55
4	Dulaney, Todd	Shrf Emg Mgt	207.31
5	Edman, Patricia X	Juv Prob	87.50
6	Election Systems & Software	Elect	8,579.28
7	Employers Council Service	Employee Ben	50.00
8	Erickson, Andrea K	Juv Prob	230.33
9	F B McFadden Wholesale Co	GR Fcl Mt CH, Road & Bridg, Shrf Dtn Mnt	603.02
51230	F B McFadden Wholesale Co	Shrf Dtn Mnt	6,722.92
1	Food Bank Of Sweetwater Co	Grants Proj	7,320.00
2	Golden Hour Senior Citize	Senior Cntrs	23,734.83
3	Govconnection Inc	Clk	70.00
4	Gras, Gerald N	Shrf Emg Mgt	207.31
5	Great Lakes Sports	Shrf Dtn Mnt	199.50
6	Green River Star	Elect	927.00
7	Gruber Technical Inc	IT Dept	997.60
8	High Country Behavioral	Vet Services	500.00
9	High Security Lock & Alarm	Shrf Dtn Mnt	5.00
51240	Horizon Laboratory LLC	Coroner	1,250.00
1	Ibarra, Josefina	Coop Ext/4H	533.63
2	IBC Wonder / Hostess	Shrf Dtn Mnt	647.60
3	ISC Inc	IT Dept	50,600.04
4	Jenny Service Co	Shrf Dtn Mnt	2,536.05
5	Johnson, Wally J.	Commiss	540.34
6	Knapp Supply & Equipment	Capital Proj, Shrf Dtn Mnt	12,240.57
7	Koivusaari, Reijo	Shrf Emg Mgt	207.31
8	Kroger - Smith's Customer	Clk Dist Crt	44.78
9	Kroschel, Faith	Coop Ext/4H	83.80
51250	McGarvey, Pamela	Coop Ext/4H	422.96
1	McKee Foods Corporation	Shrf Dtn Mnt	510.72
2	McKee Medical Center	Coroner	213.80
3	Meadow Gold Dairy	Shrf Dtn Mnt	1,430.02
4	Memorial Hospital Of SW	Employee Ben	144.00
5	Mitchelson, Carol R	Juv Prob	299.70
6	Mobil Satellite Technolog	Shrf Emg Mgt	720.00
7	Model Service Inc	GR Fcl Mt CH	55.00
8	New Horizons Computer Lea	IT Dept	14,835.00
9	Nicholas & Company	Shrf Dtn Mnt	2,113.47
51260	Nutech Specialities Inc	Road & Bridg	311.88
1	Office Max Inc	Shrf Dtn Mnt	659.52
2	Pineda, Bobby Wayne	Public Defnd	600.00
3	Plan One/Architects	Capital Proj	4,025.00

4	Quill Corporation	Clk, Shrf, Shrf Dtn Mnt, Land Use, Co Atrny, IT Dept, Treas, Fire Marshal, Elect	250.91
5	Quill Corporation	Vet Services, Land Use, Shrf Dtn Mnt, Juv Prob, Clk, Fire Marshal, GR Fcl Mt CH, Shrf Emg Mgt, Elect	1,686.57
6	Quill Corporation	Treas, Co Atrny	923.39
7	Quiznos	Grants Proj	167.92
8	R & D Sweeping & Asphalt	Capital Proj	7,800.00
9	Ramada Plaza Riverside	Assess	385.00
51270	Real Kleen Inc	Shrf Dtn Mnt	791.30
1	Rock Springs IV Center	Shrf Dtn Mnt	19.80
2	Rock Springs Newspapers Inc	Grants Proj	127.00
3	Rock Springs Newspapers Inc	Gen Co Admin, Human Resour, Elect	1,541.14
4	Rock Springs Newspapers Inc	Gen Co Admin, Elect	2,261.90
5	Rock Springs Newspapers Inc	Shrf	130.17
6	Rock Springs Sweetwater Co	RS SWC Airt	218,159.00
7	Rock Springs Winlectric Co	Shrf Dtn Mnt	175.20
8	Rock Springs Winnelson Co	GR Fcl Mt CH	125.98
9	Rocky Mountain Wash, LLC	GR Fcl Mt CH	17.50
51280	Sherman, Stacey	Vet Services	352.58
1	Six States Distributors Inc	Fire Marshal	50.44
2	Skaggs Companies	Shrf	589.80
3	Skywest Airlines Inc	Transport	731,033.00
4	Smyth Printing Inc	Juv Prob, Clk	222.50
5	Snow King Resort Inc	Commiss, Treas, Shrf, Co Atrny	2,894.54
6	Snow King Resort Inc	Commiss, Clk, Elect	2,197.20
7	Sterling Communications	Coop Ext/4H, Fire Marshal, Road & Bridg, Shrf	2,274.95
8	Super 8 Wheatland	Coop Ext/4H	231.00
9	Sweetwater Co Historical	Commiss	29.95
51290	Sweetwater Co School Dist	Grants Proj	4,264.17
1	Sweetwater County	Transport	62,073.13
2	Sweetwater County Health	Comm Nur-Hom	121,241.47
3	Sweetwater Plumbing & Heat	Shrf Dtn Mnt	31.40
4	Sweetwater Transit Authority	Transport	31,250.00
5	Sweetwater Trophies	Purchasing, Clk Dist Crt, Commiss	230.48
6	Swick's Matco Tools	Fire Marshal	79.72
7	Tegeler & Associates	Comm Dev&Eng	100.00
8	The Radio Network	Shrf	360.00
9	Thos Y Pickett & Company	Assess	14,000.00
51300	Treatment Court Of Sweetw	Judicial Cts	7,000.00
1	Tubbs MD LLC, Kennon C	Shrf Dtn Mnt	4,200.00
2	U S Foods Inc	Shrf Dtn Mnt	1,969.70
3	Uinta Engineering & Surve	Capital Proj	11,677.00
4	United Site Services Of N	Wamsuttr R&B	184.00
5	Us Testing Equipment LTD	Capital Proj, Shrf	2,445.00
6	Weimer, Jeanie L	Shrf Emg Mgt	76.06
7	Wireless Advanced Communi	Grants Proj	625.00
8	Young At Heart Senior Cit	Grants Proj	1,241.53
51309	Youth Home Inc	Human Svcs	50,250.00
GRAND TOTAL			1,506,678.47

The following unlisted warrants are payroll warrants: 51188-51190

The following bonds were placed on file:

Lowell Clawson	SWCO Solid Waste District #2- Secretary/Treasurer	\$10,000.00
Robert Robinson	SWCO- County Surveyor	\$ 1,000.00

TAXPAYER	TAX AMOUNT	TAXPAYER	TAX AMOUNT
BP AMERICA PROD CO	-1,234.74	ANADARKO E&P CO LLP	-1,022.32
ANADARKO E&P CO LLP	-1,103.42	ANADARKO E&P CO LLP	-561.80
ANADARKO E&P CO LLP	-1,638.94	ANADARKO E&P CO LLP	-557.70
ANADARKO E&P CO LLP	-1,205.04	ANADARKO E&P CO LLP	-897.46
ANADARKO E&P CO LLP	-1,528.72	ANADARKO E&P CO LLP	-915.86
ANADARKO E&P CO LLP	-1,322.56	ANADARKO E&P CO LLP	-544.28
ANADARKO E&P CO LLP	-661.28	ANADARKO E&P CO LLP	-791.44
ANADARKO E&P CO LLP	-1,219.10	ANADARKO E&P CO LLP	-735.02
ANADARKO E&P CO LLP	-831.32	ANADARKO E&P CO LLP	-531.14
ANADARKO E&P CO LLP	-618.82	ANADARKO E&P CO LLP	-743.68
ANADARKO E&P CO LLP	-842.24	ANADARKO E&P CO LLP	-677.94
ANADARKO E&P CO LLP	-373.16	ANADARKO E&P CO LLP	-527.70
MCCURTAIN WILLIA R & JAMES R	-56.52	ANADARKO E&P CO LLP	-502.18

ANADARKO E&P CO LLP	-49.64	ANADARKO E&P CO LLP	-475.60
ANADARKO E&P CO LLP	-91.38	ANADARKO E&P CO LLP	-429.18
ANADARKO E&P CO LLP	-4,596.20	ANADARKO E&P CO LLP	-394.96
ANADARKO E&P CO LLP	-1,111.08	ANADARKO E&P CO LLP	-551.66
ANADARKO E&P CO LLP	-1,935.24	MERIT ENERGY CO	-108.80
ANADARKO E&P CO LLP	-3,426.84	KERR MCGEE OIL & GAS ONSHORE CO	-227.38
ANADARKO E&P CO LLP	-3,555.24	KERR MCGEE OIL & GAS ONSHORE CO	-927.84
ANADARKO E&P CO LLP	-2,977.04	GMT EXPLORATION CO LLC	-215.74
ANADARKO E&P CO LLP	-1,035.94	GMT EXPLORATION CO LLC	-139.60
ANADARKO E&P CO LLP	-1,110.66	ANADARKO E&P CO LLP	-486.98
ANADARKO E&P CO LLP	-662.86	GMT EXPLORATION CO LLC	-119.24
ANADARKO E&P CO LLP	-138.76	GMT EXPLORATION CO LLC	-446.86
ANADARKO E&P CO LLP	-326.64	QUESTAR EXPLORATION & PROD CO	-6.14
ANADARKO E&P CO LLP	-412.48	SINCLAIR OIL CORP	-0.14
ANADARKO E&P CO LLP	-394.66	SINCLAIR OIL CORP	-0.06
ANADARKO E&P CO LLP	-486.86	DUNIVIN JOHN & SHANA	-434.68
ANADARKO E&P CO LLP	-11,924.28		

Public Hearing

Budget Amendment- Homeland Security Grant

Accounting Manager Bonnie Phillips presented Resolution 12-10-CL-03, Sweetwater County Budget Amendment for a 2011 Homeland Security Grant. Chairman Johnson opened the public hearing. Hearing no comments, the hearing was closed. Chairman Johnson entertained a motion to approve Resolution 12-10-CL-03 as presented by Ms. Phillips. *Commissioner Kolb made the motion to approve Resolution 12-10-CL-03. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

**RESOLUTION 12-10-CL-03
SWEETWATER COUNTY
BUDGET AMENDMENT**

DUE to the receipt of a 2011 Homeland Security grant, in the amount of \$35,000,

WHEREAS, the Commission approved the grant funding at the October 2, 2012 Regular Commission Board meeting,

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:

2011 Homeland Security Grant (11-GPD-SWE-SC-HSG11) \$35,000

Revenue Increase Grant Fund:

2011 Homeland Security Grant (11-GPD-SWE-SC-HSG11) \$35,000

Dated at Green River, Wyoming this 16th day of October, 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

Commissioner Comments/Reports**Commissioner Van Matre**

Commissioner Van Matre reported that he attended a joint meeting with the Wyoming Department of Health and Memorial Hospital to discuss concerns with the current medical office building and cancer treatment center project. Commissioner Van Matre reported that he met with IT Director Tim Knight and noted that the committee has selected a provider for the new software program. Commissioner Van Matre expressed his condolences in the tragic passing of Juvenile Probation Director Mike Wilder. Lastly, Commissioner Van Matre reported that he attended the museum board meeting and announced that, on Saturday, October 20, 2012, Key Ingredients: America by Food, A Traveling Exhibit, curated by the Smithsonian Institution and distributed through their Museums On Main Street program is coming to Sweetwater County with festivities in the museum parking lot.

Commissioner Kolb

Commissioner Kolb reported that he attended the following board meetings: Planning and Zoning, Airport Board, and Communities Protecting the Green. Commissioner Kolb noted that the fleet of jets originally set aside for the Rock Springs Airport is no longer available. Commissioner Kolb noted that he spoke with IT Director Tim Knight, Human Resources Director Garry McLean, Accounting Manager Bonnie Phillips, Facilities Manager Chuck Radosevich, Public Works Director John Radosevich, County Treasurer Robb Slaughter, Deputy County Assessor Dave Divis, Purchasing Manager Marty Dernovich, Major Dennis Claman and Land Use Director Eric Bingham. Commissioner Kolb expressed his displeasure during a recent visit with a Reliance resident to discuss a property line dispute. Commissioner Kolb expressed his disappointment that the deputies didn't recognize him as a commissioner and noted that he will continue to be conducting county business and hopes that the deputies will recognize him along with fellow commissioners. Lastly, Commissioner Kolb expressed his condolences in the tragic passing of Juvenile Probation Director Mike Wilder.

Commissioner Bailiff

Commissioner Bailiff expressed his condolences in the tragic passing of Juvenile Probation Director Mike Wilder. Commissioner Bailiff reported that he spoke with Commissioner Kolb regarding the incident in Reliance. Commissioner Bailiff noted that he spoke with an Arrow Head Springs resident and that he will be attending a meeting with enXco the evening of October 16, 2012 concerning Quaking Aspen and will also attend the political forum later that evening.

Commissioner West

Commissioner West expressed his condolences to the Wilder family in the tragic passing of Juvenile Probation Director Mike Wilder. Commissioner West requested that the website be updated to include all of the county boards; particularly the boards in which the commission appoints. Commissioner West thanked the commission for approving the \$6,300 expenditure for the informational 6th cent initiative mailer. Commissioner West explained that he has been busy working as the liaison for the 6th cent initiative and attended a televised forum in Green River last week noting that Rock Springs will also have a televised public forum on Thursday, October 18, 2012. Commissioner West extended his appreciation to Commissioner Van Matre for attending the joint meeting between the Department of Health and Memorial Hospital in his absence. Commissioner West explained that the hospital is encountering similar problems that they encountered in 2005 during the expansion projects with the state and is hopeful that the state will offer assistance to avoid future delays. Commissioner West explained that Memorial Hospital has purchased Dr. Joseph Oliver's practice and they have recently hired their fourth anesthesiologist and a hematologist oncologist and noted that other hires are in progress. Commissioner West reported that he, along with several of his fellow commissioners, attended the Wyoming Coal Information Council dinner. Commissioner West addressed the letter received from the High Desert Rural Health District and requested that Deputy County Attorney Cliff Boevers provide them with a legal written opinion.

Chairman Johnson

Chairman Johnson thanked Commissioner West and Commissioner Van Matre for the discussion on the hospital project and Commissioner Van Matre for attending the meeting. Chairman Johnson questioned Commissioner Kolb on the acquisition of the jets and time frame. Commissioner Kolb explained that airframes are unused from place to place and the fleet is reallocated to another location and anticipates that the Rock Springs Airport will receive the jets by the first of the year. Chairman Johnson explained that he is also involved in the Reliance issue and noted that the property is staked which could jeopardize the adjacent owners utilizing the alley. Chairman Johnson expressed his condolences to the Wilder family in the tragic passing of Juvenile Probation Director Mike Wilder. Chairman Johnson reported that he attended a quarterly BLM meeting in Cheyenne and explained that several issues were discussed including Sage Grouse and timelines for various RMP's. Chairman Johnson acknowledged that, in the State of Wyoming, BLM and Forest Ranger Officers are trying to enforce state law and explained that it is unacceptable. Chairman Johnson reported that NEPA training will be held in Casper, Wyoming, Nov 28-29, 2012. Chairman Johnson expressed that the Seedskaadee scoping workshop continues to move in the right direction. Lastly Chairman Johnson reported that he attended the Wyoming Coal Information Council dinner.

Commissioner Kolb reported that he also attended the Wyoming Coal Information Council dinner.

Break

Chairman Johnson called for a fifteen minute break.

County Resident Concerns

Chairman Johnson opened county resident concerns. Hearing no comments, the hearing was closed.

Action/Presentation Items

Appreciation plaque for Fire Warden Dennis Washam

On behalf of the commission, Commissioner Bailiff presented retired Fire Warden Dennis Washam with a plaque for his 22+ years of dedicated service as the County Fire Warden and wished him well on his retirement.

Request the Approval of the FY 2013 TANF CPI Grant Agreements

Grants Manager Krisena Marchal presented and requested a motion to approve, and have the Chairman sign, the FY 2013 TANF Community Partnership Initiative Grant Agreement and the FY 2013 TANF Community Partnership Initiative Sub grantee Agreement with CLIMB Wyoming. Chairman Johnson entertained a motion to approve, and have the Chairman sign, the FY 2013 TANF Community Partnership Initiative Grant Agreement. *Commissioner West so moved. Commissioner Van Matre seconded the motion.* Following discussion, the motion was approved unanimously. Chairman Johnson entertained a motion to approve, and have the Chairman sign the FY 2013 TANF Community Partnership Initiative Sub grantee Agreement with CLIMB Wyoming. *Commissioner West so moved. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

Request the Approval of the FY 2013 Highway Safety Grant Agreement for the SWCO DSP Program

Grants Manager Krisena Marchal and Sheriff Haskell presented and requested a motion to approve, and have the Chairman sign, the FY 2013 Highway Safety Grant Agreement for the Sweetwater County DSP Program. DSP Case Coordinator Kimmie Felderman was also present to provide an overview and statistics for the program. Following discussion relative to the program and client fees, Chairman Johnson entertained a motion to approve, and have the Chairman sign, the FY 2013 Highway Safety Grant Agreement for the Sweetwater County DSP Program. *Commissioner Bailiff so moved. Commissioner West seconded the motion.* With no discussion, the motion was approved with Commissioner Kolb voting nay.

Commissioner Bailiff explained that BLM and U.S. Forest Service law enforcement have been imposing state law by enforcing state and local laws. Sheriff Haskell stated that, throughout the entire country, they unanimously reject them imposing the law and further expressed that neither BLM nor the U.S. Forest Service law enforcement have the authority to do so.

United Way Update

Southwest Wyoming United Way Co-Director Cathy Tackey, Co-Director Kelly Frink and Campaign Chair Scott Heiner provided an update on their 2012-2013 campaign and various community partners that help to assist individuals and organizations. The commission concurred that United Way is a wonderful organization and encouraged them to speak directly with each elected officials and Human Resources director Garry McLean.

Approval of Financial Software Purchase

IT Director Tim Knight explained that a selection committee was organized to select the final financial software that would best meet county needs. Accounting Manager Bonnie Phillips was also present. Mr. Knight explained that, after completing the needs analysis, several vendors demonstrated their software and it is the committee's recommendation to purchase Tyler Munis and Tyler Taxwise. Mr. Knight noted that the project is estimated to be completed within twelve months. Following discussion, *Commissioner West moved to approve that IT and the County proceed with negotiations with Tyler Financial Software. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

Break

Chairman Johnson called for a five minute break.

Executive Session(s)-Personnel/Legal

Chairman Johnson entertained a motion to enter into executive session for legal and personnel. Commissioner Kolb made the motion to go into executive session. Commissioner West seconded the motion. With no discussion, the motion was approved unanimously. A quorum of the commission was present.

Lunch

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

Public Hearing

Zoning Resolution Language Amendment of Wind Energy Conversion System Regulations and Fees

Land Use Director Eric Bingham presented the zoning resolution language amendment of wind energy conversion system regulations and fees notice of intent. E-coustic Solutions Consultant Richard James was present via Skype. Following a lengthy discussion relative to wind energy, expert opinions and

statistics as well as the time allocated to review the amendments, Chairman Johnson opened the public hearing. Many audience members and representatives were present to either oppose, and or provide statistics to the commission regarding wind energy and infrasound and low frequency noise from wind turbines. Hearing no further comments, the hearing was closed. Chairman Johnson entertained a motion to take this issue under advisement and extend the moratorium on wind farm regulations for an additional six months from December 21, 2012. **Commissioner Kolb made the motion. Commissioner Van Matre seconded the motion.** Following further discussion relative to making a decision, the motion was approved unanimously.

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

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

	DATE	AMOUNT	
EAL	10/19/2012	53,580.20	
EAL	10/22/2012	4,122.75	
EAL	10/24/2012	2,428.36	
EAL	10/25/2012	958.16	
EAL	10/26/2012	55,238.83	
EAL	10/30/2012	2,734.64	
EAL	10/31/2012	861,749.42	
EAL	11/2/2012	11,594.25	
EAL	11/6/2012	924,212.22	
	Payroll Net	968,363.48	Payroll Checks : 51188-51190,51412-51413,51415,51417-51475,51495
TOTAL AMOUNT		\$2,884,982.31	

Vouchers in the above amount are hereby approved and ordered paid this date of 11/06/2012

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
11-6-12

1. Clerk of District Court

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:

September, 2012

Reported to the Board of County Commissioners of said County.

CIVIL FEES\$ 6029.19
Code: DC

BOND FORFIETED\$ 0.00
Code: FO

CRIMINAL FINES\$ 125.00
Code: CF

TOTAL EARNINGS\$ 6154.19
Clerk of District Court Check # 5208

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 28th day of September, 2012.



Donna Lee Bobak, Clerk of District Court

Authorization for Bonds
11-6-12

Vivian Shedden	Town of Granger- Clerk/Treasurer	\$15,000.00
Norman D. Johnson	Reliance Fire District-Treasurer	\$ 5,000.00
John E. Crouch	West Side Water & Sewer District- Treasurer	\$ 5,000.00
Lisa M. Tarufelli	RS,GR, SWCO Combined Communication-Treasurer	\$50,000.00

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. 53919818

That we Vivian Sheddin

of Granger, 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 Town of Granger, the State of Wyoming, in the penal

sum of Fifteen Thousand and 00/100 DOLLARS (\$ 15,000.00), 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 3rd day of August, 2012.

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

in the Town of Granger,

and State aforesaid for the term beginning November 17, 2012, and ending
November 17, 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 Clerk/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.



Vivian Sheddin
Principal

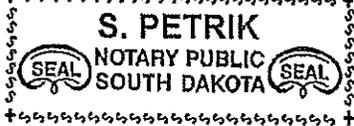
WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Senior Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 3rd day of August, 2012, before me, appeared

Paul T. Bruflat to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



My Commission Expires August 11, 2016

S. Petrik
Notary Public

OATH OF OFFICE

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

Vivian Shedden

State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Vivian Shedden on this 11th day of October, 2012.

My commission expires: Jan 12 2015

Patricia A. Moody
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwater } ss

On this 11th day of October, 2012, before me, personally appeared

Vivian Shedden, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as

^ free act and deed.

My commission expires

Jan 12 2015

Patricia A. Moody
Notary Public, Wyoming

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 52772254

That we Norman D. Johnson,

of Reliance, 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 Reliance Fire District, the State of Wyoming, in the penal

sum of Five Thousand and 00/100 DOLLARS (\$ 5,000.00),

to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 7th day of August, 2012.

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

Appointed

Principal was duly Elected to the office of Treasurer

in the Reliance Fire District,

and State aforesaid for the term beginning December 1, 2012, and ending

December 1, 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 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.



Principal

WESTERN SURETY COMPANY

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

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 58090552

That we John E. Crouch

of Rock Springs, 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 WEST SIDE WATER & SEWER DISTRICT, the State of Wyoming, in the penal

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

Dated this 27th 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 TREASURER

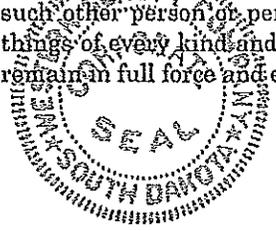
in the at WEST SIDE WATER & SEWER DISTRICT,

and State aforesaid for the term beginning August 31, 2012, and ending

August 31, 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 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.



John E. Crouch
Principal

WESTERN SURETY COMPANY

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



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. OFF-54932372

That we Lisa M. Taruffelli of Rock Springs, 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 Rock Springs, Green River, Sweetwater County Combined Communications Joint Powers Board, the State of Wyoming, in the penal sum of Fifty Thousand & no/100 DOLLARS (\$ 50,000.00),
(NOT VALID IF FILLED IN FOR MORE THAN \$50,000.00)

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 18th 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 Treasurer in the Rock Springs, Green River, Sweetwater County Combined Communications Joint Powers Board, and State aforesaid for the term beginning July 18, 2012, and ending July 18, 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 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.

Lisa M. Taruffelli
Principal

WESTERN SURETY COMPANY

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

ACKNOWLEDGMENT OF SURETY

STATE OF SOUTH DAKOTA } ss (Corporate Officer)

County of Minnehaha }

On this 18th day of July, 2012, before me, appeared Paul T. Bruflat

to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



My Commission Expires December 7, 2014

C. Langdon
Notary Public

Authorization For Abate/Rebate of Ad Valorum Taxes

October 1-31, 2012

NOVC	TAXPAYER	ACCOUNT	TAX DIST	VALUATION	TAX YEAR	TAX AMOUNT
	BP AMERICA PROD CO	149409	100	-47,625	2012	-3,022.20
	WILLIAMS SCOTSMAN INC	145089	151	-322	2012	-23.44
	ADAMS DONALD	105233	100	-168	2012	-10.68
2012-573	BREITBURN OPERATING LP	149578	102	-584	2012	-41.10
	BRIAND BRYAN & ALAINA	111543	151	-5,253	2012	-382.28
	QUESTAR GAS CO	148656	151	-18,963	2012	-1,380.06
	ECOLAB	145003	151	-121	2012	-8.82
	SOCIETE INTL DE TELECOM	149276	151	-763	2012	-55.54
			Commissioner			
STEVEN DALE DAVIS						
ATTEST			Commissioner			
			Commissioner			
			Commissioner			
			Commissioner			

RESOLUTION 12-11-CL-01
SWEETWATER COUNTY
BUDGET AMENDMENT

DUE to the receipt of a FY 2013 TANF/CPI grant in the amount of \$45,500 and a FY 2013 DSP Program grant in the amount of \$19,109 with a required match funding in the amount of \$55,891,

WHEREAS, the Commission approved the above mentioned grants at the October 16, 2012 Regular Commission Board meeting,

WHEREAS, it has been determined that the aforementioned funds need to be included and transferred 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:

FY 2013 TANF/CPI Grant	\$45,500
FY 2013 DSP Program Grant	\$75,000

Expenditure Decrease General Fund:

Potential Grant Match	(55,891)
-----------------------	----------

Revenue Increase Grant Fund:

FY 2013 TANF/CPI Grant	\$45,500
FY 2013 DSP Program Grant	\$19,109

Dated at Green River, Wyoming this 6th day of November, 2012.

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chair

Gary Bailliff, Member

John K. Kolb, Member

ATTEST:

Reid O. West, Member

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 \$120,500 for the receipt of two grants:

Revenues:		Expenditures:	
FY 2013 TANF/CPI Grant	\$45,500	FY 2013 TANF/CPI Grant	\$45,500
FY 2013 DSP Program Grant	\$19,109	FY 2013 DSP Program Grant	\$75,000
		Potential Grant Match	(\$55,891)

Said hearing will be held at the Sweetwater County Commissioner's meeting room in the County Courthouse in Green River, Wyoming on the 6th day of November 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 31st day of October, 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: November 2, 2012.

RESOLUTION 12-11-CL-02
SWEETWATER COUNTY
BUDGET AMENDMENT

DUE to the receipt of a refund check from the Wyoming Association of Sheriffs & Chiefs of Police because of paid expenses for the Gang Conference in the amount of \$1,778.84,

WHEREAS, the Sheriff came before the Commission on October 2, 2012 to request for the refunded amount to be credited back into the Sheriff's Office budget,

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 General Fund:

Sheriff – Crime Scene	\$1,779
-----------------------	---------

Revenue Increase General Fund:

General County Refunds	\$1,779
------------------------	---------

Dated at Green River, Wyoming this 6th day of November, 2012.

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chair

Gary Bailliff, Member

John K. Kolb, Member

ATTEST:

Reid O. West, Member

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 \$1,779 for the receipt of a refund check from the Wyoming Association of Sheriffs and Chiefs of Police:

Revenues:		Expenditures:	
General Refunds	\$1,779	Sheriff – Crime Scene	\$1,779

Said hearing will be held at the Sweetwater County Commissioner's meeting room in the County Courthouse in Green River, Wyoming on the 6th day of November 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 31st day of October, 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: November 2, 2012.

RECEIVED

OCT 03 2012

SWEETWATER COUNTY
COMMISSIONER'S OFFICE

COPIES TO:

WJ
RW
Per Reid, we will put
on the 10-16-12 BOCC
meeting

Mr. Wally J. Johnson, Chairman
Sweetwater County Commission
80 West Flaming Gorge Way
Green River, WY 82935

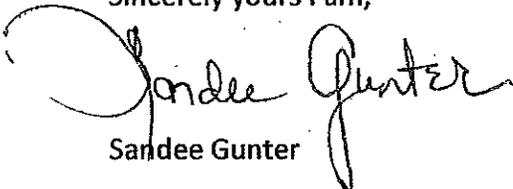
Dear Mr. Johnson:

This letter serves as my official resignation from the Board of Trustees of Memorial Hospital of Sweetwater County, effective immediately.

It has been a privilege to serve as a Hospital Trustee. Having previously served a ten-year appointment for MHSC, a regional representative to the board of the American Hospital Association, and an elected Trustee to CRHD for four terms, I knew what was required of a Board member—a responsibility I accepted with the hope of working with Bob Scott, Reid West and Barbara Sowada for the benefit of the hospital. Under the strong leadership of Mr. West, the variety of Healthcare experience and knowledge of Mr. Scott, Ms. Sowada, Mr. Waters and me, great strides were made to achieve the mission and vision of Memorial Hospital of Sweetwater County. With a majority change in the members of the Board, the direction of priorities has also changed and I no longer feel that my services are needed.

Thank you for giving me the opportunity to serve the people of Sweetwater County.

Sincerely yours I am,



Sandee Gunter

cc: Commissioner Reid West

Artis Kalivas

Joe Manatos

Dr. Grant Christensen

Harry Horn

Dr. Robert Wallendorf

Rose Mosbey

Jerry Klein

RECEIVED

OCT 11 2012

SWEETWATER COUNTY COMMISSIONER'S OFFICE

Application For Appointment To A County Board

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.

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

District Boards

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

County Agency Boards

- Events Complex (Fair Board)
- Library Board
- Museum Board
- Memorial Hospital Board
- Parks and Recreation Board
- Mental Health Board (Southwest Counseling)
- Other _____
- Other _____

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: _____

Please see attached.

- 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: Gene Carmody
 Address: 765 Stephens St, Green River
 Phone: 307-871-3679
 E-mail: gcarmody@ven.com

APPLICANT SIGNATURE:

Gene Carmody

Please Return Application To:
 Sally Shoemaker, Clerk
 80 West Flaming Gorge Way, Suite 109
 Green River, WY 82935
 Phone: 307-872-3897 or fax 307-872-3992
 E-mail: shoemakers@sweet.wy.us

October 6, 2012

To: Sweetwater County Commissioners

Re: Appointment to Memorial Hospital Board

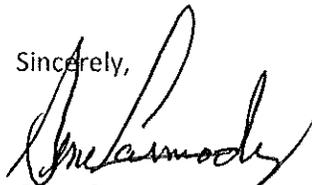
Recently it has come to my attention that there is a vacancy on the Memorial Hospital Board. I would like to submit my name as a person interested in that appointment.

I have lived in Green River, Sweetwater County for the past 33 years (six of those years on weekends as I was middle school principal and Supt. of Schools in Kemmerer, WY.) and have raised two children here in Green River. During that time I was employed for 20 years as an administrator and teacher with Sweetwater County School Dist. #2. Recently I have completed a year as third grade teacher and principal with the District and am currently filling in when Principals are absent from the building.

As a former school administrator I feel I would bring some unique and useful qualities to the Memorial Hospital Board. I know and would adhere to the role of a board member. I understand and realize the difficulties a Board member can create if they do not understand their role or if they know but choose not to adhere to board member roles and responsibilities. It would be my intent to add my expertise as a community member with a vast wealth of experiences in the school system as a board member working with the current board to create an atmosphere of shared experiences for the benefit of Memorial Hospital and Sweetwater County. I also bring a tremendous amount of respect for those who are elected or appointed to local government positions. I have rubbed shoulders with and have worked with them as a school administrator to help improve the education experience and life experiences here in Sweetwater County

I humbly submit my application realizing you will have good people to choose from.

Sincerely,



Gene Carmody

RECEIVED

OCT 27 2011

SWEETWATER COUNTY COMMISSIONER'S OFFICE

Application For Appointment To A County Board

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.

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

District Boards

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

County Agency Boards

- Events Complex (Fair Board)
- Library Board
- Museum Board
- Memorial Hospital Board
- Parks and Recreation Board
- Mental Health Board (Southwest Counseling)
- Other _____
- Other _____

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: _____

B.A Elem Ed. U of Wyo. 33 years experience teaching in GSD #1
Library Board 93-99 (Sweetwater Co.)
Volunteer for Sweetwater School Dist. Ed. Foundation

- 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: Debbie DeBernardi
Address: 1317 McCabe #C
Phone: (307) 382-3252
E-mail: _____

APPLICANT SIGNATURE:

Debbie DeBernardi
Please Return Application To:
Sally Shoemaker, Clerk
80 West Flaming Gorge Way, Suite 109
Green River, WY 82935
Phone: 307-872-3897 or fax 307-872-3992
E-mail: shoemakers@sweet.wy.us

RECEIVED

OCT 29 2012

SWEETWATER COUNTY
COMMISSIONER'S OFFICE

Caleb Homer

2475 Cascade Dr. # 128; Rock Springs, WY 82901

(h) 307-212-6559; (c)435-609-1308;

c.homer@hotmail.com

Professional Experience

- **Management**
 - Boy Scouts of America 6/98-8/04
 - District *Executive*
 - Factory Homes Outlet -5/10-3/11
 - Sales *Manager*
 - Private *Contractor*
 - Sales and Marketing
 - Home Depot/HD Supply- 7/08-2/09
 - Department Manager*
 - Sales *Representative*
 - Merchandiser*
 - Business Owner/Operator 12/05-Present
 - Personal Wellness *Coach*
- **Health Care**
 - Memorial Hospital of Sweetwater County
 - CNA
 - Castle Rock Convalescent Center
 - CNA

Education

- College of Eastern Utah; Certificate 2004
 - Business Management/HR Management
- Southern C.E.U. Trade School; Certificate 2006
 - Business Management/HR Management

Training/Certification

- HR Management/Management Learning Program
- Basic Life Support Instructor
- Certified Diet and Nutrition Coach
- Certified Nursing Assistant
- Quick Books Accounting
- Public Speaking
- Surface and underground msha papers
- Safety management officer

Qualification Highlights

- *Conducted* expense control management and budgeting for national contracting company
- *Engaged and supervised* client relations and customer needs assessments
- *Provided oversight* as project manager among multiple departments
- *Classified, recorded and summarized* financial data
- *Implemented processes* that utilized accounts receivable sub- ledger for accounting and customer attribute reporting
- *Maintained* sales accounts and prepared financial statements and interim/annual reports
- *Delegated* tasks to associates, staffed projects, tracked progress & updated managers, partners & clients as necessary
- *Recovered and sustained* business sales
- *Managed* project goals and sales teams
- *Hired, trained, supervised and maintained* employee team
- *Tracked* public relation and ad campaign performance within the community
- *Researched* customer demographics and implemented sales oriented goals
- *Negotiated* completed sales through strategic planning
- *Safety officer* at home depot enforcing safety regulations

Community Involvement

- Boy Scout of America Committee Chairman
- Creed Speaker for Future Farmers of America
- Future Farmers of America (FFA) Officer
- FFA Public Speaker/Advocate
- Eagle Scout
- Honorably served 2 yr. LDS Mission

References/Letters of Recommendation

Available Upon Request

Sally Shoemaker

From: caleb homer [c.homer@hotmail.com]
Sent: Friday, October 26, 2012 8:26 PM
To: Sally Shoemaker
Attachments: Caleb Homer.docx

To whom it may concern

I would like to submit my resume for any opening in board or commissioners opening for the future.
Thank you

Caleb Homer
c.homer@hotmail.com
(307)212-6559

RECEIVED
OCT 29 2012
SWEETWATER COUNTY
COMMISSIONER'S OFFICE

RECEIVED

NOV 17 2011

SWEETWATER COUNTY
COMMUNITY DEVELOPMENT

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

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 (Batroll-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: Good computer & organization skills, expansive medical knowledge, previous experience with fundraising and organizing events for community activities

- 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

APPLICANT SIGNATURE:

Name: Rebecca Lake, D.C.

Address: 2022 Arthur Ave RKS, WY

Phone: 801-721-5811

E-mail: dr.rlake@gmail.com

Rebecca Lake, D.C. Date: 11-9-11

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: davisd@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.

RECEIVED

OCT 25 2012

SWEETWATER COUNTY
COMMISSIONER'S OFFICE

Application For Appointment To A County Board

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.

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- Events Complex (Fair Board)
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- Parks and Recreation Board
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- Other _____
- Other _____

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: _____

See Attached

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

I have a family member (s) working in this organization. Granddaughter is a CNA 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: Dave Ruggera

Address: 847 6th Street

Phone: 307 362 2196

E-mail: djrrsw@msn.com

APPLICANT SIGNATURE:



Please Return Application To:
 Sally Shoemaker, Clerk
 80 West Flaming Gorge Way, Suite 109
 Green River, WY 82935
 Phone: 307-872-3897 or fax 307-872-3992
 E-mail: shoemakers@sweet.wy.us

As a Rock Springs native I have seen the hospital grow from a stone building on "C" street to the new modern facility.

Operation:

As a care giver for over 25 years, I have used the hospital uncounted times, and I am familiar with all the departments and people, especially the E. R. department.

Facility:

Building and upkeep are my expertise, as I was Building Supervisor for the local gas utility for 20 years. Which included designing, construction, and upkeep of building in Utah, Colorado and Wyoming.

People:

I am familiar with the older employees who have been there. I am also very familiar with the University of Utah team which comes the hospital, as I have had dealings with these people here and in Salt Lake City.

Availability:

As I am now retired , I will have all the time needed to fulfill this position. As I am a member of the Planning and Zoning Board now, I will be able to serve on both boards.

RECEIVED

APR 27 2012

SWEETWATER COUNTY COMMISSIONERS OFFICE

Application For Appointment To A County Board

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.

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- Other _____

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- 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:

HAVE SERVED ONE TERM ON P+Z BOARD. WOULD LIKE TO CONTINUE ON THIS BOARD AND WOULD LIKE TO BE CONSIDERED FOR HOSPITAL BOARD IN FUTURE. CURRENTLY I AM A CITY COUNCILOR FOR C.O.P.A.S.

- I am willing to attend any required orientation and training sessions. YES NO
- I have a family member (s) working in this organization. (Hospital) 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: *Billy W. Shalata*
 Address: *624 N A St., RS, WYO 82701*
 Phone: *307-382-4139*
(Cell - 307-389-6407)
 E-mail: *belviswayne@hotmail.com*

APPLICANT SIGNATURE

Billy W. Shalata
 Please Return Application To: *4-23-12*
 Sally Shoemaker, Clerk
 80 West Flaming Gorge Way, Suite 109
 Green River, WY 82935
 Phone: 307-872-3897 or fax 307-872-3992
 E-mail: shoemakers@sweet.wy.us

Roud
5-26-11

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.

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- Parks and Recreation Board
- Mental Health Board (Southwest Counseling)
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- Other _____

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 have been in health care for the last 30+ years. ALSO HAVE SERVED ON MHSCL BOARD FOR THE LAST YEAR. I HAVE BEEN DEEPLY INVOLVED IN QUALITY OF CARE AT MHSCL AND HAVE BEEN INVOLVED IN THE COMPLETE RESTRUCTURE OF MHSCL

- 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: JACKSON WATERS, BSN, RN, CLNC
 Address: 401 BRIDGER AVE, R.S., WY
 Phone: 307-362-5139
 E-mail: jw@clnc@msn.com

APPLICANT SIGNATURE:

SWEETWATER

C·O·U·N·T·Y

To: Sweetwater County Board of County Commissioners
From: Mark Kot, Public Lands Planner
cc: Eric Bingham, Land Use Director
Date: November 6, 2012
Subject: Local distribution of future FMC Granger Optimization Project impact payments

At the Board's regular meeting scheduled for Tuesday, November 6, 2012, Staff requests the Board's concurrence with the following proposed distribution ratio for allocating potential impact assistance payments related to the proposed FMC Granger Optimization Project. The following ratios have been agreed to by representatives from Sweetwater County, Green River, Rock Springs and Granger (see attached agreement).

Affected Sweetwater County Community	SWCO Affected Community Agreed Upon IAP %	Projected Total Yearly Impact Assistance Dollars Available To SWCO	Projected Yearly Total IAP Amount by SWCO Community	Projected Monthly Total IAP Amount by SWCO Community
Granger	49%	\$82,288	\$40,321	\$3,360
Rock Springs	17%	\$82,288	\$13,989	\$1,166
Green River	17%	\$82,288	\$13,989	\$1,166
Sweetwater County	17%	\$82,288	\$13,989	\$1,166

The impact assistance payment amounts described above are only estimates and may vary depending upon the amount of sales tax revenue collected during the construction period of the project. Also, the degree to which one of the above communities is impacted is also variable. To allow the above distribution ratio to be adjusted to address this variability, the attached agreement includes the following language:

"Further be it resolved that the above communities agree that during the term of the Project, if the community impact level changes or if there is a change in the amount of available impact assistance funds, one of the above communities may request a meeting with the other communities to discuss and re-evaluate impacts, and to potentially revise the IAP ratio."

Background Notes:

- FMC has made application to the Industrial Siting Council for a permit to construct its FMC Granger Optimization Project. Once complete, this project will circulate the water within the flooded old TG mine and remove the Trona from this water for the purposes of making soda ash. The construction of this project is projected to begin in the spring of 2013 and end in the fall of 2015. The construction work force is expected to peak at 338 workers in the spring of 2014. The workforce will average 200 workers per quarter. Approximately 75% of the construction workforce is estimated to be non-local. FMC's goal in this project is to produce approximately 1.3 million tons per year of refined soda ash. This amount is equivalent to the production capacity of the old TG mine. Twenty six (26) permanent workers are expected to be employed by this new facility. The construction cost of this facility will exceed \$186.1 million dollars, which is the threshold for jurisdiction by the Industrial Siting Division.
- The Wyoming Industrial Siting Division estimates that the available impact assistance payments, for all affected communities, will average \$126,597 per year or \$10,550 per month for the approximate 2 year construction life of this project.

SWEETWATER

C.O.U.N.T.Y

- The Industrial Siting Division identified the following communities as being affected by this project: Sweetwater County, Uinta County, Lincoln County, Green River, Rock Springs, Granger, Opal, Kemmerer, Diamondville, Mountain View and Lyman. These affected communities met on August 30, 2012 and agreed to the following county impact assistance payment distribution ratio:

Affected County	Affected Community Agreed Upon IAP %	Projected Total Yearly Impact Assistance Dollars Available	Projected Yearly Total IAP Amount by County	Projected Monthly Total IAP Amount by County
Sweetwater County	65%	\$126,597	\$82,288	\$6,857
Uinta County	17.5%	\$126,597	\$22,154	\$1,846
Lincoln County	17.5%	\$126,597	\$22,154	\$1,846

- These affected communities agreed that the above counties would each be responsible for working with its communities to determine the ratio for distributing impact funds within each individual county. Sweetwater County held its meeting with its impacted communities on October 17, 2012, which resulted in the attached agreement.
- The Industrial Siting Council Hearing regarding this project was conducted on November 1, 2012 at 8:30 a.m. at the Hampton Inn. Sweetwater County was a party to this hearing. Sweetwater County's testimony supported FMC's proposed project.

Again, Staff requests that during its regular meeting on November 6, 2012, the Board concurs with the ratio for distributing FMC Project impact assistance payments to Sweetwater County, Rock Springs, Green River and Granger as stated in the attached Agreement.

If you have any questions, please contact me at 307-872-3917.

Mark Kot
Sweetwater County Public Lands Planner

SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
CITIES OF GREEN RIVER AND ROCK SPRINGS AND THE TOWN OF GRANGER
AGREEMENT

RE: DEQ/ISC 12-02 FMC-Granger Optimization Project Impact Assistance Agreement between Sweetwater County, the Cities of Rock Springs and Green River and the Town of Granger

Whereas all communities impacted by the FMC-Granger Optimization Project (Project) unanimously agreed to recommend to the Wyoming Department of Environmental Quality Industrial Siting Division (ISD) that the impact assistance payments (IAP) resulting from said Project be distributed between the three impacted counties according to the following ratio:

Lincoln County: 17.5% Sweetwater County: 65% Uinta County: 17.5%

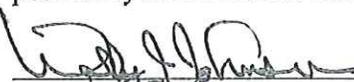
Whereas all impacted communities agreed that each of the above counties would meet with their respective communities to decide on how the above IAP ratios would be further allocated among impacted communities; and,

Whereas the impacted communities of Green River, Rock Springs, Granger and Sweetwater County met together on Wednesday, October 17, 2012 at the Sweetwater County Courthouse to discuss and decide on the distribution ratio for Sweetwater County's portion of the Project's IAP funds that best addressed the impacts facing each Sweetwater County community;

Now therefore be it resolved that Sweetwater County and the municipalities of Rock Springs, Green River and Granger agree to divide Sweetwater County's allocation of Project IAP funds by the following distribution ratio:

Sweetwater County: 17.0 Green River: 17.0 Rock Springs: 17.0 Granger: 49.0

Further be it resolved that the above communities agree that during the term of the Project, if the community impact level changes or if there is a change in the amount of available impact assistance funds, one of the above communities may request a meeting with the other communities to discuss and re-evaluate impacts, and to potentially revise the IAP ratio.



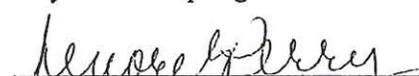
Wally Johnson, Chairman
Sweetwater County Commission 10/17/12
Date



Hank Castillon, Mayor
City of Green River 17 Oct 2012
Date



Carl Demshar, Mayor
City of Rock Springs 10-17-12
Date



Lenore Perry, Mayor
Town of Granger 10-17-2012
Date

Sally Shoemaker

From: Mark Kot - Planning and Zoning
Sent: Thursday, October 18, 2012 2:41 PM
To: Sally Shoemaker
Cc: Eric Bingham - Planning and Zoning
Subject: Request to be on 11-6-2012 Board Agenda regarding Impact Assistance Ratio
Attachments: 11-6-2012 BCC Mtg concurrence with Community IAP Agreement.pdf

10/18/2012 2:41 PM

Sally:

Please place me on the agenda regarding the attached. Please let me know if you have questions.

Mark

Mark Kot
Sweetwater County Public Lands Planner
80 West Flaming Gorge Way
Green River, WY 82935
Telephone: 307-872-3917
Fax: 307-872-3991
email: kotm@sweet.wy.us

CB
01/23/12

AGREEMENT - Tyler Munis

This agreement ("Agreement") is made this 6th day of November 2012 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 1 Cole Haan Drive, Yarmouth, Maine 04096 ("Tyler") and Sweetwater County, with offices at 80 West Flaming Gorge Way, Green River, Wyoming 82935 ("Client").

WHEREAS Client selected Tyler to furnish, deliver, install, and implement the products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary");

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A - SOFTWARE LICENSE AGREEMENT

1. License Grant.

- a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the Investment Summary and related interfaces (collectively, the "Tyler Software Products") and Tyler user guides provided in or with the Tyler Software Products ("User Guides") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.
- c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- e) Client acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or User Guides by any party.
- f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler User Guides for internal use only.
- h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee (currently \$700) directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary.

2. License Fees. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the Software fees set forth in the Investment Summary.

3. Verification of the Tyler Software Products.

Client shall select one (1) of the following two (2) options within thirty (30) days of installation by providing written notice to Tyler in accordance with Section E(19):

- a) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Tyler shall verify the Tyler Software Products by demonstrating to Client that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which demonstration will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client; or
- b) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Client shall use its own process to verify that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client.
- c) Verification as described herein will be final and conclusive except for latent defect, fraud, and a gross mistake that amounts to fraud. In the event verification is not final and conclusive, pursuant to this paragraph, Tyler will correct the cause thereof. In the event Tyler cannot correct the cause thereof, Client may invoke its rights under Section A(4).
- d) Tyler shall promptly correct any functions of the Tyler Software Products that failed verification.

4. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the aforementioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3). Should Tyler be unable to cure the Defect or provide a replacement product, Client will be entitled to a refund of the Software fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date, which will be Client's sole remedy should Tyler be unable to cure the Defect or provide a replacement product.

5. Intellectual Property Infringement Indemnification.

- a) Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.
- b) Client's Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:
 - i. Promptly notifies Tyler in writing of any such claim;
 - ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
 - iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.
- c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:
 - i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
 - ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;

- iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
- iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
- v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
- vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

d) Remedy.

- i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:
 - (a) Procure for Client the right to continue using the infringing Tyler Software Products;
 - (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing;
 - or
 - (c) Terminate Client's license for the infringing Tyler Software Product and refund to Client the Software fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.
- ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

6. Limitation of Liability. In no event will Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. Except as otherwise expressly set forth in this Software License Agreement, Tyler's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Software fees set forth in the Investment Summary and paid by Client. Such License fees reflect and are set in reliance upon this limitation of liability.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. Services. Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.

2. Professional Services Fees.

- a) Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Consulting and Training services will be invoiced in half-day and full-day increments.
- b) Verification in accordance with Section A(3)(a) will be billable to Client at the rate for Training services set forth in the Investment Summary.
- c) Payment is due within thirty (30) calendar days of invoice receipt.
- d) Expenses will be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.

3. Additional Services.

- a) Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates.
- b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications

supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of the services or the use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Consulting, Training, Conversion, and other miscellaneous Services fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

5. Cancellation. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel.

6. Services Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

SECTION C – MAINTENANCE AGREEMENT

1. Scope of Agreement. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.

2. Term of Agreement. This Maintenance Agreement is effective on installation of the Tyler Software Products and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms at Tyler's then-current Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. Notwithstanding the foregoing, Tyler will not increase annual maintenance fees by more than the following percentages, based on the undiscounted year 1 maintenance fees for the Tyler Software Products set forth in the Investment Summary as of the Effective Date:

- 0% in year two (2)
- 3% in year three (3)
- 4% in year four (4)
- 5% in year five (5)

3. Payment.

- a) Maintenance fees will be invoiced by Tyler annually in advance. Tyler shall provide Client with not less than forty-five (45) days written notice of any change in annual Maintenance fees.
- b) Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this Maintenance Agreement, as set forth in Section C(5), including materials and expenses, will be billed to Client at Tyler's then current rates.
- c) Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Maintenance fees within sixty (60) calendar days of the due date. Tyler shall reinstate maintenance services upon Client's payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.

4. Maintenance Services Terms and Conditions. For as long as a current Maintenance Agreement is in place, Tyler shall:

- a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.
- b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - Support Call Process.
- c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.
- d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.
- e) Provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.
- f) Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

5. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

6. Client Responsibilities.

- a) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
- b) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. Tyler strongly recommends that Client also maintain a modem or VPN for backup connectivity purposes. Tyler, at its option, will use the connection to assist with problem diagnosis and resolution.

7. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the Maintenance fees paid to Tyler during the twelve (12) months prior to the claim. Such Maintenance fees reflect and are set in reliance upon this limitation of liability.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the "Third Party Products").

2. License of System Software.

- a) Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept

from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.

b) The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.

c) The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.

d) Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.

e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.

f) Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.

3. Delivery. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

4. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. Warranties.

a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.

b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.

c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

7. Maintenance.

a) In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.

b) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.

c) In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

8. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or

exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fee/Purchase Price of the Third Party Products paid by Client. Such prices are set in reliance upon this limitation of liability.

SECTION E – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Section E(19). In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

2. Invoice Dispute.

a) In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Tyler within fifteen (15) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.

b) Any invoice not disputed as described above will be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.

3. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.

b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project

deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

4. Indemnification.

- a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.
- b) Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Dispute Resolution. Client will notify Tyler in writing within fifteen (15) days of becoming aware of a dispute. If Tyler and Client cannot resolve such dispute within thirty (30) calendar days of Tyler's receipt of written notice from Client, the following procedure will apply:

- a) Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.
- b) The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties. Such resolution will constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

All meetings and discussions of the Dispute Resolution Group will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.

9. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether

written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

10. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

11. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

13. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

14. Termination. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

15. Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

16. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

17. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

18. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

19. Notices. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:

- 1) Actually received,
- 2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
- 3) Upon receipt by sender of proof of email delivery, or
- 4) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail

center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.
1 Cole Haan Drive
Yarmouth, ME 04096
Attention: Contracts Manager

Sweetwater County
80 West Flaming Gorge Way
Green River, WY 82935
Attention: _____

20. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

21. Insurance. Prior to performing services under this Agreement, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

22. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:

- a) At the time of the disclosure is in the public domain;
- b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d) A party receives from a third party who has a right to disclose it to that party; or
- e) Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

23. Nondiscrimination. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

24. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.

25. Shipping. Delivery will be F.O.B. shipping point.

26. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.

27. Tyler Forms Processing. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

28. Payment Terms.

a) Tyler shall invoice Client \$54,567.75 upon the Effective Date. Such amount equals 25% of the Tyler software license fees.

b) Tyler shall invoice Client \$122,635.50 when Tyler has made the Tyler Software Products available to Client for downloading. Such sum equals:

50% of the Tyler software license fees (\$109,135.50)

100% of the System Software license fees (\$13,500)

c) Tyler shall invoice Client the Hardware fees of \$1,650 upon delivery of such Hardware.

d) Tyler shall invoice Client \$2,700 upon installation of the Tyler Software Products. Such amount equals 100% of the year 1 maintenance fee for Tyler Unlimited Client Access.

e) Tyler shall invoice the Project Planning Services fee of \$6,000 upon delivery of the Implementation Planning document.

f) Tyler shall invoice Client \$54,567.75 upon verification of the Tyler Software Products in accordance with Section A(3) ("Verification"). Such amount equals 25% of the Tyler software license fees. Unless Client notifies Tyler in writing that the Tyler Software Products have failed Verification, Verification will be deemed to have occurred ninety (90) days from the date Tyler makes the Tyler Software Products available to Client for downloading.

g) Tyler shall invoice Client fees for Services, plus expenses, if and as provided/incurred.

h) Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. A detailed summary of Tyler's current Business Travel Policy is attached hereto as Exhibit 4.

i) Payment is due within thirty (30) days of the invoice date.

j) The year 1 Tyler software maintenance fees of \$63,634 for the one (1) year period commencing upon installation of the Tyler Software Products are hereby waived. Subsequent annual Maintenance fees will be due on the anniversary of the installation date of the Tyler Software Products.

29. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104

ABA: 121000248

Account: 4124302472

Beneficiary: Tyler Technologies Inc. – Operating

30. Optional Items. Pricing for optional products and services shall be valid for six (6) months from the Effective Date.

31. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

32. Contract Documents. This Agreement includes the following exhibits:

- Exhibit 1 – Investment Summary
- Exhibit 2 – Verification Test
- Exhibit 3 – Support Call Process
- Exhibit 4 – Business Travel Policy
- Exhibit 5 – Adobe End User License Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.
ERP and Schools Division

Sweetwater County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1 - Investment Summary

Quoted By: Jenni... Wahlbrink
 Date: 10/01/2012
 Quote Expiration: 00/00/n/a
 Quote Name: Sweetwater County, WY 10-1-12
 Quote Number: 45336

Phone: (307) 872-3957
 Fax:
 Email: timk@sweet.wy.us



Sales Quotation For:

Mr. Tim Knight
 Sweetwater County
 80 West Flaming Gorge Way
 Green River, WY 82935

Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Consulting Days	Consulting Cost	Data Conversion	Module Total	Year One Maintenance
Accounting/GL/BG/AP	\$52,250	9 @ \$1,175	\$10,575	5 @ \$1,275	\$6,375	\$10,600	\$79,800	\$9,405
Accounts Receivable	\$11,000	4 @ \$1,175	\$4,700	1 @ \$1,275	\$1,275	n/a	\$16,975	\$1,980
Central Property File	\$4,200	1 @ \$1,175	\$1,175	n/a	n/a	n/a	\$5,375	\$1,050
Citizen Self Service (client hosted)	\$11,000	1 @ \$1,175	\$1,175	n/a	n/a	n/a	\$12,175	\$1,980
Fixed Assets	\$12,000	3 @ \$1,175	\$3,525	2 @ \$1,275	\$2,550	\$4,800	\$22,875	\$2,160
General Billing	\$5,000	3 @ \$1,175	\$3,525	1 @ \$1,275	\$1,275	\$8,200	\$18,000	\$900
HR Management	\$7,700	6 @ \$1,175	\$7,050	1 @ \$1,275	\$1,275	n/a	\$16,025	\$1,386
Inventory	\$11,000	4 @ \$1,175	\$4,700	1 @ \$1,275	\$1,275	\$4,700	\$21,675	\$1,980
Maplink GIS Integration	\$22,000	1 @ \$1,175	\$1,175	n/a	n/a	n/a	\$23,175	\$3,960
Munis Office	\$8,500	2 @ \$1,175	\$2,350	n/a	n/a	n/a	\$10,850	\$1,530
Payroll w/JESS	\$16,100	16 @ \$1,175	\$18,800	2 @ \$1,275	\$2,550	\$13,200	\$50,650	\$2,898
Permits & Code Enforcement	\$55,000	24 @ \$1,175	\$28,200	4 @ \$1,275	\$5,100	\$22,000	\$110,300	\$11,000
Project & Grant Accounting	\$10,000	2 @ \$1,175	\$2,350	2 @ \$1,275	\$2,550	\$5,000	\$19,900	\$1,800
Purchase Orders	\$12,000	3 @ \$1,175	\$3,525	2 @ \$1,275	\$2,550	\$2,700	\$20,775	\$2,160
Requisitions	\$10,000	4 @ \$1,175	\$4,700	1 @ \$1,275	\$1,275	n/a	\$15,975	\$1,800
Role Tailored Dashboard	\$8,500	1 @ \$1,175	\$1,175	1 @ \$1,275	\$1,275	n/a	\$10,950	\$1,530
System Admin & Security	n/a	2 @ \$1,175	\$2,350	n/a	n/a	n/a	\$2,350	n/a
TCM Enterprise	\$38,000	10 @ \$1,175	\$11,750	n/a	n/a	n/a	\$49,750	\$6,840
Treasury Management	\$10,000	2 @ \$1,175	\$2,350	2 @ \$1,275	\$2,550	n/a	\$14,900	\$1,800
Tyler Forms Processing	\$6,500	n/a	n/a	n/a	n/a	n/a	\$6,500	\$2,000
Tyler GoDocs	\$3,500	n/a	n/a	n/a	n/a	n/a	\$3,500	n/a
Tyler Reporting Services	\$12,000	3 @ \$1,175	\$3,525	n/a	n/a	n/a	\$15,525	\$3,000
Work Orders, Fleet & Facilities Management	\$13,750	10 @ \$1,175	\$11,750	5 @ \$1,275	\$6,375	\$12,000	\$43,875	\$2,475
Workflow Finance	n/a	3 @ \$1,175	\$3,525	n/a	n/a	n/a	\$3,525	n/a
Workflow HR	n/a	3 @ \$1,175	\$3,525	n/a	n/a	n/a	\$3,525	n/a

Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Consulting Days	Consulting Cost	Data Conversion	Module Total	Year One Maintenance
Workflow Revenue	n/a	3 @ \$1,175	\$3,525	n/a	n/a	n/a	\$3,525	n/a
Sub-Total:	\$340,000		\$141,000		\$38,250	\$83,200	\$602,450	\$63,634
Less Discount:	\$121,729						\$121,729	\$63,634
TOTAL:	\$218,271	120	\$141,000	30	\$38,250	\$83,200	\$480,721	\$0

Other Services

Description	Quantity	Unit Price	Extended Price
Install Fee - New Server Install-WIN-CD w/V/S	1	\$6,000	\$6,000
Project Planning Services - D	1	\$6,000	\$6,000
Tyler Forms Financial Library - D	1	\$1,500	\$1,500
Tyler Forms General Billing Library - D	1	\$2,000	\$2,000
Tyler Forms Human Resources Library - B	1	\$1,200	\$1,200
Tyler Forms Permits Library - F	1	\$4,000	\$4,000
Tyler Forms Processing - Configuration - D	2	\$1,000	\$2,000
Tyler Signature Application	1	\$250	\$250
TOTAL:			\$22,950

Conversion

Description	Price
AC Opt 1 - Actuals	\$1,500
AC Opt 2 - Budgets	\$1,500
AC Standard COA	\$2,000
AP Opt 1 - Checks	\$1,600
AP Opt 2 - Invoice	\$2,400
AP Standard Master	\$1,600
FA Opt 1 - History	\$1,800
FA Std Master	\$3,000
GB Opt 1 - Recurring Invoices	\$2,700
GB Opt 2 - Bills	\$4,000
GB Std CID	\$1,500
IN Opt 1 - Commodity Codes	\$1,200
IN Std Master	\$3,500

Conversion

Description	Price
PG Opt 1 - Actuals	\$1,500
PG Opt 2 - Budgets	\$1,500
PGA Standard	\$2,000
PR Payroll - Option 1 Deductions	\$1,800
PR Payroll - Option 2 Accrual Balances	\$1,500
PR Payroll - Option 3 Accumulators	\$1,400
PR Payroll - Option 4 Check History	\$1,200
PR Payroll - Option 5 Earning/Deduction Hist	\$2,500
PR Payroll - Option 6 Applicant Tracking	\$1,400
PR Payroll - Option 7 PM Action History	\$1,400
PR Payroll - Standard	\$2,000
Permits and Code Enforcement - Option 1	\$6,500
Permits and Code Enforcement - Option 2	\$5,500
Permits and Code Enforcement - Option 3	\$5,500
Permits and Code Enforcement - Standard	\$4,500
Purchase Orders - Standard	\$2,700
WO Opt 1 - Work Order Asset	\$3,000
WO Opt 2 - Closed WO History No Cost Data	\$4,500
WO Opt 3 - WO History With Cost Data	\$4,500

TOTAL:
\$83,200

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Total Price	Unit Maintenance	Total Year One Maintenance
Tyler Secure Signature Key - Additional	1	\$150	\$150	n/a	n/a
Tyler Secure Signature Key with System	1	\$0	\$0	n/a	n/a
Tyler Secure Signature System	1	\$1,500	\$1,500	n/a	n/a
Tyler Unlimited Client Access License	1	\$13,500	\$13,500	n/a	n/a
Tyler Unlimited Client Access Maintenance	1	n/a	n/a	\$2,700	\$2,700
3rd Party Hardware Sub-Total:					
			\$1,650		\$0
3rd Party Software Sub-Total:					
			\$13,500		\$2,700
3rd Party Services Sub-Total:					
			\$0		\$0
TOTAL:					
			\$15,150		\$2,700

One Time Fees Recurring Fees

Total Tyler Software	\$218,271	\$0
Total Tyler Services	\$285,400	\$0
Total 3rd Party Hardware, Software and Services	\$15,150	\$2,700
Summary Total	\$518,821	\$2,700

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Prices submitted in the quote include estimated travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. Estimation is based on 3 day on-site trips. Calculated at 49 trips/\$1700 per trip.

Tyler's prices do not include applicable local, city or federal sales, use, excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. The first annual software maintenance fees which cover the one (1) year period commencing upon installation of the software products are waived. Subsequent annual software maintenance fees will be due on the anniversary of the installation date of the software products at Tyler's then current fees.

For the Tyler software products; upon payment in full of the license fees, you will receive a perpetual site license, however, related third party products may be licensed annually and per concurrent user, not unlimited seat license. On an ongoing basis, you will also be responsible for any related third party fees, including those associated with the addition of users to the configuration, and you shall be responsible for any increases in third party fees.

Tyler's OSDBA Service is calculated at 25% of the MUNIS annual maintenance. There is a \$2,500 minimum annual fee and a \$30,000 maximum annual fee for OSDBA service.

Tyler's Disaster Recovery Service is calculated at 25% of the MUNIS annual maintenance. There is a \$5,000 minimum annual fee and a \$30,000 maximum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live MUNIS database and excludes all test and training databases.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler provides onsite training for a maximum of 20 people per class. In the event that more than 20 users wish to participate in a training or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Pricing for Real Estate Tax is a preliminary estimate based on an overall review of the tax process within Sweetwater County. A more detailed discussion to identify any specific calculations or process must take place prior to finalizing any Real Estate Tax pricing.

Optional Tyler Software & Related Services - not included in Totals

Description	License	Impl. Days	Impl. Cost	Consulting Days	Consulting Cost	Data Conversion	Module Total	Year One Maintenance
Applicant Tracking	\$2,750	1 @ \$1,175	\$1,175	1 @ \$1,275	\$1,275	n/a	\$5,200	\$495
BMI Asset Track Interface	\$3,800	1 @ \$1,175	\$1,175	1 @ \$1,275	\$1,275	n/a	\$6,250	\$684
BMI CollectIT Interface	\$3,800	1 @ \$1,175	\$1,175	1 @ \$1,275	\$1,275	n/a	\$6,250	\$684
Bid Management	\$6,000	2 @ \$1,175	\$2,350	1 @ \$1,275	\$1,275	n/a	\$9,625	\$1,080
Business License	\$10,000	6 @ \$1,175	\$7,050	2 @ \$1,275	\$2,550	\$8,400	\$28,000	\$1,800

Optional Tyler Software & Related Services - not included in Totals

Description	License	Impl. Days	Impl. Cost	Consulting Days	Consulting Cost	Data Conversion	Module Total	Year One Maintenance
Business and Vendor Self Service (client hosted)	\$10,000	1 @ \$1,175	\$1,175	n/a	n/a	n/a	\$11,175	\$1,800
Contract Management	\$5,900	2 @ \$1,175	\$2,350	1 @ \$1,275	\$1,275	n/a	\$9,525	\$1,062
Employee Expense Reimbursement	\$6,000	3 @ \$1,175	\$3,525	1 @ \$1,275	\$1,275	n/a	\$10,800	\$1,080
GASB 34 Report Writer	\$11,000	3 @ \$1,175	\$3,525	n/a	n/a	n/a	\$14,525	\$1,980
MUNIS Disaster Recovery Service	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$15,908
OS/DBA Contract Services	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$15,908
Payroll w/ESS	n/a	n/a	n/a	n/a	n/a	\$5,600	\$5,600	n/a
Standard Fuel Interface - SeeComments	\$3,800	1 @ \$1,175	\$1,175	1 @ \$1,275	\$1,275	n/a	\$6,250	\$684
TCM 3rd Party Connector	\$3,800	1 @ \$1,175	\$1,175	n/a	n/a	n/a	\$4,975	\$684
TCM Advanced OCR	n/a	2 @ \$1,175	\$2,350	n/a	n/a	n/a	\$2,350	\$900
TCM EE Disaster Recovery	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$9,500
TCM Enterprise Data Import	n/a	2 @ \$1,175	\$2,350	n/a	n/a	n/a	\$2,350	n/a
TCM GIS Viewer	n/a	1 @ \$1,175	\$1,175	n/a	n/a	n/a	\$1,175	\$540
TCM Web License	\$5,000	1 @ \$1,175	\$1,175	n/a	n/a	n/a	\$6,175	\$900
TCM Web Services Interface	n/a	3 @ \$1,175	\$3,525	n/a	n/a	n/a	\$3,525	\$900
TCM Workflow	\$2,500	1 @ \$1,175	\$1,175	n/a	n/a	n/a	\$3,675	\$450
TCM eCommerce	\$2,500	1 @ \$0	\$0	n/a	n/a	n/a	\$2,500	\$450
Tyler Cashiering	\$21,000	4 @ \$1,175	\$4,700	n/a	n/a	n/a	\$25,700	\$3,780
TOTAL:	\$97,850	37	\$42,300	9	\$11,475	\$14,000	\$165,625	\$61,269

Optional Other Services - not included in Totals

Description	Quantity	Unit Price	Extended Price
Estimated Travel Expenses	1	\$85,000	\$85,000
Tyler Forms Business License Library - D	1	\$1,400	\$1,400
TOTAL:			\$86,400

Optional Conversion - not included in Totals

Description	Price
BL Opt 1 - Bills	\$4,400
BL Std Master	\$4,000
PR Payroll - Option 10 Certifications	\$1,400
PR Payroll - Option 11 Education	\$1,400
PR Payroll - Option 8 Position Control	\$1,400
PR Payroll - Option 9 State Retirement Tables	\$1,400

Optional Conversion - not included in Totals

Description	Price
TOTAL:	\$14,000

Optional 3rd Party Hardware, Software and Services - not included in Totals

Description	Quantity	Unit Price	Total Price	Unit Maintenance	Total Year One Maintenance
BMI CollectiT Additional Portable Data Terminal	1	\$3,495	\$3,495	n/a	n/a
BMI CollectiT Barcode PrinterKit	1	\$1,295	\$1,295	n/a	n/a
BMI CollectiT Inventory Scanning System	1	\$6,490	\$6,490	n/a	n/a
BMI PA600 Pocket AssetTrak	1	\$2,195	\$2,195	n/a	n/a
BMI-ASSETTRACK-PPC for MUNIS (Incl. Install Fee)	1	\$6,490	\$6,490	n/a	n/a
DELL Cash Station-Complete excluding scanner	2	\$4,300	\$8,600	n/a	n/a
Hand Held Scanner-Model 4600G	2	\$415	\$830	n/a	n/a
3rd Party Hardware Sub-Total:			\$29,395		\$0
3rd Party Software SubTotal:			\$0		\$0
3rd Party Services Sub-Total:			\$0		\$0
TOTAL:			\$29,395		\$0

Unless otherwise indicated in the Contract or Amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maintenance Discount	Year One Maintenance	Impl. Net	Consulting Net
Accounting/GL/BG/AP	\$52,250	\$18,287	\$33,963	\$9,405	\$9,405	\$0	9 @ \$1,175	5 @ \$1,275
Accounts Receivable	\$11,000	\$3,850	\$7,150	\$1,980	\$1,980	\$0	4 @ \$1,175	1 @ \$1,275
Central Property File	\$4,200	\$4,200	\$0	\$1,050	\$1,050	\$0	1 @ \$1,175	n/a
Citizen Self Service (client hosted)	\$11,000	\$3,850	\$7,150	\$1,980	\$1,980	\$0	1 @ \$1,175	n/a
Fixed Assets	\$12,000	\$4,200	\$7,800	\$2,160	\$2,160	\$0	3 @ \$1,175	2 @ \$1,275
General Billing	\$5,000	\$1,750	\$3,250	\$900	\$900	\$0	3 @ \$1,175	1 @ \$1,275
HR Management	\$7,700	\$2,695	\$5,005	\$1,386	\$1,386	\$0	6 @ \$1,175	1 @ \$1,275
Inventory	\$11,000	\$3,850	\$7,150	\$1,980	\$1,980	\$0	4 @ \$1,175	1 @ \$1,275
Maplink GIS Integration	\$22,000	\$7,700	\$14,300	\$3,960	\$3,960	\$0	1 @ \$1,175	n/a
Munis Office	\$8,500	\$2,975	\$5,525	\$1,530	\$1,530	\$0	2 @ \$1,175	n/a
Payroll w/ESS	\$16,100	\$5,635	\$10,465	\$2,898	\$2,898	\$0	16 @ \$1,175	2 @ \$1,275
Permits & Code Enforcement	\$55,000	\$19,250	\$35,750	\$11,000	\$11,000	\$0	24 @ \$1,175	4 @ \$1,275
Project & Grant Accounting	\$10,000	\$3,500	\$6,500	\$1,800	\$1,800	\$0	2 @ \$1,175	2 @ \$1,275
Purchase Orders	\$12,000	\$4,200	\$7,800	\$2,160	\$2,160	\$0	3 @ \$1,175	2 @ \$1,275
Requisitions	\$10,000	\$3,500	\$6,500	\$1,800	\$1,800	\$0	4 @ \$1,175	1 @ \$1,275
Role Tailored Dashboard	\$8,500	\$2,975	\$5,525	\$1,530	\$1,530	\$0	1 @ \$1,175	1 @ \$1,275
System Admin & Security	n/a	n/a	n/a	n/a	n/a	n/a	2 @ \$1,175	n/a
TCM Enterprise	\$38,000	\$13,300	\$24,700	\$6,840	\$6,840	\$0	10 @ \$1,175	n/a
Treasury Management	\$10,000	\$3,500	\$6,500	\$1,800	\$1,800	\$0	2 @ \$1,175	2 @ \$1,275
Tyler Forms Processing	\$6,500	\$2,275	\$4,225	\$2,000	\$2,000	\$0	n/a	n/a
Tyler GoDocs	\$3,500	\$1,225	\$2,275	n/a	n/a	n/a	n/a	n/a
Tyler Reporting Services	\$12,000	\$4,200	\$7,800	\$3,000	\$3,000	\$0	3 @ \$1,175	n/a
Work Orders, Fleet & Facilities Management	\$13,750	\$4,812	\$8,938	\$2,475	\$2,475	\$0	10 @ \$1,175	5 @ \$1,275
Workflow Finance	n/a	n/a	n/a	n/a	n/a	n/a	3 @ \$1,175	n/a
Workflow HR	n/a	n/a	n/a	n/a	n/a	n/a	3 @ \$1,175	n/a
Workflow Revenue	n/a	n/a	n/a	n/a	n/a	n/a	3 @ \$1,175	n/a

TOTAL: \$340,000 \$121,729 \$218,271 \$63,634 \$63,634 \$0

Exhibit 2

Verification Test

The verification test ("Test") detailed below will be conducted following installation. The purpose of the Test is to ensure the Tyler Software Products perform as warranted, using the MUNIS Verification Database. The MUNIS Verification Database contains the types of information ordinarily used by the specified software and the Test utilizes said data to demonstrate the performance of the specified software's base line functions. As such, the Test is not intended to validate any site specific functionality and will only be conducted for those software products licensed by the Client. Client-specific functionality will be reviewed during the implementation phase when site-specific data will be applied against the desired functionality.

Many sections below contain three phases: table views, reports, and process. Each phase is intended to be completed in 4 hours or less. Please note that each phase listed below has a space where Client will be asked to initial, indicating that the verification has been performed and accepted.

FINANCIALS:

Phase 1

- View general ledger master table
- View budget master table
- View vendor master table
- View general ledger account inquiry – perform drill down
- Find purchase orders/requisitions in purchase order inquiry
- View inventory master
- View fixed assets master
- View work order master

Phase 2

- Enter a requisition
- Approve the requisition
- Convert to a purchase order
- Post the purchase order
- Enter an invoice against the requisition
- Post the invoice
- Select items to be paid report
- Print checks (on blank paper without forms)
- Find journals in journal inquiry using date find

Phase 3

- Reports:
 - General ledger trial balance
 - Year to date budget report
 - Vendor invoice list
 - Purchase orders by general ledger account (select open purchase orders)
 - Inventory list by location
 - Fixed asset list by location

PAYROLL/HR:

Phase 1

- View deduction master
- View pay type master
- View employee master
- View employee detail history – perform drill down
- View position table
- View terminated employee table

Phase 2

- Add new employee
- Build job pay records
- Start a new payroll
- Generate employee records
- Enter exceptions
- Print final proof
- Update employee files
- Print checks (on blank paper without forms)

Phase 3

- Reports
 - Employee Detail
 - Employee Accrual
 - Detail Check History Report
 - Payroll Register

UTILITY BILLING:

Phase 1

- View charge code file with rate tables
- View account master – perform drill down
- View customer file
- View bill inquiry
- View account inquiry

Phase 2

- Add new account
- Create water service record
- Start a new bill run
 - View charges file maintenance
- Enter meter reading manually
- Run charges proof register
- Generate accounts receivable
- Print bills (on blank paper without forms)
- Make a payment to a bill

Phase 3

- Reports:
 - Consumption inquiry/report
 - Utility billing aging report
 - Charge/payment history
 - Detail receivables register

OTHER REVENUE (TAX/EXCISE/GENERAL BILLING):

Phase 1

- View customer file
- View parcel file
- View charge code file
- View tax year parameter
- View motor vehicle master file
- View bill inquiry
- View lien file
- View receipt inquiry
- View activity totals inquiry/report

Phase 2

- Create a new general billing customer
- Add a general billing invoice
- Make a payment against the general billing
- Make a payment against a tax/excise/personal property/etc. bill
- Print payments proof
- Post payments
- Use receipt inquiry to find the payment

Phase 3

- Reports
 - Summary receivables
 - Detail receivables
 - Posted payments report

PERMITS & CODE ENFORCEMENT:

Phase 1

- View permit type f/m
- View Project Type f/m
 - Find a Project type with the 4 "bottom buttons" checked which indicates there is data. If none, build some defaults at the bottom.
 - Drill down using the bottom buttons

- View Inspection Type f/m
 - Drill down into inspectors and checklist at bottom
- View violation code f/m
 - Drill down into enforcement steps
- View property master
 - Perform drill down using the side menu options

Phase 2

- Add a new property
 - Set up default restrictions, hazards, and violations at the bottom
- Add a new application
 - Use a project/act that has the four defaults set in project type f/m (one each)
 - Make sure the app automatically sets up the default permits, prerequisites, inspections, and dept/board reviews by choosing the options to view
 - Choose the collect side menu option. Make sure you can accept payments for the fees and the system links to the accounts receivable module properly

Phase 3

- Reports
 - Applications status report
 - Inspections history report
 - Violations report
 - Contractors report
 - Dept/board review report

PARKING TICKETS:

Phase 1

- View parking ticket parameter file
- View parking ticket charge codes
- View owner maintenance

Phase 2

- Parking ticket entry
- Parking ticket inquiry
- Review export/import of data
- Review late processing

Phase 3

- Issue by location report
- Violations by issue date report
- Issuer productivity report

BUSINESS LICENSES:

- View customer file
- View description codes
- View business license charge codes
- View business license master file
- View business license late payment process
- View bill inquiry
- View business master report
- View business location report

ANIMAL LICENSES:

- View animal type file
- View customer file
- View animal license master file
- View license detail report
- View license history report
- View tag report

PROJECT ACCOUNTING:

(Performed with General Ledger)

- View project master table
- View general ledger master with project code
- View project budget report

MUNIS OFFICE:

- Export from general ledger account inquiry into Excel
- Export from general ledger account inquiry into Word

BUSINESS OBJECTS:

- Verification Report for Crystal Reports from the Knowledgebase will be used to display results from the MUNIS Verification database. No configuration needs to be done to run this report.

TYLER REPORTING SERVICES:

- Verification Report for Tyler Reporting Services from the Knowledgebase will be used to display results from the MUNIS Verification database. No configuration needs to be done to run this report.

CONTRACT MANAGEMENT:

- View contract master file
- Enter a requisition against a contract
- View contract master to highlight changes

TREASURY MANAGEMENT:

- View a recurring cash flow record for current fiscal year in recurring cash flow F/M
- Generate cash flow file maintenance
- Generate a journal entry on the cash flow file maintenance record created
- Go to general journal entry/proof, find journal that was generated and post it

MUNIS SELF SERVICE – EMPLOYEES:

Phase 1

- View and update the general administration settings
- Add a new user under users

Phase 2

- View and update application administration under Employee Admin
- View and add a web link or document under Document Administration

Exhibit 3

Support Call Process

Client Support

Tyler Technical Support Department for Munis®

Goal: *To provide an effective support mechanism that will guarantee timely resolution to calls, resulting in high-level client satisfaction.*

Contact Us

Call Tyler's toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler's Support Web site (www.tylertech.com).

Support Organization

Tyler's Technical Support Department for Munis is divided into multiple teams: Financials, Payroll/HR/Pension, Tax/Other Revenue and Collections, Utility Billing and Collections, OS/DBA (Operating System and Database Administration), and TylerForms and Reporting Services.

These "product-specific" teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients' issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Applications	Hours
Financials	8:00am-8:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-8:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms & Reporting Services	8:00am-5:00pm EST Monday-Friday

Focus on Incoming Rate

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75% of our daily calls incoming*, which means you will often start working with a Support Specialist immediately upon calling Tyler.

Leaving Messages for Support

When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- Your full name (first name, last name) and the site you are calling for/from
- A phone number where you can be reached
- The details of the issue or question you have (i.e.: program, • process, error message)
- The priority of the issue (1, 2, 3, or 4)
- When you will be available for a return call (often Support will call back within an hour of receiving your message)

Paging

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press 0 to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

Online Support

Some questions can be handled effectively by e-mail. Once registered as a user on Tyler's Support Web site at www.tylertech.com, you can ask questions or report issues to Support through "Customer Tools". Tyler's Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated e-mail response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via e-mail according to the priority of the incident.

Customer Relationship Management System

Every call or e-mail from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback and resolution. For registered users on Tyler's Support Web site (www.tylertech.com), a list of calls is available real-time under the Tyler Client Portal (TCP).

Call Numbers

Support's goal is to return clients' calls as soon as possible. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Response Goals

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers, review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2 and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — issue is critical to the client, the Munis application or process is down.

Priority 2 Call — issue is severe, but there is a work around the client can use.

Priority 3 Call — issue is a non-severe support call from the client.

Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls

Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open call number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site (www.tylertech.com) and add a note requesting follow-up.

Escalating a Support Call

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Technical Support Product Managers:

Financials Team	Michelle Madore (michelle.madore@tylertech.com)	(X4483)
Payroll/HR/Pension Team	Sonja Johnson (sonja.johnson@tylertech.com)	(X4157)
Tax/Other Revenue/Utility Billing Team	Steven Jones (steven.jones@tylertech.com)	(X4255)
OS/DBA Team	Ben King (ben.king@tylertech.com)	(X5464)
TylerForms & Reporting Services	Michele Violette (michele.violette@tylertech.com)	(X4381)

If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 (cj.mccarron@tylertech.com).

Resources

A number of additional resources are available to you to provide a comprehensive and complete support experience.

Munis Internet Updater (MIU): Allows you to download and install critical and high priority fixes as soon as they become available.

Release Admin Console: Allows you to monitor and track the availability of all development activity for a particular release; right from inside Munis.

Knowledgebase: A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

Remote Support Tool

Some Support calls may require further analysis of your database or setup to diagnose a problem or to assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

E-mail Registration

Clients can go to our Web site and register for e-mail "groups" based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may unregister for one or more distribution lists at any time.

Tyler Web site

Once you have registered as a user on Tyler's Support Web site (www.tylertech.com), you have access to "Customer Tools" and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

Timely TCP Progress Updates

Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

Priority 1 Incidents — Daily updates (only if phone contact is not possible)

Priority 2 Incidents — Weekly Updates

Priority 3 Incidents — Bi-weekly Updates

Priority 4 Incidents — Bi-weekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.

Exhibit 4

Business Travel Policy Summary

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on the trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance-Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and the specific situation require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates range from \$46 to \$71. A complete listing is available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon

Lunch and dinner

Depart after 12:00 noon

Dinner

Return Day

Return before 12:00 noon

Breakfast

Return between 12:00 noon & 7:00 p.m.

Breakfast and lunch

Return after 7:00* p.m.

Breakfast, lunch and dinner

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as

follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00* p.m.

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

5. Entertainment

All entertainment expenses must have a business purpose; a business discussion must occur either before, after or during the event in order to qualify for reimbursement. The highest-ranking employee present at the meal must pay for and submit entertainment expenses. An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee cannot claim a per diem for that same meal.

6. Internet Access -- Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

Effective Date: April 1, 2012

Exhibit 5

Adobe End User License Agreement

ADOBE SYSTEMS INCORPORATED
ADOBE CENTRAL OUTPUT SOFTWARE
Software License Agreement

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licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110-2704, USA.

11.2 U.S. Government Licensing of Adobe Technology. Licensee agrees that when licensing Adobe Software for acquisition by the U.S. Government, or any contractor therefore, Licensee will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. Sections 227-7202-1 and 227-7202-4 (for the Department of Defense). For U.S. Government End Users, Adobe agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

12. Compliance with Licenses. Adobe may, at its expense, and no more than once every twelve (12) months, appoint its own personnel or an independent third party to verify the number of copies and installations, as well as usage of the Adobe software by Licensee. Any such verification shall be conducted upon seven (7) business days notice, during regular business hours at Licensee's offices and shall not unreasonably interfere with Licensee's business activities. Both Adobe and its auditors shall execute a commercially reasonable non-disclosure agreement with Licensee before proceeding with the verification. If such verification shows that Licensee is using a greater number of copies of the Software than that legitimately licensed, or are deploying or using the Software in any way not permitted under this Agreement and which would require additional license fees, Licensee shall pay the applicable fees for such additional copies within thirty (30) days of invoice date, with such underpaid fees being the license fees as per Adobe's then-current, country specific, license fee list. If underpaid fees are in excess of five percent (5%) of the value of the fees paid under this Agreement, then Licensee shall pay such underpaid fees and Adobe's reasonable costs of conducting the verification.

13. Third-Party Beneficiary. Licensee acknowledges and agrees that Adobe's licensors (and/or Adobe if Licensee obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.

Adobe is either a registered trademark or trademark of Adobe Systems Incorporated in the United States and/or other countries.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.
ERP and Schools Division

Sweetwater County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

B
12/11/12

AGREEMENT - Tyler - Taxwise

This agreement ("Agreement") is made this 10th day of November 2012 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 5519 53rd Street, Lubbock, Texas 79414 ("Tyler") and Sweetwater County, with offices at 80 West Flaming Gorge Way, Green River, Wyoming 82935 ("Client").

WHEREAS Client selected Tyler to furnish, deliver, install, and implement the products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary");

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A - SOFTWARE LICENSE AGREEMENT

1. License Grant.

- a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and documentation provided in or with the Tyler Software Products ("Documentation") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement, for as long as Client continues to pay annual license/maintenance fees. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the software and annual license/maintenance fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and Documentation.
- c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- e) Client acknowledges and agrees that the Tyler Software Products and Documentation are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and Documentation confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or Documentation by any party.
- f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Documentation for internal use only.
- h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee and is solely responsible for maintaining its status as a beneficiary.

2. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current specifications and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned

documents, the then-current specifications will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process.

3. Intellectual Property Infringement Indemnification.

a) Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.

b) Client's Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:

- i. Promptly notifies Tyler in writing of any such claim;
- ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
- iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

- i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
- ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;
- iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
- iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
- v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
- vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

d) Remedy.

- i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:
 - (a) Procure for Client the right to continue using the infringing Tyler Software Products; or
 - (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing.
- ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. Expenses. Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices, plus a 10% travel agent processing fee. The current Tyler Business Travel Policy is attached hereto as Exhibit 2. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than twenty-five dollars (\$25) are not available.

2. Cancellation of Services. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) hourly fees associated with the canceled services if Tyler is unable to re-assign its personnel.

3. Additional Services.

- a) The Investment Summary contains a good faith estimate of service fees and travel expenses. Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates, plus travel expenses incurred in accordance with Section B(1).
- b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

SECTION C – MAINTENANCE AGREEMENT

1. Maintenance Services.

- a) This Maintenance Agreement is effective on the earlier of (i) ninety (90) days after use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading; and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. Fees for subsequent years are subject to change. . Notwithstanding the foregoing, Tyler will not increase annual license/maintenance fees by more than the following percentages, based on the license/maintenance fees for the Tyler Software Products set forth in the Investment Summary as of the Effective Date:

- 0% in year two (2)
- 3% in year three (3)
- 4% in year four (4)
- 5% in year five (5)

b) Maintenance Services Terms, Conditions, Limitations and Exclusions.

- i) For as long as a current Maintenance Agreement is in place, Tyler shall, in a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then current support call process in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products shall be void. Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed maintenance fees within sixty (60) calendar days of the due date. Tyler will reinstate maintenance services upon Client's payment of the overdue maintenance fees.
- ii) For as long as a current Maintenance Agreement is in place Tyler shall provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, consulting and training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification. Tyler shall support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.
- iii) Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

c) Client Responsibilities.

- i) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
- ii) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to

provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. As a secondary connectivity tool to the Tyler Servers, Tyler will install a third party secure unattended remote connectivity program which is currently Bomgar. Client will need to provide Tyler a login account with local administrative privileges to the Tyler Servers. Tyler requires that Client also maintain an alternate remote connectivity method (including VPN, if necessary) for backup connectivity purposes. Tyler, at its option, will use the connections to assist with problem diagnosis and resolution.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

1. Agreement to License or Sell Third Party Products.

a) For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the hardware ("Hardware") and third party software ("Third Party Software") set forth in the Investment Summary (collectively, the "Third Party Products").

b) Third Party Product Warranties. Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the developer, manufacturer or supplier of the Third Party Products ("Developer").

c) Third Party Software Maintenance.

i) In the event Client elects not to purchase through Tyler maintenance services on the Third Party Software, it shall be the responsibility of Client to repair and maintain the Third Party Software and purchase enhancements as necessary after installation.

ii) In the event Client elects to purchase through Tyler maintenance services on the Third Party Software, Tyler will facilitate resolution of a defect in Third Party Software with the Developer.

iii) In the event the Developer charges a fee for future Third Party Software release(s), Client shall be required to pay such fee.

SECTION E – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Section E(21). In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

2. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.

b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

3. Indemnification.

a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.

b) Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products, Services, or Third Party Products. Tyler's liability for damages and expenses arising from the Tyler Software Products or Services, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the Fees set forth in the Investment Summary related to the defective product or service. Tyler's liability for damages and expenses arising from the Third Party Products, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the license fee/purchase price of the Third Party Products. Such fees reflect and are set in reliance upon this limitation of liability.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Dispute Resolution. The parties agree to notify each other within fifteen (15) business days of becoming aware of a dispute under this Agreement ("Dispute Notice Date").

The parties further agree that, before resorting to any formal dispute resolution process, they will first engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests. Party principals agree to participate directly in these negotiations. Unless otherwise agreed in writing, the parties shall have fifteen (15) business days from the Dispute Notice Date to begin these negotiations, and thirty (30) days from the Dispute Notice Date to complete these negotiations. All such negotiations will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 and/or any similar applicable state rule.

In the event the parties fail to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.

9. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

10. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

11. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

12. Termination.

a) Termination for Cause. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

b) Termination for Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

13. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

14. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

15. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:

- a) At the time of the disclosure is in the public domain;
- b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d) A party receives from a third party who has a right to disclose it to that party; or
- e) Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

16. Shipping. Delivery shall be F.O.B. shipping point.

17. Payment Terms.

- a) Tyler shall invoice Client \$15,487.50 upon the Effective Date. Such amount equals 25% of the purchase price for the Tyler Software Products.
- b) Tyler shall invoice Client \$37,170 when Tyler has made the Tyler Software Products available to Client for downloading. Such amount equals 60% of the purchase price for the Tyler Software Products.
- c) Tyler shall invoice Client \$9,292.50 upon the earlier of (i) the first use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading. Such amount equals 15% of the purchase price for the Tyler Software Products.
- d) Tyler shall invoice Client fees for services, plus expenses, if and as provided/incurred.
- e) Tyler shall invoice a 50% deposit for modifications upon delivery of specifications and 50% upon delivery of modification. Tyler will perform a modification upon receipt of written notice to proceed from Client. Client will have thirty (30) days from delivery of a modification to test such modification. In the event Client does not report an issue with such modification to Tyler within such thirty (30) day period, the modification will be deemed in compliance with the specifications.
- f) Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.
- g) Payment is due within thirty (30) days of the invoice date.
- h) The year 1 license/maintenance fees of \$16,727 are due upon installation of the Tyler Software Products. Subsequent annual license/maintenance fees will be due on the anniversary of such date.

18. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104

ABA: 121000248

Account: 4124302472

Beneficiary: Tyler Technologies Inc. – Operating

19. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

20. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

21. Notices.

- a) All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:
 - i) Actually received,
 - ii) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
 - iii) Upon receipt by sender of proof of email delivery, or
 - iv) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective

other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

b) Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.
1 Cole Haan Drive
Yarmouth, ME 04096
Attention: Contracts Manager

Sweetwater County
80 West Flaming Gorge Way
Green River, WY 82935
Attention: _____

22. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

23. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.

Tyler Technologies, Inc.

Sweetwater County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Investment Summary

Sweetwater County, Wyoming		
Software Proposal Summary		
September 12, 2012		
Description	Taxation and Billing	Totals
<u>Software Modules</u>		
	\$ 61,950	\$ 61,950
Total Software Modules ----->	\$ 61,950	\$ 61,950
<u>Services</u>		
Project Management	\$ 9,800	\$ 9,800
Training	\$ 12,880	\$ 12,880
Conversion	\$ 35,000	\$ 35,000
Installation Services	\$ 17,360	\$ 17,360
Custom Development	TBD	TBD
Server Staging	\$ 1,400	\$ 1,400
Total Services ----->	\$ 76,440	\$ 76,440
Total Hardware ----->	\$ -	\$ -
Total Cost ----->	\$ 138,390	\$ 138,390
<u>License / Maintenance</u>		
License / Maintenance Fees	\$ 16,727	\$ 16,727

Notes:

1. Travel expenses are not included. Actual expenses are billed at the following rates:
 - o Mileage at \$.555 cents per mile
 - o \$40 Hour Travel Time per person
 - o Meals at \$49 per day per person
 - o Motel/Hotel, Airfare, Rental Car - Actual Cost
2. License / Maintenance may be prorated from the install date to June 30 or December 31.
3. Training, Installation, and Conversion Services are estimated. Client will be billed for actual time incurred.
4. If client file export format meets CSA specifications your conversion costs may be less then if CSA develops custom conversion utility based on client data structure.
5. Project Management Services include but are not limited to pre-site meetings, internal and client meetings, trip and meeting preparation, scheduling and general project oversight.
6. Custom Development specific to your county will be determined at Implementation Meeting.

Sweetwater County, Wyoming

Taxation System

September 12, 2012

Software Modules Purchased Description		Purchase Price	Annual License / Maint	Est Training Services	Est Convert Services	Est Install Services
Treasurer Applications						
Taxation and Billing System	25,000	\$ 45,500	\$ 12,285	80	250	80
Tax Sale Event		\$ 7,200	\$ 1,944	18		12
o Tracks Tax Sale Event						
o Runs Tax Sale Lottery						
o Purchase Multiple Parcels with One Entity						
iTax Web Portal		\$ 7,150	\$ 1,931	2		12
o Web portal allowing access to data and images via the Internet.						
iTax On-Line Payments		\$ 2,100	\$ 567	2		20
o Ability for taxpayers to make on-line payments via the iTax Module.						
Total Software ----->		\$ 61,950	\$ 16,727	92	250	124
Professional Services Summary						
	<i>qty</i>					
Project Management - note #5	Fixed	\$ 9,800				
Training Services - note #3	92	\$ 12,880				
o On-site Training Class						
o Training Preparation						
Conversion - note #3 & #4	250	\$ 35,000				
o Parcel Master Data						
o Delinquent Tax Data						
Installation Services - note #3	124	\$ 17,360				
o Go Live Assistance						
o Month-end Balancing						
Custom Development Services - note #6		TBD				
o Custom Programming						
Server Staging - note #5		\$ 1,400				
o Installation and Configuration of CSA Software						
Totals ---->		\$ 148,390	\$ 16,727			

Sweetwater County, Wyoming

Optional Plug-In Modules

September 12, 2012

Optional Software Modules Description	Purchase License Price	Annual License / Maint	Estimated Training Hrs	Estimated Install Hrs
Tax Optional Plug-Ins				
IA Remittance Processing (>50,000 Transactions) o Full Single Workstation License	\$ 8,750	\$ 2,625	12	24
IA Exchange Enterprise Software o Enterprise License Check 21 FED Exchange X9.37 - 2003	\$ 2,500	\$ 675		
TS230 Image/MICR Scanner o LS150-150 Scanner w/inkjet o Advanced Warranty Replacement -2yr o USB 2.0 up to 150 dpm, autofeeder	\$ 2,195			
Shear Tech MJ-2500 Check Jogger o Aligns checks and improves accuracy of scanning	\$ 435			
RSID's o Rural Special Improvement District Assessment	\$ 13,650	\$ 3,686	24	TBD 60

Pricing for optional products and services shall be valid for six (6) months from the Effective Date.

Exhibit 2

Tyler Business Travel Policy

1. Air Travel

A. Reservations and Tickets

The travel coordinator has been directed to provide travelers the lowest available airfare within two hours before or after the requested departure time (a.k.a. two-hour window). Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities.

B. Baggage Fees

Fees for checking up to two pieces of baggage will be fully reimbursed, provided they are directly related to Tyler business. Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Business use of an employee's private automobile will be reimbursed at the current IRS rate plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars when cost, convenience and the specific situation require their use. The Company has selected specific providers as its primary rental car firms. Reservations must be made through the travel coordinator or online booking tool to ensure that we take full advantage of the contract. When renting a car for Company business, employees should decline the "collision damage waiver" and "personal accident insurance" on the rental agreement as the Company carries leased vehicle coverage for any employee leasing a vehicle for business purposes. Travelers should also decline the "fuel purchase option" and return the car with a full tank of gas. The Company will not reimburse for non-essential products and services such as GPS devices and Satellite Radio.

C. Public Transportation

Taxi or airport limousine services should be considered when traveling in and around cities or to and from airports. The Company will reimburse the actual fare plus a reasonable tip (15-18%). In the case of a free hotel shuttle to the airport, a \$1 tip per bag is reimbursable.

3. Lodging

The Company has selected specific providers as its preferred hotel vendors. Reservations must be made through the travel coordinator or online booking tool to ensure that we take full advantage of the contracts. Hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment should be selected. Typical hotel cost per night should not exceed \$100 per night before taxes. If the customer has a discount rate with a local hotel, please notify the travel coordinator as soon as possible to ensure that all employees can take advantage of the rate.

4. Meals

Meals while on travel status are reimbursable per the rate published by the IRS at www.gsa.gov/perdiem

The split for the per diem meals is:

- 15% Breakfast
- 25% Lunch
- 60% Dinner

A. Overnight Travel

Employees on overnight travel status are eligible to claim all three meals on their expense report except as follows:

Departure Day

- | | |
|--------------------------|------------------|
| Depart before 12:00 noon | lunch and dinner |
| Depart after 12:00 noon | dinner |

Return Day

- | | |
|---------------------------------------|-----------------------------|
| Return before 12:00 noon | breakfast |
| Return between 12:00 noon & 8:00 p.m. | breakfast and lunch |
| Return after 7:00* p.m. | breakfast, lunch and dinner |

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

B. Same Day Travel

Employees traveling at least 2 hours to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 8:00* p.m.

*8:00 is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access -- Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If your hotel charges for internet access it is reimbursable up to \$15.00 per day. Charges for internet access at airports are not reimbursable.

Effective April 1, 2012

Memorandum for File

Subject: Vulnerability Assessment and Penetration Testing Authorization

Date: 11/6/2012

To properly secure Sweetwater County's information technology assets, the information security team is required to assess our security stance periodically by conducting vulnerability assessments and penetration testing. These activities involve scanning our desktops, laptops, servers, network elements, and other computer systems owned by this organization on a regular, periodic basis to discover vulnerabilities present on these systems. The schedule for these security audits can be found in the Sweetwater County Security Audit Policy. Only with knowledge of these vulnerabilities can our organization apply security fixes or other compensating controls to improve the security of our environment.

All information gathered during these tests shall be used to better secure the County's sensitive data and systems. Any information will be deemed confidential as it pertains to sensitive data and the County's security posture, or measures being used to maintain security.

The purpose of this memo is to grant authorization to specific members of our information security team to conduct vulnerability assessments and penetration tests against this organization's assets. To that end, the undersigned attests to the following:

- 1) Mike Cooke, Mike Hart, and Tim Knight have permission to scan the organization's computer equipment to find vulnerabilities. This permission is granted for Fiscal year 2012/2013
- 2) The Sweetwater County Board of County Commissioners has the authority to grant this permission for testing the organization's Information Technology assets.

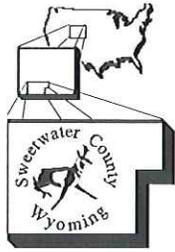
Commission Chair Signature: _____ Date: _____

Commissioner Signature: _____ Date: _____

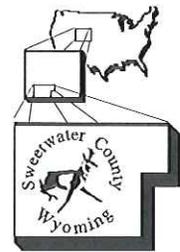
BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: 10/2/12 11-6-12	Presenters Name: Garry McLean
Department or Organization: Human Resources	Contact Phone and E-mail: 307-872-3913
Exact Wording for Agenda: Supplemental Insurance discussion	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 10 min
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: no
Additional Information:	
As of distribution time Handout was not received.	
* Rec'd on 10-10-12 @ 5:00 p.m.	
10-1-12 Garry requested to be removed from 10-2-12 Agenda as need more time to prepare. Requested to place on 11-6-12 Bacc meeting.	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. ****If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.****
- Any documents requiring Board Action or signature are considered agenda items and need to be requested in the same manner.



Sweetwater County Department of Human Resources



80 W. Flaming Gorge Way, Ste. 17
Green River, WY 82935

E-MAIL: swchr@sweet.wy.us

Phone: 307-922-5429 (RS)
307-872-3910 (GR)
Fax: 307-872-3996

MEMORANDUM

To: Sweetwater County Board of County Commissioners
From: Garry McLean, Human Resources Director 
Date: October 30, 2012
RE: **Supplemental Insurance Recommendations**
C: Health Insurance Committee

For many years the County has permitted employees to purchase individual supplemental insurance products through payroll deductions. These products are cancer, accident, critical illness and supplemental life policies. In the past, the providers offered **individual** policies, but recently they have begun to offer **group** products. Essentially with group products, the vendor agrees to provide a higher benefit level at a lower cost. The County must meet certain participation thresholds in order to get the group rate. In addition, these group products can be administered more efficiently because the vendors are willing to connect their enrolment program with the County's health insurance information system (SELERIX), thus permitting online enrollment, self-billing, employee self-service and other benefits.

To fairly evaluate these group products, a RFP was sent out by the County's health insurance consultants, Diversified Insurance Group. After an initial assessment, there were clearly two top providers; AFLAC and ALLSTATE. The insurance committee began to evaluate which provider offered the best value for employees and efficiency in administration.

Initially there were a number of questions and concerns, but the Committee agreed that AFLAC was the best provider and had a better product selection for the following reasons;

- 1. Group Products Superior:** First, it was clear that the group products were superior in features and less expensive in price than the individual products that these and other companies had been offering to employees. The group buying power would give employees a higher level of benefits and less cost than they could otherwise receive purchasing an individual plan. This is no surprise, as this is the primary reason we provide group, rather than individual health insurance.
- 2. Products Similar:** It was a complex task to compare the ALLSTATE and AFLAC insurance products because, while the companies provide nearly identical categories of coverage (e.g., cancer, critical illness, life, etc.). They package these products in different ways, making an apples to apples comparison difficult. In the end, when viewed as a whole, each had strengths

in some areas and weakness in others, leading the committee to conclude that the products were roughly equal.

3. **Cost a Primary Factor:** In looking at existing employee purchasing patterns it is clear that price is a top deciding factor, if not the primary deciding factor. ALLSTATE clearly provides a richer benefit (approximately 30% better) but at a much higher cost (35-48% higher). As such, based upon this important factor, AFLAC had the edge.
4. **Choice:** Both ALLSTATE AND AFLAC are industry leaders and offer a full range of supplemental insurance choices and products. As such, we are confident that employees will find the supplemental products that are desired at better price, than the products could be purchased on an individual basis.
5. **Existing Customers:** Recently AFLAC enrolled a number of County/agency employees with their group products. The group products offered were the same as the products AFLAC submitted in response to the RFP. As such, unless ALLSTATE offered a significantly better group product it would not make sense to go through another open enrollment and the requisite work to convert the existing employees from their AFLAC plan to an ALLSTATE plan. The committee did not find a significant difference to warrant a change from the AFLAC group plan.
6. **Local Office:** AFLAC has local (both Rock Springs and Green River) agents who can service employees and their benefits conveniently. In addition, those employees that have used these agents have generally had a positive experience. The AFLAC agents only provide AFLAC supplemental insurance products and do not sell home, auto or other insurance products. ALLSTATE, by comparison uses their existing agent network to service the products and we have no experience with their service. The committee remains skeptical about their service capabilities given that the agent's primary lines of business are auto, home and life insurance products.

RECOMMENDATION/SUMMARY

Based upon the above considerations, the Committee recommends that the County and the component units of the County offer the AFLAC group supplemental insurance plan to all of its employees during an open enrollment period beginning November 28, 2012. Other voluntary insurance products will be considered next year and each year thereafter prior to open enrollment.

Employees with Colonial or other Supplemental Products: Those employees who have Colonial or other supplemental insurance products will have a chance, during the open enrollment period to convert their plans to AFLAC. However, if, for any reason, an employee believes that his/her existing supplemental plan is better or otherwise chooses to continue coverage with their existing plan, he/she may do so through an existing payroll deduction/s.

Move Enrollment to the SELERIX Database: As with the other health insurance products, participating employees will be able to enroll and change their benefits through the SELERIX system currently being implemented. By doing this, the administration of benefits offered to the employees will be much more efficient and convenient for employees.

INMATE TELECOMMUNICATION LOCATION AGREEMENT

This Inmate Telecommunication Location Agreement ("Agreement") is made as of the Effective Date (defined below), by and between Sweetwater County Jail, whose principal address is 50140 South Hwy 191 South, Rock Springs, WY 82901, ("Customer") and Telmate, LLC ("Telmate").

WHEREAS, Telmate is engaged in the business of operating, vending, and maintaining coin operated and non-coin operated inmate electronic communications equipment and systems ("Equipment") and,

WHEREAS, Customer desires to utilize the service, expertise, and Equipment of Telmate,

NOW, THEREFORE, in consideration of the mutual promises and covenants set out herein, Telmate and Customer hereby agree as follows:

1. **Agreement.** Customer grants to Telmate the exclusive right and license to install, implement, maintain, and derive revenue from the use of Equipment located at an incarceration facility commonly known as Sweetwater County Jail, and whose physical address is 50140 South Hwy 191 South, Rock Springs, WY 82901 ("Facility"). Customer appoints Telmate as its exclusive inmate communications agent, charged and authorized with making changes, implementing and updating features, and otherwise establishing such functionality and taking such steps which Telmate considers, in its sole discretion, in best interest and designed to keep Facility using the best features with a state-of-the-art, leading system.

2. **Term.** This Agreement shall commence on the date of last signature by a party below (the "Effective Date") and shall end three (3) years from the latter of (a) sixty (60) days after the Effective Date or (b) the date that Facility begins or switches over to using, and notifies Telmate of its acceptance of, Telmate Equipment ("Initial Term"). If the normal business operation of the Facility is interrupted for any reason (e.g., due to act of God, an inmate riot, or strike) the expiration of the Term of this Agreement shall be extended for a period of time equal to the period of such interruption or stoppage of business operations.

3. **Renewal.** After the Initial Term, this Agreement shall automatically renew for one (1) additional terms of two (2) years time period thereafter (a "Renewal Term"), upon the terms and conditions herein set forth, unless written notice is sent by either party at least sixty (60) days prior to the end of the Initial Term (the Initial Term together with any Renewal Term collectively comprise the "Term"). The parties may extend the Agreement thereafter by mutual consent. Customer agrees to provide Telmate advance written notice 180 days prior to Customer releasing any RFP that includes all or part of Equipment or services offered by Telmate, during the Initial Term or any applicable Renewal Term.

4. **Initial Investment.** The parties recognize that Telmate has invested or shall invest significant up-front resources, infrastructure and Equipment in establishing and maintaining the electronic communications at Facility. Such business model relies on a service term of a length in order for Telmate to recoup such investment and costs without otherwise requiring up-front or any payment from Customer. As such costs would be difficult if not impossible to determine,

the parties agree that if this Agreement is not renewed or terminated by Customer, or any functionality of the Equipment is prevented or disabled by Customer, other than due to Telmate's breach as set forth in Section 11 below, Customer shall pay to Telmate the fees set forth in Schedule B hereof.

5. **Commissions.** In consideration for the right to install, maintain, and operate the Equipment within the Facility, Telmate agrees to pay Customer a monthly commission of **thirty percent (30%)** of the Gross Revenue generated as a result of collect phone calls and a monthly commission of **thirty percent (30%)** of the Gross Revenue generated as a result of pre-paid phone calls made through use of Telmate's Equipment. Telmate shall pay such commissions on all calls including Local, Intralata, Interlata, Interstate, and International calls. Commissions will be based on Revenues from all completed calls. Gross Revenue excludes Taxes, Government Imposed Fees or Charges, and any applicable Billing or Security Fees. Such commissions shall be paid by Telmate to Customer by check on a monthly basis. Such payment shall be made no later than 45 days following the month in which the revenues were generated from Telmate's Equipment. Said commissions checks will be made payable to Customer and mailed to Customer's address set forth above. All such commission payments shall be final and binding unless written objection thereto is received by Telmate from Customer within thirty (30) days of payment by Telmate to Customer.

6. **Amount and Location of Equipment.** The exact location(s) of the Equipment at Customer's Facility shall be as per the mutual written agreement of the parties hereto.

7. **Rates.** The parties to this Agreement shall mutually agree on the initial rates charged for any and all collect calls and any and all prepaid calls made with the use of the Equipment. The rates shall be set out in the Schedule A attached to this Agreement incorporated herein by reference. Rates for any new features or Equipment not yet established above shall be set by Telmate with input and assistance by Customer.

8. **Exclusivity.** During the Term of this Agreement, Customer grants to Telmate the exclusive right and license to install, maintain, and operate communication Equipment governing all inmate calls and electronic communications, including but not limited to local, long distance and international, including but not limited to collect calls, debit calls, within any facility owned or operated by Customer. During the Term of this Agreement Customer shall not provide to any third party access to Telmate's Equipment.

9. **Maintenance of Equipment.** During the Term of this Agreement, Telmate will repair and maintain its Equipment in good operating condition and shall exclusively maintain its Equipment in such condition by furnishing all necessary parts and labor reasonably necessary for the successful operation of the equipment. Telmate has the exclusive access to open, adjust, remove, disconnect, repair, replace, or alter the Equipment. Customer shall permit employees or contractors of Telmate reasonable access in order to provide such service, repair, and maintenance on Equipment. Telmate's Equipment shall remain the property solely of Telmate. Upon termination of this Agreement, Telmate shall have the right to enter upon the premises to remove the Equipment. Customer shall notify Telmate of any misuse, destruction, damage, or vandalism to the Equipment as soon as practicable. Customer shall exercise reasonable care to prevent damage or destruction of Telmate's Equipment.

10. Surveillance. Telmate and Customer realize and agree that the Equipment may allow Customer to monitor, eavesdrop, and/or otherwise record inmate's use of the Equipment. Customer understands and agrees that Telmate has made no warranties, express or implied, as to the legality of such monitoring and/or eavesdropping, and will indemnify and hold harmless Telmate from and against any claims, damages, loss or injury associated with Customer or Customer's agent's monitoring, eavesdropping or otherwise recording such use.

11. Default and/or Termination of Agreement. If Customer or Telmate defaults in its performance of any obligations hereunder, the non-defaulting party may notify the defaulting party in writing of such default with specific attention to detail. The defaulting party must cure such default within sixty (60) days from receipt of notice of default, otherwise the non-defaulting party shall have the right to terminate this Agreement and pursue all legal and equitable remedies available to the non-defaulting party. If any governmental tax, fee, regulation, or tariff, or any other law prevents Telmate from providing the services agreed to hereunder or makes the continuation of this Agreement economically impracticable then Telmate may, at its own discretion, terminate this Agreement without liability. On any termination of this Agreement, Customer shall allow Telmate reasonable access to facility in order to remove equipment, including electrical and Ethernet wiring and conduits. Telmate agrees to remove their equipment within 30 days after such termination.

12. Liability Indemnification. Customer assumes the risk of liability arising from or pertaining to its possession, operation, or use of Equipment. Customer shall indemnify and hold Telmate harmless from and against any and all claims, costs, expenses, damage, and liabilities, arising from or pertaining to its use, possession, or operation of Equipment. Telmate does not assume any liability for any acts or omissions of Customer or Customer's agents, or employees. Customer hereby releases Telmate and agrees to indemnify Telmate and hold Telmate harmless from any and all claims against Customer of any kind or nature whatsoever, arising out of or resulting from the use and/or operation of the Equipment by Customer or the inmates, or prior vendors of the Equipment, including any expenses and attorney's fees which Telmate may incur in defending any such claims. Customer shall indemnify and hold Telmate harmless from any and all liability, loss, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property resulting from or based upon the actual or alleged use or operation, of any or all of the Equipment, and shall at its own cost and expense defend any and all judgments and fines that may be recovered against Telmate in any such action or actions, provided, however, that Telmate shall give Customer written notice of any such claim or demand.

13. Confidentiality. Customer acknowledges that in the course of discussions leading up to this Agreement, and in performing the work and installing the Equipment pursuant to this Agreement, Telmate may make information available to Customer or Customer may otherwise learn of trade secret or confidential information of Telmate (collectively, "Confidential Information"). Confidential Information includes all Telmate or its vendors' information not generally known or used by others and which gives, or may give, Customer or a third party an advantage over its competitors or which could cause Telmate or its vendors injury, embarrassment, or loss of reputation or goodwill if disclosed. Such information includes, but is not necessarily limited to, the Equipment provided by Telmate, data of Telmate which identifies

or concerns past, current or potential customers or employees, information about business practices, financial results, research, development, systems and plans, and/or certain information and material identified by Telmate as "Confidential". Confidential Information may be written, oral, recorded, or on tapes, disks or other electronic media. Because of the sensitive nature of the information that Customer and its personnel may become aware of as a result of this Agreement, the intent of the parties is that these provisions be interpreted as broadly as possible to protect Telmate's Confidential Information.

Customer specifically acknowledges and agrees that the Equipment and proprietary Software platform furnished by Telmate is Confidential Information, is owned by Telmate, is considered a proprietary trade secret and is a matter of strict confidentiality. Customer also acknowledges that the unauthorized use or disclosure of any Confidential Information, including but not limited to the Equipment and proprietary Software platform, will cause irreparable harm to Telmate. Accordingly, Customer agrees that Telmate shall be entitled to equitable relief, including injunction and specific performance without the necessity of posting a bond, in addition to all other remedies available at law or in equity for any threatened or actual breach of this Agreement. Notwithstanding any other provision of this Agreement, Customer agrees that, in the event Telmate terminates this Agreement due to a breach by Customer of any or all of these Confidential Information provisions, then Customer shall: (a) be responsible for all Telmate attorney fees resulting from the enforcement of these provisions; (b) pay to Telmate the amount of revenue that Telmate would have received under this Agreement but for the termination (as such amount is determined by Telmate in its sole discretion); (c) pay to Telmate all revenues generated by Customer as a result of Customer's use of the Confidential Information; and (d) pay all other damages, whether direct or indirect, as such damages are determined by a court of competent jurisdiction.

14. Authority. Customer and Telmate warrant and represent to each other they have the authority to enter into this binding Agreement and to bind themselves to such Agreement.

15. Assignment. Customer may not sell, lease, assign, or otherwise transfer any of the rights or obligations hereunder to a third party without the prior written agreement of Telmate. Telmate may sell, lease, assign, or otherwise transfer any of its rights or obligations hereunder to any third party on thirty (30) days written notice to Customer.

16. Notices. All notices provided for in this Agreement shall be in writing and shall be sent Certified Mail, Return Receipt Requested, or by other reputable overnight carrier, to the parties at the addresses set out above or any other address as specified by a party by prior written notice to the other party. Said notice shall be deemed received upon receipt thereof by addressee.

17. Entire Agreement. This Agreement sets forth the entire understanding of Telmate and Customer and supersedes all prior agreements, arrangements, and communications, whether oral or written with respect to the subject matter herein. This Agreement may be modified or amended only in writing signed by both Parties.

18. Miscellaneous. This Agreement shall be construed under and governed by the laws of the State of Wyoming. Proper venue shall only be the courts of Wyoming. No waiver by

either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Customer, and Telmate, and Telmate's successors and assigns. This Agreement cannot be modified other than by written instruments signed by Customer and Telmate.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CUSTOMER

TELMATE

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**SCHEDULE A
RATES**

1. The Local rate for any and all Collect Calls will be \$0.50 connect charge and \$0.50 per minute up to 10 Minutes.
2. The Local rate for any and all Pre-Paid calls will be \$0.50 connect charge and \$0.50 per minute up to 10 Minutes.
3. The Intralata rate for any and all Collect Calls will be \$0.50 connect charge and \$0.50 per minute up to 10 Minutes.
4. The Intralata rate for any and all Pre-Paid calls will be \$0.50 connect charge and \$0.50 per minute up to 10 Minutes.
5. The Interlata rate for any and all Collect Calls will be \$0.50 connect charge and \$0.50 per minute up to 10 Minutes.
6. The Interlata rate for any and all Pre-Paid Calls will be \$0.50 connect charge and \$0.50 per minute up to 10 Minutes.
7. The Interstate rate for any and all Collect Calls will be \$0.50 connect charge and \$0.50 per minute up to 10 Minutes.
8. The Interstate rate for any and all Pre-Paid Call will be \$0.50 connect charge and \$0.50 per minute up to 10 Minutes.

*****Call Rates shown do not include a pass through of Local, County, State and Federal Taxes, and mandated Universal Service Fund Fees

- 1 lobby kiosk(s)
- 1 booking kiosk(s)
- 25 inmate phones(s)
- 9 video visitation station(s)
- 1 mobile video visitation station(s)

SCHEDULE B

INVESTMENT RECOUPMENT

As set forth in Section 4 of the Agreement, the parties recognize that Telmate has invested or shall invest significant up-front resources, infrastructure and Equipment in establishing and maintaining the electronic communications at Facility. In the event of termination or non-renewal by Customer, other than due to Telmate's breach as set forth in Section 11 of the Agreement, Customer shall pay to Telmate the following fee, based on how far into the Agreement the termination occurs:

Termination between...

Effective Date and 1 st anniversary:	<u>\$260,525.00</u> ("Recoupment Fee")
1 st and 2 nd anniversaries:	80% of Recoupment Fee
2 nd and 3 rd anniversaries:	60% of Recoupment Fee
3 rd and 4 th anniversaries:	40% of Recoupment Fee
4 th and 5 th anniversaries:	20% of Recoupment Fee
5 th anniversary onward:	0% of Recoupment Fee

Payment shall be due forty-five (45) days after the date of termination or non-renewal, or invoice by Telmate, whichever occurs first.

Sweetwater County
Request to Restaff Vacant Position

Board Meeting Date: 11/6/2012
 Department: Sheriff's Office - Detention Center
 Position: Control Room Worker
 Vacancy Date: 11/7/2012
 Reason for vacancy: Voluntary resignation
 Department Request: To Restaff position immediately, in a full time capacity with full benefits
 Anticipated Re-staff Date 12/1/2012

Board Action	
Approved _____	Date: <u>11/6/2012</u>
Denied _____	
Full time _____	# Hours (if part time) _____
Part time _____	Delay restaffing until (month) _____
Restaff Immediately _____	

	Position	Hire Date	Monthly								Total cost of employment (salary + benefits)	Annual Cost of employment	Cost of employment for the Remainder of FY (7 months)
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits				
Current costs for Detention Employee	Detention Control Worker (10 months Grade 9, step 2 rate of pay)	1/9/2012	\$ 2,864.75	\$ 404.50	\$ 553.07	\$ 19.19	\$ 219.15	\$ 58.44	\$ 1,254.36	\$ 4,119.11	\$ 49,429.33	\$ 28,833.78	
Anticipated Costs to restaff Position Vacancy	Detention Control Worker (grade 9, step 1. * see notes below)	12/1/2012	\$ 2,781.33	\$ 392.72	\$ 1,415.97	\$ 18.63	\$ 212.77	\$ 56.74	\$ 2,096.84	\$ 4,878.17	\$ 58,538.04	\$ 34,147.19	
Net Difference (savings)			\$ (\$3.42)	\$ (11.78)	\$ 862.90	\$ (0.56)	\$ (6.38)	\$ (1.70)	\$ 842.48	\$ 759.06	\$ 9,108.71	\$ 5,313.41	

NOTES

Health Insurance: Anticipates Family health insurance coverage, for new employee.
 Costs calculated using a re-staffing date of: 12/1/2012
 Current employee's Accrued leave payouts total approx. \$2,582.17, as of 11/7/12.
 Number of months to recover leave accrual payout: 0.63

 Reviewed by HR Representative (signature)

 Reviewed by Department Head/ Elected Official (signature)

 Commission Chair (signature)

10-31-12
 Date:
10-31-12
 Date:

 Date:

**Sweetwater County
Request to Re-staff Vacant Position**

Board Meeting Date: 11/6/2012

Department: Sheriff's Office - Detention Center

Position: Detention Officer

Vacancy Date: 11/24/2012

Reason for vacancy: Voluntary resignation

To Re-staff position after current employee resigns, in a full time capacity

Department Request: with full benefits

Anticipated Re-staff Date 12/1/2012

Board Action	
Approved _____	Date: 11/6/2012
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Salary	Retirement	Health Insurance	LTD	FICA	Monthly			Total cost of employment (salary + benefits)	Annual Cost of employment	Cost of employment for the Remainder of FY (7 months)
								Workers Compensation	Total benefits	Total cost of employment (salary + benefits)			
Current costs for Detention Employee	Detention Officer II (4 years, Grade 16, step 3 rate of pay)	10/8/2008	\$ 4,151.92	\$ 714.13	\$ 965.00	\$ 27.82	\$ 317.62	\$ 84.70	\$ 2,109.27	\$ 6,261.19	\$ 75,134.27	\$ 43,828.52	
Anticipated Costs to re-staff Position Vacancy	Detention Officer I (grade 15, step 1, * see notes below)	12/1/2012	\$ 3,727.25	\$ 641.09	\$ 1,415.97	\$ 24.97	\$ 285.13	\$ 76.04	\$ 2,443.20	\$ 6,170.45	\$ 74,045.40	\$ 43,193.15	
Net Difference (savings)			\$ (424.67)	\$ (73.04)	\$ 450.97	\$ (2.85)	\$ (32.49)	\$ (8.66)	\$ 333.93	\$ (90.74)	\$ (1,088.87)	\$ (635.17)	

NOTES

Health Insurance: Anticipates Family health insurance coverage, for new employee.

Costs calculated using a re-staffing date of: 12/1/2012

Current employee's Accrual leave payouts total approx. \$1,007.24, as of 11/24/12

Number of months to recover leave accrual payment: 0.16

Reviewed by HIR Representative (signature) _____

Date: 11-6-12

Reviewed by Department Head/ Elected Official (signature) _____

Date: 11-30-12

Commission Chair (signature) _____

Date: _____

**Sweetwater County
Request to Re-staff Vacant Position**

Board Meeting Date: 11/6/2012
 Department: Sheriff's Office - Detention Center
 Position: Detention Officer
 Vacancy Date: 10/26/2012
 Reason for vacancy: Voluntary resignation
 Department Request: To Re-staff position immediately in a full time capacity with full benefits
 Anticipated Re-staff Date: 12/1/2012

Board Action		Date:
Approved	_____	11/6/2012
Denied	_____	
Full time	_____	
Part time	_____	
# Hours (if part time)	_____	
Delay re-staffing until (month)	_____	
Re-staff immediately	_____	

	Position	Hire Date	Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits	Total cost of employment (salary + benefits)	Annual Cost of employment	Cost of employment for the Remainder of FY (7 months)	Monthly	
													Net Difference (savings)	
Current costs for Detention Employee	Detention Officer 1 (1 year, Grade 15, step 2 rate of pay)	9/8/2011	\$ 3,839.08	\$ 660.32	\$ 1,065.61	\$ 25.72	\$ 293.69	\$ 78.32	\$ 2,123.66	\$ 5,962.74	\$ 71,552.89	\$ 41,739.18		
Anticipated Costs to re-staff Position Vacancy	Detention Officer 1 (grade 15, step 1 - * see notes below)	12/1/2012	\$ 3,727.25	\$ 641.09	\$ 1,415.97	\$ 24.97	\$ 283.13	\$ 76.04	\$ 2,443.20	\$ 6,170.45	\$ 74,045.40	\$ 43,193.15	\$ (111.83)	\$ (19.23)

NOTES

Health Insurance: Anticipates Family health insurance coverage for new employee.

Costs calculated using a re-staffing date of: 12/1/2012

Current employee's Accrual leave payouts total approx. \$4,027.02, as of 10/26/12.

Number of months to recover leave accrual payout: 0.68

Reviewed by ITR Representative (signature) _____ Date: 10-31-12
 Reviewed by Department Head/Elected Official (signature) _____ Date: 10-31-12
 Commission Chair (signature) _____ Date: _____

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: 11/6/12	Presenters Name: Krisena Marchal & John Radosevich
Department or Organization: Grants, Public Works and Ur-Energy/Lost Creek ISR, LLC (Steven Hatten and Wayne Heili)	Contact Phone and E-mail: 872-6470 marchalk@sweet.wy.us
Exact Wording for Agenda: Public Hearing and Request the Approval of the 2012 BRC Business Committed Grant Application Documents for Ur-Energy (Lost Creek ISR, LLC)	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Action Item - 30 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information:	
The following actions are requested after the presentation about the project:	
1. Public Hearing to receive citizen input about the Project	
2. Motion to approve, and have the Chairman sign, the 2012 BRC Business Committed Grant Application Declaration for Upgrades to Sweetwater County Road 4-23	
3. Motion to approve Resolution 12-11-GR-01 for the 2012 BRC Business Committed Grant Application for Upgrades to Sweetwater County Road 4-23	
4. Motion to approve, and have the Chairman sign, the Contingency & Development Agreement between Sweetwater County and Lost Creek ISR, LLC	
5. Motion to approve, and have the Chairman sign, the Road Maintenance Agreement between Sweetwater County and Lost Creek ISR, LLC	

To: Sweetwater County Commissioners

From: Krisena Marchal

Subject: BOCC Meeting 11/6/12

Public Hearing and Request the Approval of the 2012 BRC Business Committed Grant Application Documents for Ur-Energy (Lost Creek ISR, LLC)

Executive Summary:

Ur-Energy (aka Lost Creek ISR, LLC) is requesting Sweetwater County's collaboration to prepare, sponsor and submit a Business Ready Community (BRC) Business Committed Grant Application to the Wyoming Business Council in the amount of \$1,500,000.

Ur-Energy recently acquired the final necessary permit for its Lost Creek Project and will invest 30 to 40 million dollars to initiate construction and production operations for in-situ uranium mining at the site located south of Bairoil. This Project will significantly affect Sweetwater County's uranium industry which previously, contributed minimal amounts to the County's assessed valuation. Sweetwater County recently supported Ur-Energy's issuance of Industrial Development Revenue Bonds. County road 4-23 will be used as the primary access road to reach Ur-Energy's Lost Creek Property.

The grant project consists of upgrading 11 to 12 miles on County Road 4-23 which is in poor condition with a 4 inch crushed base towards the Lost Creek Property. It would be an extension of upgrades already done between Wamsutter and the Luman intersection in the amount of \$1,613,981, and would significantly improve conditions for 1/3 of the distance to the Lost Creek Property. In addition, Lost Creek ISR, LLC will be responsible for road maintenance during inclement weather periods as detailed in the Road Maintenance Agreement.

The public benefits for this grant project are:

- a. Increased safety, mitigation of dust, and reduction of muddy and dangerous conditions for all users including new vehicular traffic resulting from Ur-Energy Inc.'s new investment of 30 to 40 million dollars for in-situ uranium mining at the Lost Creek Property (Lost Creek ISR, LLC), including: employee use, delivery vehicles, tank trailers, tractor-trailers; and
- b. Improved accessibility, service and deliverability for economic and community development objectives including uranium, oil and natural gas, emergency services, ranchers, hunters, etc.; and
- c. Reduced unemployment in Sweetwater and Carbon Counties by the creation of 50 to 60 new permanent and good paying jobs at Ur-Energy Inc. (Lost Creek ISR, LLC) and an additional full-time work to 35 to 45 drilling contractor employees; and
- d. Contribution of approximately 34 million dollars to the state and local tax base over the next ten years by Ur-Energy Inc. (Lost Creek ISR, LLC) which will also lessen the County's revenue reliance on taxes of oil and gas production, and trona.

This grant application requires a 10 percent match which will be paid by Lost Creek ISR, LLC. The project budget is summarized below:

2012 BRC Business Committed Grant Project – Upgrades to County Road 4-23

	Grant Request	Lost Creek	Sweetwater County	TOTAL GRANT PROJECT
• Architectural and Engineering Fees	1,500,000	166,667	In-kind staff assistance	1,666,667
• Other Fees (Surveys, test, etc.)				
• Project Inspection Fees				
• Construction				
• Contingencies				
	\$1,500,000 (90%)	\$166,667 (10%)	\$0 (0%)	\$1,666,667 (100%)

Recommendation:

Staff recommends approval of the grant documents but notes that 2/3 of County Road 4-23 to the Lost Creek will not benefit from the grant project.

Attachments:

1. Vicinity Map of grant project
2. BRC Business Committed Grant Application Declaration
3. Resolution 12-11-GR-01 for the BRC Business Committed Grant Application
4. Contingency & Development Agreement between Sweetwater County and Lost Creek ISR, LLC
5. Road Maintenance Agreement between Sweetwater County and Lost Creek ISR, LLC (by John R.)

Actions Requested:

- (1) Public Hearing to receive citizen input about the Project
- (2) Motion to approve, and have the Chairman sign, the 2012 BRC Business Committed Grant Application Declaration for Upgrades to Sweetwater County Road 4-23
- (3) Motion to approve Resolution 12-11-GR-01 for the 2012 BRC Business Committed Grant Application for Upgrades to Sweetwater County Road 4-23
- (4) Motion to approve, and have the Chairman sign, the Contingency & Development Agreement between Sweetwater County and Lost Creek ISR, LLC
- (5) Motion to approve, and have the Chairman sign, the Road Maintenance Agreement between Sweetwater County and Lost Creek ISR, LLC

Lost Creek Permit Area



287

Jeffrey City

220

Fremont County

Bairoil

County Road 22

SR 73

287

Lost Creek Permit Area

Main Turn Off to Plant Site

Spenser Road

Mineral X Road

Sweetwater County

Carbon County

Proposed upgrades to approximately 11-12 miles on this portion of the road with the 50% Business Committed Grant

Wamsutter - Crook's Gap Road (County Rd 22)
Approximate Distance from Mineral X Road to Main Turn Off is 24.8 miles

Approximately \$1,613,981 (from various County resources) has already been expended for upgrades on this portion of the road since 2010

Rawlins

80

Wamsutter



Date: 4/14/2019	<p>MAP 1 Lost Creek Permit Area Sweetwater County WYOMING</p>
Revised: 10/20/2021	
Author: cwf	
Office Location:	
Drawing:	
Scale: 1:125,000	Projection: Wyoming 4953, West Central Zone 4 (1927)



1. PROJECT TITLE: Upgrades to Sweetwater County Road 4-23

2. APPLICANT INFORMATION

Applicant: Sweetwater County
 Responsible Elected Official: Wally J. Johnson, Chairman
 Mailing Address: 80 West Flaming Gorge Way, Suite 109
 Green River, WY 82901

Local Contact: John P. Radosevich, P.E.
 Position: Public Works Director (Sweetwater County)
 Mailing Address: 80 West Flaming Gorge Way, Suite 23
 Green River, WY 82935
 Phone: (307) 872-3921
 Email: radosevichj@sweet.wy.us

3. PROJECT ADMINISTRATION CONTACT

Organization Name: Sweetwater County
 Contact Person: Krisena Marchal, Grants Manager
 Mailing Address: 80 West Flaming Gorge Way, Suite 19
 Green River, WY 82935
 Phone: (307) 872-6570
 Email: marchalk@sweet.wy.us

4. TYPE OF PROJECT

	<u>Infrastructure Type</u>	<u>Brief Description</u>
<input checked="" type="checkbox"/>	Transportation	Upgrades to approximately 11 to 12 miles on County Road 4-23 to improve safety conditions and accessibility to Ur-Energy's Lost Creek Property for in-situ uranium mining.
<input type="checkbox"/>	Building	
<input type="checkbox"/>	Water or Sewer	
<input type="checkbox"/>	Educational Development	
<input type="checkbox"/>	Other	

5. PROJECT COSTS

a. Amount of loan requested:
 b. Amount of grant requested: 1,500,000 (90%)
 c. Total local contribution (match and ineligible project costs): 166,667 (10%) by Lost Creek ISR, LLC
 TOTAL Project Cost (a+b+c): \$1,666,667 (100%)

DECLARATION: I HERBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO THE WYOMING BUSINESS COUNCIL IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Responsible (Elected) Official's
 Signature and Date:

 Wally J. Johnson, Chairman

Resolution 12-11-GR-01

A RESOLUTION SUPPORTING SUBMISSION OF APPLICATION TO THE BUSINESS READY COMMUNITY (BRC) GRANT AND LOAN PROGRAM FOR A BUSINESS COMMITTED GRANT PROJECT ON BEHALF OF THE GOVERNING BODY OF SWEETWATER COUNTY

FOR THE PURPOSE OF: UPGRADING COUNTY ROAD 4-23 TO IMPROVE SAFETY CONDITIONS AND ACCESSIBILITY TO UR-ENERGY'S LOST CREEK PROPERTY (LOST CREEK ISR, LLC) FOR ECONOMIC DEVELOPMENT REASONS

WITNESSETH

WHEREAS, the Governing Body for Sweetwater County desires to participate in the Business Ready Community (BRC) Grant and Loan Program to assist in financing Upgrades to County Road 4-23; and

WHEREAS, the Governing Body of Sweetwater County recognizes that Ur-Energy Inc. will invest 30 to 40 million dollars in its Lost Creek Property (Lost Creek ISR, LLC) for in-situ uranium mining, and that Upgrades to County Road 4-23 within the boundaries of Sweetwater County will improve safety conditions and accessibility to the Lost Creek Property (Lost Creek ISR, LLC). This activity will create 50 to 60 permanent jobs for Sweetwater and Carbon County residents, full-time work for another 35 to 45 drilling contractor employees, and contribute approximately 34 million dollars to the state and local tax base over the next 10 years; and

WHEREAS, the Business Ready Community (BRC) Grant and Loan Program requires that certain criteria be met, as described in the Wyoming Business Council's Rules governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, Ur-Energy Inc. (Lost Creek ISR, LLC) has committed to paying the required grant match for the Business Ready Community (BRC) Grant and Loan Program Business Committed Grant Project with funding from Ur-Energy Inc. (Lost Creek ISR, LLC); and

WHEREAS, a public hearing was duly advertised on October 27, 2012 and held on November 6, 2012 to identify this economic and community development opportunity and determine all possible funding solutions for this project, including other grants, and loans, and solicit testimony from citizens who may feel that the use of the proposed funds might compete with existing business, and the Governing Body for Sweetwater County gave full consideration to all comments received; and

WHEREAS, Sweetwater County is working in partnership with Ur-Energy Inc. (Lost Creek ISR, LLC) who has provided economic and community development information for the BRC grant application for Upgrades to County Road 4-23, and

WHEREAS, Sweetwater County engaged the private sector with the market area and gave full consideration to all comments received; and

WHEREAS, Sweetwater County will adhere to the Wyoming Preference Act (Wyoming State Statutes § 16-6-101 through 16-6-206, et seq.) as well as all related state statutes throughout the project; and

WHEREAS, the consideration of this project is upgrades to approximately 11 to 12 miles on County Road 4-23 and the public benefits of this project are:

- a. Increased safety, mitigation of dust, and reduction of muddy and dangerous conditions for all users including new vehicular traffic resulting from Ur-Energy Inc.'s new investment of 30 to 40 million dollars for in-situ uranium mining at the Lost Creek Property (Lost Creek ISR, LLC), including: employee use, delivery vehicles, tank trailers, tractor-trailers; and
- b. Improved accessibility, service and deliverability for economic and community development objectives including uranium, oil and natural gas, emergency services, ranchers, hunters, etc.; and
- c. Reduced unemployment in Sweetwater and Carbon Counties by the creation of 50 to 60 new permanent and good paying jobs at Ur-Energy Inc. (Lost Creek ISR, LLC) and an additional full-time work to 35 to 45 drilling contractor employees; and
- d. Contribution of approximately 34 million dollars to the state and local tax base over the next ten years by Ur-Energy Inc. (Lost Creek ISR, LLC) which will also lessen the County's revenue reliance on taxes of oil and gas production and trona.

NOW, THEREFORE, BE IT RESOLVED THAT THE GOVERNING BODY OF SWEETWATER COUNTY supports a grant application in the amount of \$1.5 million to be submitted to the Wyoming Business Council for consideration of assistance in funding Upgrades to County Road 4-23.

PASSED, APPROVED AND ADOPTED THIS 6th day of November, 2012.

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

By:

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

CERTIFICATE

I, Stephen Dale Davis, County Clerk, hereby certify that the foregoing Resolution was adopted by the County of Sweetwater at a public meeting held on February 15, 2011 and that the meeting was held accordingly to law; and that said Resolution has been duly entered in the Commissioners' record of the County of Sweetwater.

Steven Dale Davis, County Clerk

**CONTINGENCY & DEVELOPMENT AGREEMENT BETWEEN
SWEETWATER COUNTY, WYOMING
AND LOST CREEK ISR, LLC**

**Regarding the 2012 BRC Business Committed Grant Application
“Upgrades to County Road 4-23” (Wamsutter-Crooks Gap Road)**

1. Parties to and Purpose of this Document: This Contingency & Development Agreement (“Agreement”) is entered into between Sweetwater County, Wyoming, by and through the Board of County Commissioners (“Sweetwater County”), and Lost Creek ISR, LLC (“Lost Creek”), for the purpose of coordinating and cooperating in the upgrades of County Road 4-23 (“the Project”) for the related Wyoming Business Council Business Ready Community Program Business Committed Grant (BRC) Application (“the Grant”).

2. Public Benefit: The objective of the Project is to improve the conditions on County Road 4-23 and ensure accessibility for economic development to the Lost Creek Property for in-situ uranium mining. The public benefits and impacts that will be generated as a result of implementing this Project include:

- a. Reduced unemployment in Sweetwater and Carbon Counties by the creation of 50 to 60 new permanent and good paying jobs at Lost Creek and an additional full-time work to 35 to 45 drilling contractor employees;
- b. Contribution of 34 million dollars to the state and local tax base over the next ten years;
- c. Increased safety and mitigation of dust, muddy and dangerous conditions for vehicular traffic, including: employee use, delivery vehicles, tank trailers, tractor-trailers; and
- d. Improved accessibility, service and deliverability for other economic and community development objectives including oil and natural gas, emergency services, ranchers, hunters, etc.

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

4. Funding: The estimated Project cost is \$1,666,667. The sources of funding and the amounts for the Project are as follows:

- a. Wyoming Business Council BRC Grant = \$1,500,000 (90 percent)
- b. Lost Creek Grant Match = \$166,667 (10 percent)

Lost Creek shall pay Sweetwater County the Grant Match and any other overage costs for upgrades to County Road 4-23 related to the Project that are mutually agreed upon.

5. Responsibilities of Sweetwater County: Sweetwater County's contribution to the Project will include, but not be limited to:

- a. Preparation, sponsorship and submission of a BRC Business Committed Grant application to the Wyoming Business Council in the amount of \$1.5 million for upgrades specified in the Grant to County Road 4-23 (Wamsutter-Crooks Gap Road) in Wyoming.
- b. Pursuit and oversight of a Professional Service Contract and Construction Contract for the road upgrades as identified in the Grant and in accordance to W.S. 16-6-101 et seq.
- c. Provide project and grant administration services for all construction occurring pursuant to the Project including financial and performance management, compliance monitoring, and audits.
- d. Ownership of the Project.

6. Responsibilities of Lost Creek: Lost Creek's contribution to the Project will include, but not be limited to:

- a. Provide information, assistance and consultation with Sweetwater County in the preparation and submission of the Grant.
- b. Cooperate with Sweetwater County to provide any records, documents, and data relevant to the Project; however, no information shall be required which is proprietary or otherwise confidential.
- c. Provide the Grant Match for engineering, professional service, and construction costs associated with the Project and as detailed in the Grant in advance of beginning the Project. The cash match will be deposited in an account for payment of all project costs along with the BRC Grant. In the event that funds remain after the completion of the Project, the money will be refunded in proportion to Lost Creek.
- d. Pay all mutually agreed upon cost overruns for the Project, if any.
- e. Cooperate and take any and all other actions necessary to facilitate the completion of the Project as directed by Sweetwater County.
- f. Adhere to the requirements of the Maintenance Agreement between Sweetwater County and Lost Creek regarding County Road 4-23.

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

The parties also agree that this Agreement is contingent upon Sweetwater County receiving a favorable Grant award from the Wyoming Business Council and the State Loan and Investment Board. Until such time, the parties are not bound in any manner under this Agreement.

8. General Provisions:

a. Amendments. Either party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement, which are mutually agreed upon by the parties to this Agreement, shall be incorporated by written instrument, and signed by both parties to this Agreement and are effective in accordance with the terms of paragraph 3 above.

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

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

d. Review and Approval. This Agreement shall be reviewed and approved as to form by the Sweetwater County Attorney or his representative, and by representatives of Lost Creek.

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

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

g. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

h. Exchange of Information. Parties to this Agreement will have access to all information relevant to the fulfillment of their responsibilities under this Agreement.

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

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

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

Lost Creek ISR, LLC
Steven M. Hatten
President
5880 Enterprise Drive, Suite 200
Casper, WY 82609
Tel: (307) 265-2373 ext. 301
Email: steven.hatten@ur-energyusa.com

INTENTIONALLY LEFT BLANK

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

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

SWEETWATER COUNTY, by and through:

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

Date

ATTEST:

Steven Dale Davis
County Clerk

Date

Lost Creek ISR, LLC, by and through:

Steven M. Hatten
President
Lost Creek ISR, LLC

Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM

Cliff Boevers
Deputy County and Prosecuting Attorney

Date

Road Maintenance Agreement
to be provided by John Radosevich

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: 11/6/12	Presenters Name: Krisena Marchal and Eric Bingham
Department or Organization: Grants and SW Recreation Board	Contact Phone and E-mail: 872-6470 marchalk@sweet.wy.us
Exact Wording for Agenda: Request the Approval of the 2012 Land and Water Conservation Fund Grant Agreements and Affirmation of Audit	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Action Item - 10 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information:	
Requested actions:	
1. Motion to approve,	
and have the Chairman sign,	
the 2012 Land and Water Conservation Fund Grant Agreement	
and	
Affirmation of Audit	
2. Motion to approve,	
and have the Chairman sign,	
the 2012 Land and Water Conservation Fund Subgrantee Agreement	

To: Sweetwater County Commissioners

From: Krisena Marchal

Subject: BOCC Meeting 11/6/12

Request the Approval of the 2012 Land & Water Conversation Fund Grant Agreements and Affirmation of Audit

Executive Summary:

Sweetwater County was awarded a federal 2012 Land & Water Conversation Fund Grant in the amount of \$65,000 from the Wyoming State Parks. It must be expended by December 31, 2014.

The funding will be passed through to the Sweetwater County Recreation Board to replace playground equipment at Crossroads West Park which is why there is a subgrantee agreement. The two new structures will target two age groups, 2-5 and 5-12. The current equipment contains graffiti, does not target young groups, has hazards due to age, and is inadequate for the growing usage. Traffic counters indicate that 74,734 individuals utilized the park from April 2011 through October 2011.

This project requires a 50 percent match which is already set aside in the "Grants Potential Match" account. The project budget is summarized below:

2012 Land & Water Conservation Fund Grant Budget

	Grant Award	Sweetwater County	TOTAL GRANT PROJECT
<ul style="list-style-type: none"> • Playground Equipment at Crossroads West Park -Two structures including installation -No acquisition or purchase of land -R&PP lease expires on July 19, 2036 	65,000	65,000	130,000
	\$65,000 (50%)	\$65,000 (50%)	\$130,000 (100%)

Recommendation:

Staff recommends approval of the grant agreements and the affirmation of audit. If approved, a budget amendment will be required to transfer the grant match money and set up the grant project account.

Attachments:

1. 2012 Land & Water Conservation Fund Grant Agreement
2. Affirmation of Audit
3. 2012 Land & Water Conservation Fund Subgrantee Agreement

<u>Actions Requested:</u>	<p>(1) Motion to approve, and have the Chairman sign, the 2012 Land and Water Conservation Fund Grant Agreement and Affirmation of Audit</p> <p>(2) Motion to approve, and have the Chairman sign, the 2012 Land and Water Conservation Fund Subgrantee Agreement</p>
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**GRANT AGREEMENT FOR LAND AND WATER CONSERVATION FUNDS
BETWEEN THE DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES,
DIVISION OF STATE PARKS, HISTORIC SITES AND TRAILS AND
THE COUNTY OF SWEETWATER, WYOMING**

THIS LAND AND WATER CONSERVATION FUND GRANT AGREEMENT (“Grant Agreement”) is made between the Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites and Trails (“Department”), whose address is 2301 Central Avenue, Barrett Bldg., 4th Floor, Cheyenne, Wyoming 82002 and, the County of Sweetwater, a political subdivision of the State of Wyoming (“Grantee”), whose address is 80 West Flaming Gorge Way, Suite 19, Green River, WY 82935. In consideration of the promises and covenants set forth below, the parties agree as follows:

1. **Purpose of Grant Agreement.** The Department shall provide federal Land and Water Conservation Fund Grant (“L&WCF”) funds to Grantee in the amount set forth in Section C, and grantee shall undertake and complete all materials, projects and/or services (collectively, the (“Project”) described in Attachment A, attached hereto and made a part of this Grant Agreement. Performance by Grantee of the requirements of this Grant Agreement and compliance with all L&WCF program rules and regulations is a condition to Grantee’s receipt of monies hereunder.

2. **Term of Grant Agreement and Required Approvals.** This Grant Agreement is not effective until all parties have executed it and all required approvals have been granted. The Grant Agreement will terminate **December 31, 2014** (“Term”). The Project shall be completed during the Term. This Grant Agreement may be extended by agreement of both parties in writing, however there is no right or expectation of extension beyond the Term, and any renewal or extension shall be determined at the sole discretion of the Department and subject to any necessary federal and/or Department approval. Any extension of this Grant Agreement shall be initiated by the Department and shall be effective only after it is reduced to writing and executed by all parties to the Grant Agreement and any necessary federal approval has been received.

3. **Payment.** Department agrees to grant monies to Grantee for performance of the Project, as billings are submitted for work done in connection with the Project, completed in accordance with the requirements of this Agreement and the L&WCF program rules and regulations set forth in National Park Service Guideline #34, Land & Water Conservation Fund Manual, as amended 1991 (“Manual”). The total payment to Grantee under this Grant Agreement shall not exceed **\$65,000.00**, Sixty Five Thousand Dollars and No Cents, (“Grant”). Payment shall be made following Grantee’s delivery to Department of billing detailing services performed in connection with the Project in a form satisfactory to Department procedures and more particularly described in Section 675.6 of the Manual. No payment shall be made for any services performed in connection with the Project prior to the date upon which the last required signature is affixed to this Grant Agreement.

4. **Responsibilities of Grantee.** In undertaking and completing the Project, the Grantee agrees as follows:
- A. The Grantee agrees and warrants that it has an R&PP lease until 07/19/2036, the property upon which the Project entitled Crossroads West Park Playground Equipment Replacement, to be located.
 - B. The Grantee by this Agreement does hereby dedicate in perpetuity or for the term of the R&PP lease, the Project and the real estate upon which the Project is located to the use and benefit of the public for purposes of outdoor recreation. Grantee further agrees that it shall cause notice of this dedication to be properly recorded with the county recorder in the county where the property is located and provide evidence of the recording to the Department.
 - C. The Grantee agrees and warrants that prior approval in writing shall be obtained from the Department with respect to alteration or conversion of use in part or total of the facility.
 - D. The Grantee agrees and warrants that applicable federal laws with respect to barrier free access have been complied within the design and function of the facility as described in Attachment A.
 - E. The Grantee agrees to cover at least fifty (50) percent of the total cost of the acquisition and development of the Project, said percentage determined by the Department, depending on the amount of federal funds made available to the Department. The Grantee shall pay in full all of the costs of said acquisition and development of said Project and shall be reimbursed not more than fifty (50) percent of said total cost.
 - F. The Grantee agrees and warrants that it will maintain and operate said Project in perpetuity or for the term of the R&PP lease.
 - G. The Grantee agrees to pay for the cost of the Project as described in Attachment A.
 - H. The Grantee agrees to acquire, develop, and maintain the Project in strict accordance with the guidelines, rules and regulations as are set out in the Manual.
 - I. The Grantee agrees to perform all aspects of the Project in a professional manner and in accordance with the degree of care, competence and skills which would be exercised by a grantee under similar circumstances, to the satisfaction of the Department.
 - J. In the interpretation, execution, administration and enforcement of this Grant Agreement, Grantee agrees to comply with all applicable state and federal laws, rules, and regulations. In addition to the terms detailed in this Grant Agreement,

Grantee agrees to comply with all federal requirements governing grant agreements which are applicable, including but not limited to 24 C.F.R. §85; Office of Management and Budget (“OMB”) Circular A-87 Cost Principles for State and Local Governments; and OMB Circular A-133 Audits of State and Local Government. The Single Audit Act of 1984, 31 U.S.C. §§ 7501-7 further defines auditing responsibilities and Grantee agrees to comply therewith.

- K. Grantee shall comply with “Equal Opportunity in Federal Employment”, Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965) as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967); as supplemented in the Department of Labor regulations, 41 C.F.R. § 60 (1998), the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 *et seq.*, and any rules and regulations related thereto. Grantee shall not discriminate against a qualified individual with a disability and shall comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, and the Age Discrimination Act of 1975, and any rules and regulations related thereto. Grantee shall assure that no person is discriminated against based on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant Agreement. The Grantee shall include the provisions of this section in every sub-grant or subcontract so that such provisions are binding on each sub-grantee or subcontractor.
- L. The Department shall have the right and Grantee hereby agrees to allow Department, the Comptroller General of the United States, the U.S. Department of the Interior and National Park Service and any of their duly authorized representatives to (i) have access at anytime to any books, documents, papers and records of Grantee related to the Project or any activities related to this Grant Agreement including all such records and activities of any sub-grantee or subcontractor of Grantee hereunder (“Records”), (ii) make site inspections at anytime, and bring experts and consultants on Grantee’s site, and (iii) observe all Grantee personnel on site in every phase of performance of this Grant Agreement and the Project, for purposes which include but are not limited to: audit and examination of Records, copying of Records, examination or evaluation of completed work or work in progress in connection with the Project, determination as to Grantee’s compliance with applicable laws and regulations as required hereunder, and to evaluate Grantee’s fiscal and administrative compliance with this Grant Agreement and L&WCF program rules and regulations. Grantee shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any such audit.
- M. If the Project includes a final printed or written product such as a brochure, report, book, poster, etc., Grantee agrees to provide one copy of such product upon its completion to department without charge.
- N. Grantee agrees to retain in perpetuity all records related to the Project which are required to be retained pursuant to this Grant Agreement or the L&WCF program

rules and regulations. Should the Grantee need to dispose of records the Grantee shall contact the Department prior to taking any action.

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

6. **Special Provisions.**

A. Department's obligation to pay Grantee for Project activities rendered pursuant to this Grant Agreement is conditioned upon the availability of federal or state government funds which are allocated to pay Grantee hereunder. If Grant Agreement monies are not allocated and available for Department to pay Grantee for the performance of the Project, Department may terminate this Grant Agreement at any time in its discretion without further liability or obligation hereunder.

Department shall notify Grantee at the earliest possible time if this Grant Agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue to Department in the event termination of this Grant Agreement occurs or this Grant Agreement is affected in any other way by a lack of funds. Department shall not be obligated or liable for any future payments due or promised hereunder or for any damages to Grantee or any other person or entity as a result of termination under this section. This provision shall not be construed so as to permit Department to terminate this Grant Agreement in order to contract for similar services from another party.

7. **Default and Remedies.** In the event Grantee or any sub-grantee of Grantee under this Grant Agreement defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the L&WCF program rules and regulations, then Department and/or U.S. Department of Interior shall have the right to exercise all remedies provided by law or in equity, including without limitation:

A. Immediately terminating this Grant Agreement without further liability or obligation of Department and upon request from the Department, Grantee shall return all Grant Agreement funds paid by the Department to Grantee;

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

C. Recommending, or requesting Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;

- D. Advising Grantee that a certification will no longer be acceptable and that additional assurances will be required;
- E. Advising Grantee to suspend disbursement of funds for the deficient activity;
- F. Advising Grantee to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;
- G. Changing the method of payment to Grantee, and/or
- H. Reducing, withdrawing, or adjusting the amount of the Grant.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, executed and signed by all parties to this Grant Agreement.
- B. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and venue for any action shall be in the First Judicial District, Laramie County, Wyoming.
- C. **Assignment.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. In the even there is a sub-grant(s) under this Grant Agreement, Grantee shall include all of the provisions of this Grant Agreement in every sub-grant agreement awarded and shall make such provisions binding on each sub-grantee as if it were the Grantee hereunder. Grantee shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of Department.
- D. **Assumption of Risk.** Grantee shall be responsible for any loss of federal funding, either administrative or program dollars, due to Grantee's failure to comply with this Grant Agreement and all state or federal L&WCF requirements. Department shall notify Grantee of any state or federal determination noncompliance.
- E. **Entirety of Grant Agreement.** This Grant Agreement, consisting of ten (10) pages, and Attachment A consisting of eleven (11) pages, represents the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

- F. **Indemnification.** Grantee shall indemnify, defend and hold harmless Department and its officers, agents employees, successors and assigns from any and all causes of action, losses, injuries, liabilities, damages, claims, demands or costs (including reasonable attorneys' fees) (collectively "Claims") arising out of all activities in connection with the Project, Grantee's (and any sub-grantee's or subcontractor's) performance under this Grant Agreement, or failure by Grantee (or any sub-grantee or subcontractor) to comply with the terms of this Grant Agreement or any L&WCF program rules and /or regulations. Grantee shall be solely liable and responsible for all acts or omissions in connection with the Project or the performance of the Project or this Grant Agreement (including without limitation the acts, omissions or performance of the Project or this Grant Agreement by any sub-grantee or subcontractor), including without limitation all Claims arising in connection therewith. The Department (its officers, agents, employees, successors and assigns) shall have no liability to Grantee or any sub-grantee or subcontractor and shall be released for all such Claims.
- G. **Independent Contractor.** Grantee shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of the Department for any purpose. Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Grant agreement. Nothing in this Grant Agreement shall be interpreted as authorizing Grantee or its agents and/or employees to act as an agent or representative for or on behalf of Department, or to incur any obligation of any kind on the behalf of Department. Grantee agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Department employees will inure to the benefit of Grantee or Grantee's agents and/or employees as a result of this Grant Agreement.
- H. **Kickbacks.** Grantee warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement. If the Grantee breaches or violates this warranty, the Department may, at its discretion, terminate this Grant Agreement without liability to the Department, or deduct from the Grant Agreement amount, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee. In addition:
- i. Grantee shall comply with the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58, as supplemented in the Department of Labor Regulations 29 C.F.R., § 3. This Act provides that Grantee is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

- ii. No staff member or other personnel of Grantee shall engage in any grant agreement or other activity which would constitute a conflict of interest as related to this Grant Agreement.

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

- J. **Prior Approval.** This Grant Agreement shall not be binding upon either party, no services shall be performed under the terms of this Grant Agreement, and no funds shall be disbursed hereunder until all necessary approvals and actions have occurred as determined by Department in its discretion and this Grant Agreement has been reduced to writing and signed by both parties.

- K. **Severability.** Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of the Grant Agreement shall continue in full force and effect as if the illegal or unenforceable term was omitted.

- L. **Sovereign Immunity.** The State of Wyoming and the Department do not waive sovereign immunity by entering into this Grant Agreement and each specifically retains immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law. The Grantee does not waive governmental immunity to the extent it is provided by law.

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

- N. **Time is of the Essence.** Time is of the essence in the performance by Grantee of all provisions of the Grant Agreement.

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

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

- Q. **Interest in Members of Department and Others.** No officer, member or employee of Department, and no public official or employee of the governing body of the locality or location in which the Project is situated or being carried out who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project shall: (a) participate in any

decision relating to this Grant Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; or (b) have any interest direct, or indirect, in this Grant Agreement or the proceeds hereof.

- R. **Attorneys' Fees.** If Department has to enforce this Grant agreement as a result of a default in the performance of the Project of this Grant Agreement, Department shall be entitled to its reasonable attorneys' fees and costs incurred in such enforcement.
- S. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant Agreement shall operate only between and for the benefit of the parties to this Grant Agreement, and shall inure solely to the benefit of the parties to this Grant Agreement. The provisions of this Grant Agreement are intended only to assist the parties in determining and performing their obligations under this Grant Agreement. The parties to this Grant Agreement intend and expressly agree that only parties signatory to this Grant Agreement shall have any legal or equitable right to seek to enforce this Grant agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant Agreement, or to bring an action for the breach of this Grant Agreement.
- T. **Ethics.** Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Grant Agreement, including the Executive Branch Code of Ethics (Executive Order 1997-4), the Wyoming Ethics and disclosure Act (Wyo. Stat. 9-13-101, *et seq.*), and any and all ethical standards governing Grantee.
- U. **Suspension, Debarment and Voluntary Exclusion.** By signing this Grant Agreement, Grantee certified that it is not suspended, debarred, or voluntarily excluded from Federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended, debarred, or voluntarily excluded. Further, Grantee agrees to notify the Department by certified mail should Grantee or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.
- V. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant Agreement shall be paid by either party.
- W. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee,

shall identify the Department as the sponsoring agency and shall not be released without prior written approval from the Department.

- X. **Award of Related Grants.** The department may undertake or award supplemental or successor grants for work related to this Grant agreement. The Grantee shall cooperate fully with other grantees and the Department in all such cases.
- Y. **Compliance with Law.** The Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Grant Agreement.
- Z. **Patent and Copyright Protection.** The Grantee recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Grantee or its sub-grantees or subcontractors will violate any such restriction. The Grantee shall defend and indemnify the Department for any violation or alleged violation of such patent, trademark, copyright, license or other restrictions.

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ARTS. PARKS. HISTORY.

Wyoming State Parks & Cultural Resources

Field Support Team
Division of State Parks, Historic
Sites & Trails
2301 Central Avenue
Cheyenne, WY 82002
307-777-6323
307-777-6005 (fax)

The Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, requires that pass-through entities ensure that subrecipients receiving \$500,000 or more in Federal awards during the subrecipient's fiscal year meet the audit requirement of OMB Circular A-133.

The undersigned hereby certifies the following information to be true and correct to the best of his/her information and belief, and acknowledges that this instrument is executed with the understanding that said execution is subject to penalty of perjury and violation of law.

Affirmation of Audit

Section 1: If section does not apply, please complete section 2

As Contractor and/or recipient of grant funds from the department of State Parks and Cultural Resources/Wyoming Arts Council, we have had an A-133 audit during our last fiscal year because we received over \$500,000.00 in Federal Funds from one or more sources. A copy of the audit is provided with this document.

FY 2011

\$4,962,250

Grantee Fiscal Year

Combined Federal Dollars

10/2/12

Signature of Contractor/Grant Recipient Representative

Date

OR

As Contractor and/or recipient of grant funds from the department of State Parks and Cultural Resources/Wyoming Arts Council, we received over \$500,000.00 in Federal Funds from one or more sources, but have not had an audit during our last fiscal year.

Grantee Fiscal Year

Combined Federal dollars

Signature of Contractor/Grant Recipient Representative

Date

Section 2: Please complete section 2, if section 1 does not apply.

As Contractor and/or recipient of grant funds from the department of State Parks and Cultural Resources/Wyoming Arts Council, I assert that our entity has not received over \$500,000 in federal dollars from one or more sources, and do not need to have an A-133 audit completed by state or federal law.

Grantee Fiscal Year

Combined Federal dollars

Signature of Contractor/Grant Recipient Representative

Date



Matthew H. Mead, Governor
Milward Simpson, Director

ARTS. PARKS. HISTORY.

Wyoming State Parks & Cultural Resources

Field Support Team
Division of State Parks, Historic
Sites & Trails
2301 Central Avenue
Cheyenne, WY 82002
307-777-6323
307-777-6005 (fax)

OMB Circular A-133 Audit Requirements

CFDA #: 20.219

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by the Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110"

A. The recipient certifies that it and its principals:

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

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

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

(d) Have not within a three-year period preceding execution of the listed agreement(s) had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this document.

The undersigned hereby certifies the above information to be true and correct to the best of his/her information and belief, and acknowledges that this instrument is executed with the understanding that said execution is subject to penalty of perjury and violation of law.

Sweetwater County

Contractor/Grant Organization (Please print)

Wally J. Johnson

Contractor/Grant Representative (Please print)

Chairman, Sweetwater County Commission

Title

10/2/12

Signature of Contractor/Grant Representative

Date

Updated January 25, 2008



Matthew H. Mead, Governor
Milward Simpson, Director



Excluded Parties List System

Search Results Excluded By
Firm, Entity, or Vessel : SWEETWATER AND COUNTY
Firm, Entity, or Vessel : SWEETWATER AND COUNTY AND RECREATION AND
BOARD
as of 25-Oct-2012 12:30 PM EDT

Your search returned no results.

**SUBGRANTEE AGREEMENT FOR LAND AND WATER CONSERVATION FUNDS
BETWEEN THE COUNTY OF SWEETWATER, WYOMING
AND THE SWEETWATER COUNTY RECREATION BOARD**

THIS LAND AND WATER CONSERVATION FUND SUBGRANTEE AGREEMENT (“Agreement”) is made between the County of Sweetwater (“County”), whose address is 80 West Flaming Gorge Way, Suite 19, Green River, WY 82935, and the Sweetwater County Recreation Board (“Subgrantee”), whose address is 731 C Street, Suite 110, Rock Springs, WY 82901. In consideration of the promises and covenants set forth below, the parties agree as follows:

1. **Purpose of Agreement.** The County shall provide federal Land and Water Conservation Fund Grant (“L&WCF”) funds to Subgrantee in the amount set forth in Section C, and Subgrantee shall undertake and complete all materials, projects and/or services collectively, the (“Project”) described in Attachment A, attached hereto and made a part of this Subgrantee Agreement. Performance by Subgrantee of the requirements of this Agreement and compliance with all L&WCF program rules and regulations is a condition to Subgrantee’s receipt of monies hereunder.

2. **Term of Agreement and Required Approvals.** This Agreement is not effective until all parties have executed it and all required approvals have been granted. The Agreement will terminate **December 31, 2014** (“Term”). The Project shall be completed during the Term. This Agreement may be extended by agreement of both parties in writing, however there is no right or expectation of extension beyond the Term, and any renewal or extension shall be determined at the sole discretion of the County and subject to any necessary federal and/or County approval. Any extension of this Agreement shall be initiated by the County and shall be effective only after it is reduced to writing and executed by all parties to the Agreement and any necessary federal approval has been received.

3. **Payment.** County agrees to pass grant monies and County match monies to Subgrantee for performance of the Project, as billings are submitted for work done in connection with the Project, completed in accordance with the requirements of this Agreement and the L&WCF program rules and regulations set forth in National Park Service Guideline #34, Land & Water Conservation Fund Manual, as amended 1991 (“Manual”). The total payment to Subgrantee under this Agreement shall not exceed **\$130,000.00**, One Hundred Thirty Thousand Dollars and No Cents, (“Grant”). Of the total payment, 50 percent is Land and Water Conservation Fund grant monies, and 50 percent is match monies originating from the County. Payment shall be made following Subgrantee’s delivery to County of billing detailing services performed in connection with the Project in a form satisfactory to County procedures and more particularly described in Section 675.6 of the Manual. No payment shall be made for any services performed in connection with the Project prior to the date upon which the last required signature is affixed to this Agreement.

4. **Responsibilities of Subgrantee.** In undertaking and completing the Project, the Subgrantee agrees as follows:
- A. The Subgrantee agrees and warrants that it has an R&PP lease until 07/19/2036, the property upon which the Project entitled Crossroads West Park Playground Equipment Replacement, to be located.
 - B. The Subgrantee by this Agreement does hereby dedicate in perpetuity or for the term of the R&PP lease, the Project and the real estate upon which the Project is located to the use and benefit of the public for purposes of outdoor recreation. Subgrantee further agrees that it shall cause notice of this dedication to be properly recorded with the county recorder in the county where the property is located and provide evidence of the recording to the County.
 - C. The Subgrantee agrees and warrants that prior approval in writing shall be obtained from the County with respect to alteration or conversion of use in part or total of the facility.
 - D. The Subgrantee agrees and warrants that applicable federal laws with respect to barrier free access have been complied within the design and function of the facility as described in Attachment A.
 - E. The Subgrantee agrees and warrants that it will maintain and operate said Project in perpetuity or for the term of the R&PP lease.
 - F. The Subgrantee agrees to pay for the cost of the Project as described in Attachment A.
 - G. The Subgrantee agrees to acquire, develop, and maintain the Project in strict accordance with the guidelines, rules and regulations as are set out in the Manual.
 - H. The Subgrantee agrees to perform all aspects of the Project in a professional manner and in accordance with the degree of care, competence and skills which would be exercised by a Subgrantee under similar circumstances, to the satisfaction of the County.
 - I. In the interpretation, execution, administration and enforcement of this Agreement, Subgrantee agrees to comply with all applicable state and federal laws, rules, and regulations. In addition to the terms detailed in this Agreement, Subgrantee agrees to comply with all federal requirements governing Subgrantee agreements which are applicable, including but not limited to 24 C.F.R. §85; Office of Management and Budget (“OMB”) Circular A-87 Cost Principles for State and Local Governments; and OMB Circular A-133 Audits of State and Local Government. The Single Audit Act of 1984, 31 U.S.C. §§ 7501-7 further defines auditing responsibilities and Subgrantee agrees to comply therewith.

- J. Subgrantee shall comply with “Equal Opportunity in Federal Employment”, Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965) as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967); as supplemented in the County of Labor regulations, 41 C.F.R. § 60 (1998), the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 *et seq.*, and any rules and regulations related thereto. Subgrantee shall not discriminate against a qualified individual with a disability and shall comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, and the Age Discrimination Act of 1975, and any rules and regulations related thereto. Subgrantee shall assure that no person is discriminated against based on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Agreement. The Subgrantee shall include the provisions of this section in every contract so that such provisions are binding on each contractor.
- K. The County shall have the right and Subgrantee hereby agrees to allow County, the Comptroller General of the United States, the U.S. Department of the Interior and National Park Service and any of their duly authorized representatives to (i) have access at anytime to any books, documents, papers and records of Subgrantee related to the Project or any activities related to this Agreement including all such records and activities of any contractor of Subgrantee hereunder (“Records”), (ii) make site inspections at anytime, and bring experts and consultants on Subgrantee’s site, and (iii) observe all Subgrantee personnel on site in every phase of performance of this Agreement and the Project, for purposes which include but are not limited to: audit and examination of Records, copying of Records, examination or evaluation of completed work or work in progress in connection with the Project, determination as to Subgrantee’s compliance with applicable laws and regulations as required hereunder, and to evaluate Subgrantee’s fiscal and administrative compliance with this Agreement and L&WCF program rules and regulations. Subgrantee shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any such audit.
- L. If the Project includes a final printed or written product such as a brochure, report, book, poster, etc., Subgrantee agrees to provide one copy of such product upon its completion to County without charge.
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information concerning the L&WCF program requirements, rules and regulations and other statutes and regulations referred to herein, and will cooperate with Subgrantee whenever possible. County shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

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County shall notify Subgrantee at the earliest possible time if this Agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue to County in the event termination of this Agreement occurs or this Agreement is affected in any other way by a lack of funds. County shall not be obligated or liable for any future payments due or promised hereunder or for any damages to Subgrantee or any other person or entity as a result of termination under this section. This provision shall not be construed so as to permit County to terminate this Agreement in order to contract for similar services from another party.

7. **Default and Remedies.** In the event Subgrantee or any contractor of Subgrantee under this Agreement defaults or is deficient in the performance of any term of this Agreement or any requirements of the L&WCF program rules and regulations, then County and/or U.S. County of Interior shall have the right to exercise all remedies provided by law or in equity, including without limitation:

- A. Immediately terminating this Agreement without further liability or obligation of County and upon request from the County, Subgrantee shall return all Agreement funds paid by the County to Subgrantee;
- B. Issuing a letter of warning advising Subgrantee of the deficiency and putting the Subgrantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;
- C. Recommending, or requesting Subgrantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
- D. Advising Subgrantee that a certification will no longer be acceptable and that additional assurances will be required;
- E. Advising Subgrantee to suspend disbursement of funds for the deficient activity;

- F. Advising Subgrantee to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;
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- H. Reducing, withdrawing, or adjusting the amount of the grant.

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- B. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and venue for any action shall be in the First Judicial District, Laramie County, Wyoming.
- C. **Assignment.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. In the event there is a subcontractor(s) under this Agreement, Subgrantee shall include all of the provisions of this Subgrantee Agreement in every subcontractor agreement awarded and shall make such provisions binding on each subcontractor as if it were the Subgrantee hereunder. Subgrantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of County.
- D. **Assumption of Risk.** Subgrantee shall be responsible for any loss of federal funding, either administrative or program dollars, due to Subgrantee's failure to comply with this Agreement and all state or federal L&WCF requirements. County shall notify Subgrantee of any state or federal determination noncompliance.
- E. **Entirety of Agreement.** This Agreement, consisting of ten (10) pages, and Attachment A consisting of eleven (11) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- F. **Indemnification.** Subgrantee shall indemnify, defend and hold harmless the County and its officers, agents employees, successors and assigns from any and all causes of action, losses, injuries, liabilities, damages, claims, demands or costs (including reasonable attorneys' fees) (collectively "Claims") arising out of all

activities in connection with the Project, Subgrantee's (and any subcontractor's) performance under this Agreement, or failure by Subgrantee (or any subcontractor) to comply with the terms of this Agreement or any L&WCF program rules and /or regulations. Subgrantee shall be solely liable and responsible for all acts or omissions in connection with the Project or the performance of the Project or this Agreement (including without limitation the acts, omissions or performance of the Project or this Agreement by any contractor), including without limitation all Claims arising in connection therewith. The County (its officers, agents, employees, successors and assigns) shall have no liability to Subgrantee or any subcontractor and shall be released for all such Claims.

- G. **Independent Contractor.** Subgrantee shall function as an independent contractor for the purposes of this Agreement, and shall not be considered an employee of the County for any purpose. Subgrantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Subgrantee in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Subgrantee or its agents and/or employees to act as an agent or representative for or on behalf of County, or to incur any obligation of any kind on the behalf of County. Subgrantee agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to County employees will inure to the benefit of Subgrantee or Subgrantee's agents and/or employees as a result of this Agreement.
- H. **Kickbacks.** Subgrantee warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Subgrantee breaches or violates this warranty, the County may, at its discretion, terminate this Agreement without liability to the County, or deduct from the Agreement amount, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee. In addition:
- i. Subgrantee shall comply with the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58, as supplemented in the County of Labor Regulations 29 C.F.R., § 3. This Act provides that Subgrantee is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
 - ii. No staff member or other personnel of Subgrantee shall engage in any agreement or other activity which would constitute a conflict of interest as related to this Agreement.

- I. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.
- J. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and no funds shall be disbursed hereunder until all necessary approvals and actions have occurred as determined by County in its discretion and this Agreement has been reduced to writing and signed by both parties.
- K. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect as if the illegal or unenforceable term was omitted.
- L. **Sovereign Immunity.** The State of Wyoming and the County do not waive sovereign immunity by entering into this Gant Agreement and each specifically retains immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law. The Subgrantee does not waive governmental immunity to the extent it is provided by law.
- M. **Taxes.** Subgrantee shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Agreement.
- N. **Time is of the Essence.** Time is of the essence in the performance by Subgrantee of all provisions of the Agreement.
- O. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.
- P. **Titles Not Controlling.** Titles of sections are for reference only, and shall not be used to construe the language in this Agreement.
- Q. **Interest in Members of County and Others.** No officer, member or employee of County, and no public official or employee of the governing body of the locality or location in which the Project is situated or being carried out who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project shall: (a) participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; or (b) have any interest direct, or indirect, in this Agreement or the proceeds hereof.

- R. **Attorneys' Fees.** If County has to enforce this Agreement as a result of a default in the performance of the Project of this Agreement, County shall be entitled to its reasonable attorneys' fees and costs incurred in such enforcement.
- S. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between and for the benefit of the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- T. **Ethics.** Subgrantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, including the Executive Branch Code of Ethics (Executive Order 1997-4), the Wyoming Ethics and disclosure Act (Wyo. Stat. 9-13-101, *et seq.*), and any and all ethical standards governing Subgrantee.
- U. **Suspension, Debarment and Voluntary Exclusion.** By signing this Agreement, Subgrantee certifies that it is not suspended, debarred, or voluntarily excluded from Federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded. Further, Subgrantee agrees to notify the County by certified mail should Subgrantee or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.
- V. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement shall be paid by either party.
- W. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Subgrantee, shall identify the County as the sponsoring agency and shall not be released without prior written approval from the County.
- X. **Award of Related Subgrantees.** The County may undertake or award supplemental or successor Subgrantees for work related to this Agreement. The Subgrantee shall cooperate fully with other Subgrantees and the County in all such cases.

- Y. **Compliance with Law.** The Subgrantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.
- Z. **Patent and Copyright Protection.** The Subgrantee recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Subgrantee or its contractors or subcontractors will violate any such restriction. The Subgrantee shall defend and indemnify the County for any violation or alleged violation of such patent, trademark, copyright, license or other restrictions.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

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

County of Sweetwater:

By: _____
Wally J. Johnson, Chairman

November 6, 2012

Sweetwater County Recreation Board:

By: _____
Eric Bingham, President

Date

**SWEETWATER COUNTY ATTORNEY'S OFFICE
APPROVAL AS TO FORM:**

By: _____
Cliff Boevers, Deputy County & Prosecuting Attorney

Date

SWEETWATER C·O·U·N·T·Y

November 6, 2012

To: Bureau of Land Management
Rawlins Field Office
PO Box 2407
Rawlins, Wyoming 82301-2407

Attention: Susan Witchel, Realty Technician.

This letter is to serve as notice that Sweetwater County has no further interest in renewing that certain right-of-way grant WYW-75432, which expired 12/22/2011, which pertains to the Sweetwater County Impound Site at Wamsutter.

IN WITNESS WHEREOF Sweetwater County, State of Wyoming, through the Sweetwater County Commission, has caused its name to be signed herein and its seal to be affixed hereto by Wally J. Johnson, Chairman of the Sweetwater County Commission, this 6th day of November, 2012.

Sweetwater County, State of Wyoming

Wally J. Johnson, Chairman
Sweetwater County Commission

ATTEST:
Steven Dale Davis
Sweetwater County Clerk

☆ Professional
☆ Resourceful
☆ Innovative
☆ Dedicated
☆ Efficient

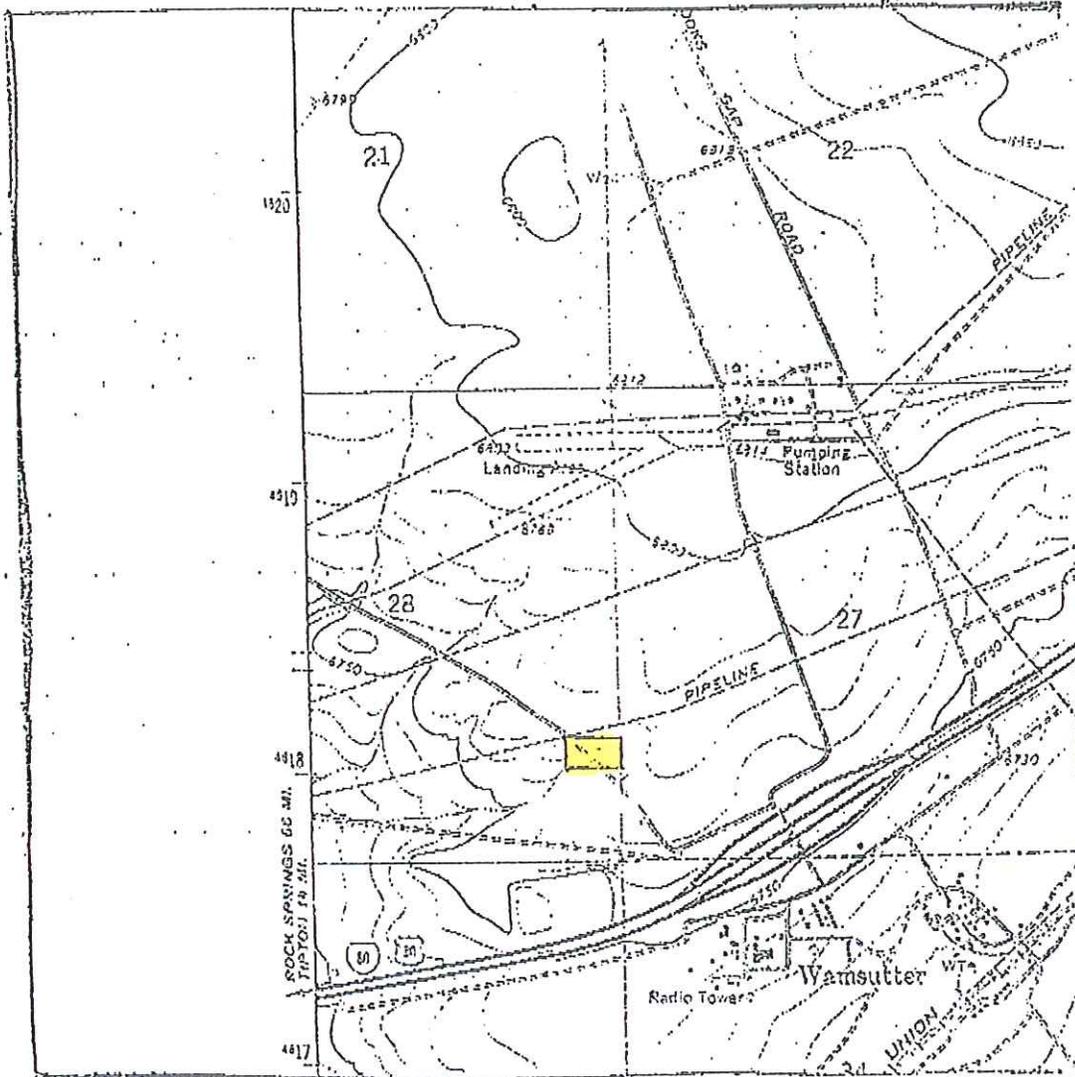
80 W Flaming Gorge Way, Suite 109, Green River, WY. 82935

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SITE PLOT

Serial Number
W-75432

Township 20 N, Range 94 W, 6th Prin. Meridian



LAND OWNERSHIP KEY AND ADDITIONAL TOPOGRAPHIC SYMBOLS

Scale: 1" = 1/2 mile

Proposed Auto Impoundment Site

OTHER DATA

↑
N

SITE PLOT

Form 2080-2 (January 1975)

C.B.
Oct. 12, 2012

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
SWEETWATER COUNTY COMMISSION

Federal Project IM-0803132 & IM-I803144
Rock Springs - Rawlins/Tipton Section
Reclaimed Asphalt Pavement (RAP)
Sweetwater County

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and the Sweetwater County Commission (County) whose address is 80 West Flaming Gorge Way, Green River, Wyoming 82935.
2. Purpose. The purpose of this MOU is to establish the responsibilities and funding requirements between the two parties for the above-mentioned project beginning at milepost 153.78 and ending at milepost 161.99 on Interstate 80 Sweetwater County for the use of reclaimed asphalt pavement (RAP) material.
3. Terms of MOU. This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty days written notice, which notice shall be delivered by hand or by certified mail.
4. Payment. No payment shall be made to either party by the other party as a result of this MOU.
5. Responsibilities of WYDOT

WYDOT has produced RAP material by milling operations throughout the project beginning at milepost 153.78 and ending at milepost 161.99. The RAP will be used for shouldering, recycled plant mix pavement and for surfacing the Patrick Draw Maintenance Station as part of the project. Any RAP left over will be stockpiled at the Bitter Creek Plant Site at milepost 142 and will be made available to Sweetwater County. Additional RAP material may be available at the Tipton Plant Site at the end of paving operations in 2013.

6. Responsibilities of the County

The removed RAP material shall become property of the County for use as dust abatement and is required to be used on public county roads.

7. General Provisions

- a. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- b. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- c. **Entirety of this Agreement.** This MOU, consisting of three pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- d. **Indemnification.** Each party to this MOU shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend nor indemnify the other.
- e. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- f. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- g. **Sovereign Immunity.** The State of Wyoming, WYDOT and the County do not waive their sovereign immunity by entering into this MOU and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- h. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, below.

SWEETWATER COUNTY COMMISSION:

Chairman

Date

Print Name

WYOMING DEPARTMENT OF TRANSPORTATION:

Del McOmie, P.E., Chief Engineer

Date

Approved as to form:

By: _____

Douglas J. Moench
Senior Assistant Attorney General
State of Wyoming

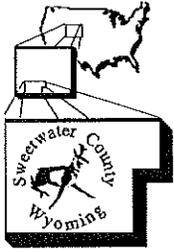
Date agreement prepared: 10-9-12

Sally Shoemaker

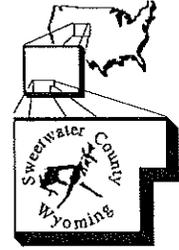
From: Cindy Sheehan - Planning and Zoning
ent: Wednesday, October 17, 2012 9:29 AM
fo: Sally Shoemaker
Subject: Request for November 6 BCC Agenda
Attachments: BCC Meeting Request November 6, 2012 WYDOT RAP MOU.pdf; WYDOT MOU for RAP Rawlins Tipton Section.pdf

Good morning!
Please place the attached item on the November 6th Board Agenda.
Thank you,
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*



Sweetwater County Department of Human Resources



80 W. Flaming Gorge Way, Suite 17
Green River, WY 82935

E-MAIL: swchr@sweet.wy.us

Phone: 307-922-5429 (RS)
307-872-3910 (GR)
Fax: 307-872-3996

MEMORANDUM

To: All Fire Department Personnel
C: Sweetwater County Board of County Commissioners
From: Garry McLean, Human Resource Director
Date: November 6, 2012

RE: Fire Warden Vacancy

Dear Staff:

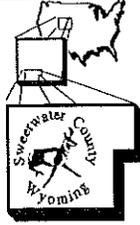
The Sweetwater County Fire Warden, Dennis Washam, has officially retired from the Sweetwater County Fire Department, effective August 17, 2012.

The Board has reviewed the Fire Warden job description and employment ad at the November 6, 2012 Board meeting. The Board has approved the Human Resources Department to begin recruiting for the Fire Warden vacancy, beginning Wednesday, November 7, 2012.

Anyone interested in applying shall contact the Sweetwater County HR Department for position information and application documents. Advertising for the position shall begin November 7, 2012 and continue through November 30, 2012, or until satisfactory applicants are obtained. The Board of County Commissioners, or their designees, will interview the final candidates and the Board will make the final hiring decision.

Should you have any questions, please feel free to contact me at 307-872-3913 or by e-mail at swchr@sweet.wy.us.

FIRE WARDEN



Sweetwater County is accepting applications for a **Full-time Fire Warden**. Primary work responsibilities include the daily management, and operation of the County Fire Department.; fire prevention & suppression within appropriate jurisdiction of Sweetwater County.

Desired Qualifications:

- HS Diploma or equivalent PLUS 8 years experience in a fire operation with increasingly responsible supervisory experience
- Certified as a fire trainer and fire investigator
- Valid Driver's License w/ good driving record, prefer CDL license

The successful candidate will receive a competitive salary as well as benefit package of health, life, retirement, vacation, sick leave and other benefits offered by the County.

To Apply: Please submit a completed County application form and resume to the SWC Human Resources Department, 80 W. Flaming Gorge Way, Suite 17, Green River, WY 82935. **Deadline: 5:00 p.m., Fri., November 30, 2012.** Application forms and additional information may be obtained at the County's official website: www.sweet.wy.us or by contacting the HR Dept. at 307-872-3910 (GR) 307-922-5429 (RS) or via e-mail at swchr@sweet.wy.us

Sweetwater County is an Equal Opportunity Employer M/F/V/H

CLASS TITLE:	FIRE WARDEN	
DEPARTMENT:	County Fire Department	FLSA STATUS: Exempt
ACCOUNTABLE TO:	Public Works Director	FMLA STATUS
APPROVED BY:		DATE:
PAY GRADE:	Set by Board of County Commissioners	

PRIMARY OBJECTIVE OF POSITION: Fire wardens, or their duly designated representative, shall be responsible for fire suppression and fire prevention, in accordance with Federal and State Law and County ordinances and policies within Sweetwater County for those areas which are not within any incorporated city, town or fire district, and shall additionally be responsible for coordinating fire suppression and fire prevention activities among all county fire agencies.

MAJOR AREAS OF ACCOUNTABILITY AND PERFORMANCE:

Essential Duties:

Fire Prevention

- Coordinate fire suppression activities among all county fire agencies pursuant to **W.S. 35-9-402**.
- May assist County Code Enforcement Specialist with enforcement of fire code, including fire safety and nuisance inspections, enforcement of County adopted rules and regulations and may review and/or make recommendations pertaining to fire code requirements.

Fire Suppression

- Responds to, supervises, and performs fire suppression activities for wildland fires in the unincorporated portions of Sweetwater County and outside of existing fire districts, including Federal, State and private lands, except as provided by any existing mutual aid agreements.
- Supervises and oversees County wildland fire crews, whether in-county or out-of-county.
- Determines effective use of County resources in response to out-of-county fires and dispatches resources as appropriate.
- Functions as part of the State and National fire response pursuant to mutual aid agreements.
- Directs the development and implementation of training programs, provides training, education and technical expertise Wildland fire qualifications for all County personnel.
- Ensures that all Wildland personnel maintain accurate and current qualification and training records in accordance with the National Wildland Coordinating Group.
- Cooperates with State of Wyoming, BLM, Municipal fire departments and other fire agencies.

Fire Investigations

- Responsible for reporting to State Fire Marshall regarding the cause and origin of each fire, in accordance with state law.

Administrative Duties:

- Supervises and oversees both in-county and out-of-county wildland fire crews.
- Enforces County policies;
- Prepares and monitors annual budget within approved limits of the Board of County Commissioners;
- Responsible for County's response to calls involving hazardous or radioactive materials.
- Track hours worked and related paperwork to ensure accurate compensation for wildland fire crews and reimbursement for the County.
- Works with Human Resources to recruit and select seasonal fire personnel for both in-county and out-of-county Wildland fire suppression program.
- Responsible for developing effective equipment maintenance programs and ensure proper maintenance of all County fire-fighting equipment.
- Issues burn permits in accordance with Wyoming law.
- Seeks and obtains grants to assist with fire suppression or prevention activities within the County;
- Serves as liaison on behalf of County regarding fire matters.

Other Duties: Performs other duties as assigned.

Fire Warden (cont.)

SPECIFIC CHARACTERISTICS:

The employee performs difficult work requiring significant interpretive judgment; works with some restricted data; prepares a variety of reports; responsible for equipment which needs to be in useable condition; responsible for a department budget; contacts with public and employees are frequent; responsible for department supervision of many volunteers; duties require work to be performed in undesirable conditions where hazards cannot be controlled.

PHYSICAL AND RELATED REQUIREMENTS:

Ability to perform moderate/heavy physical work, and to lift and carry up to 100 pounds.

Ability to obtain an engine boss red card certification and any other required certification's/training.

Ability to operate a variety of fire-fighting equipment.

Ability to stand, walk, sit, ride, climb, bend, kneel, crawl twist, reach, grasp, push, pull and perform similar body movements.

Ability to establish and maintain effective working relationship with fire stakeholders.

Possesses hand/eye/foot coordination adequate to operate all fire equipment and drive fire trucks.

Ability to talk and hear in person, by telephone and two-way radio.

Ability to see and read instructions and to observe fires and perform fire investigations.

SUPERVISION - RESPONSIBILITY FOR WORK OF OTHERS: Supervises one full time employee and up to 35 seasonal and/or volunteers.

TRAINING AND EXPERIENCE REQUIREMENTS:

Any combination of training and experience equivalent to high school diploma and eight years of experience in a fire operation; management experience desired; able to obtain certification as a fire trainer and fire investigator; able to obtain an appropriate red card certification. Selected applicants must be capable of passing a completed background investigation

EXAMPLES OF PERFORMANCE CRITERIA AND QUALIFICATIONS:

THE EMPLOYEE:

- Possesses knowledge of principles and practices of firefighting and fire investigation.
- Possesses knowledge of principles and practices of vehicle maintenance.
- Has knowledge of laws and regulations relating to hazardous materials.
- Possesses knowledge of budgetary principles.
- Possesses knowledge of effective personnel management.

Last update 10/31//2012

**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 11/6/2012
 Department: Facilities
 Position: Custodian
 Vacancy Date: 10/16/2012
 Reason for vacancy: Voluntary resignation
To Restaff position immediately, in a part time capacity with PT benefits
 Department Request: (35 hours per week)
 Anticipated Re-staff Date 12/1/2012

Board Action	
Approved _____	Date: <u>11/6/2012</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly					Total cost of employment (salary + benefits)	Annual Cost of employment	Cost of employment for the Remainder of FY (7 months)
			Salary	Retirement	FICA	Workers Compensation	Total benefits			
Current costs for Facilities Employee	Custodian (2.5 years, Grade 8, step 2 rate of pay)	4/20/2010	\$ 2,387.29	\$ 169.98	\$ 182.63	\$ 48.70	\$ 401.30	\$ 2,788.59	\$ 33,463.12	\$ 19,520.15
Anticipated Costs to restaff Position Vacancy	Custodian Grade 8, step 1 rate of pay)	12/1/2012	\$ 2,317.77	\$ 165.03	\$ 177.31	\$ 47.28	\$ 389.62	\$ 2,707.39	\$ 32,488.65	\$ 18,951.71
Net Difference (savings)			\$ (69.52)	\$ (4.95)	\$ (5.32)	\$ (1.42)	\$ (11.69)	\$ (81.21)	\$ (974.48)	\$ (568.44)

NOTES

Costs calculated using a re-staffing date of: 12/1/2012
 Current employee's Accrual leave payouts total approx. **\$83.74**, as of 10/16/12.

Number of months to recover leave accrual payout: **0.03**



 Reviewed by HR Representative (signature)

10-31-12

 Date:

 Reviewed by Department Head/ Elected Official (signature)

 Date:

 Commission Chair (signature)

 Date:

**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 11/6/2012
 Department: Facilities
 Position: Custodian
 Vacancy Date: 10/26/2012
 Reason for vacancy: discharge
 Department Request: To Restaff position immediately, in a part time capacity with PT benefits (35 hours per week)
 Anticipated Re-staff Date 12/1/2012

Board Action	
Approved _____	Date: <u>11/6/2012</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly					Total cost of employment (salary + benefits)	Annual Cost of employment	Cost of employment for the Remainder of FY (7 months)
			Salary	Retirement	FICA	Workers Compensation	Total benefits			
Current costs for Facilities Employee	Custodian (2.4 years, Grade 8, step 2 rate of pay)	6/7/2010	\$ 2,387.29	\$ 169.98	\$ 182.63	\$ 48.70	\$ 401.30	\$ 2,788.59	\$ 33,463.12	\$ 19,520.15
Anticipated Costs to restaff Position Vacancy	Custodian Grade 8, step 1 rate of pay)	12/1/2012	\$ 2,317.77	\$ 165.03	\$ 177.31	\$ 47.28	\$ 389.62	\$ 2,707.39	\$ 32,488.65	\$ 18,951.71
Net Difference (savings)			\$ (69.52)	\$ (4.95)	\$ (5.32)	\$ (1.42)	\$ (11.69)	\$ (81.21)	\$ (974.48)	\$ (568.44)

NOTES

Costs calculated using a re-staffing date of: 12/1/2012
 Current employee's Accrual leave payouts total approx. \$514.08, as of 10/16/12.
 Number of months to recover leave accrual payout: 0.18



 Reviewed by HR Representative (signature)

10-31-12

 Date:

 Reviewed by Department Head/ Elected Official (signature)

 Date:

 Commission Chair (signature)

 Date:

**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 11/6/2012
 Department: Facilities
 Position: Custodian
 Vacancy Date: 10/26/2012
 Reason for vacancy: discharge
 Department Request: To Restaff position immediately, using MANPOWER. Position would be part time 35 hours per week at \$11.00 per hour. MANPOWER charges 159% of the agreed upon monthly salary, however, MANPOWER accepts all of the liability, including taxes, and unemployment insurance, to name a few.
 Anticipated Re-staff Date 11/15/2012

Board Action	
Approved _____	Date: <u>11/6/2012</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly					Total cost of employment (salary + benefits)	Annual Cost of employment	Cost of employment for the Remainder of FY (7.5 months)
			Salary	Retirement	FICA	Workers Compensation	Total benefits			
Current costs for Facilities Employee	Custodian (2.4 years, Grade 8, step 2 rate of pay \$15.74 per hour)	6/7/2010	\$ 2,387.29	\$ 169.98	\$ 182.63	\$ 48.70	\$ 401.30	\$ 2,788.59	\$ 33,463.12	\$ 19,520.15
Anticipated Costs to restaff Position Vacancy using MANPOWER	Custodian (\$11.00 per hour)	11/15/2012	\$ 2,652.65				\$ -	\$ 2,652.65	\$ 31,831.80	\$ 19,894.88
Net Difference (savings)			\$ 265.36	\$ (169.98)	\$ (182.63)	\$ (48.70)	\$ (401.30)	\$ (135.94)	\$ (1,631.32)	\$ 374.72

NOTES

Costs calculated using a re-staffing date of: 11/15/2012



 Reviewed by HR Representative (signature)

 Reviewed by Department Head/ Elected Official (signature)

 Commission Chair (signature)

10-21-12

 Date:

 Date:

 Date:

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

November 6, 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

Public Hearing Agenda

November 6, 2012

**County Commissioner's Meeting Room
80 West Flaming Gorge Way
Green River, WY 82935**

Public Hearings

1. Jeffrey Fritz
Growth Management Plan
Master Transportation Plan Map Amendment – Exhibit D
2. Marty Egbert
Simple Land Division
Ackerman Acres Subdivision, Lot 3
3. QEP Field Services Company
Zoning Map Amendment
Agriculture (A) to Mineral Development (MD-1)
4. Gerry Fedrizzi
Final Plat
Resource Engineering Subdivision
5. Gerry Fedrizzi
Conditional Use Permit
Welding & Fabrication
6. 2012 International Fire Code
Certification of Adoption with Exceptions
7. Simon Trust / Sterling Construction – Request to Table
Conditional Use Permit
Temporary Construction Yard

Public Hearing #1

Board of County Commissioners

November 6, 2012

Property Owner and Applicant

Jeffrey Fritz
538 Yellowstone Road
Rock Springs, WY 82901

Surveyor

Rocky Mountain Survey
Kent Felderman, PLS
1620 West 2nd Street
Rock Springs, WY 82901

Legal Description

36.05 Acres - TR NENE,
Section 29, T20N, R015W
04-2005-29-1-00-033-00

Current Zoning

R-2/SF
Single Family Residential

Legal Requirements

Adjacent Notices Sent:
September 7, 2012

Public Hearing Advertised:
September 7, 2012
Sign Posted:
September 7, 2012

Utilities & Districts

Water – Ten Mile
Sewer – Private Septic
Natural Gas – Questar

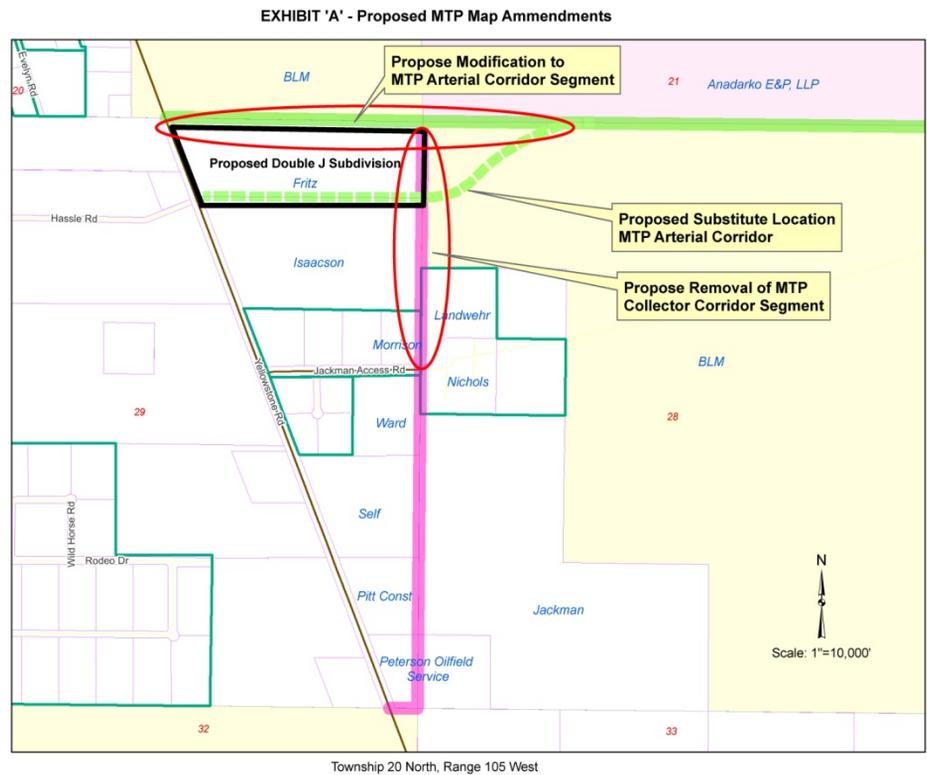
Land Use Presenter

Eric Bingham
Land Use Director
(307) 872-3916

Jeffrey Fritz

Growth Management Plan

Map Amendment – Exhibit D



Summary of Application

The applicant is requesting an amendment to the Master Transportation Plan, Exhibit D of the Sweetwater County Growth Management plan. This amendment is for the realignment of a Master Transportation Plan road from the north border of the Jeffrey Fritz property to the south property border and the removal of a collector road between Jackman Access Road and the North Boundary of Section 29 of Township 20 North Range 105 West.

The applicant contends that both roadway amendments are necessary for the development of the residential subdivision. The relocated northern segment will better serve future development of private lands lying south of the Fritz property and the deletion of a portion of a collector road should be considered due to the existing drainage ditch which will make construction impractical.

Public Hearing #1

Board of County Commissioners

November 6, 2012

Public Comments

No public comments have been received as of the date of this report.

Agency Comments

No agency comments have been received as of the date of this report.

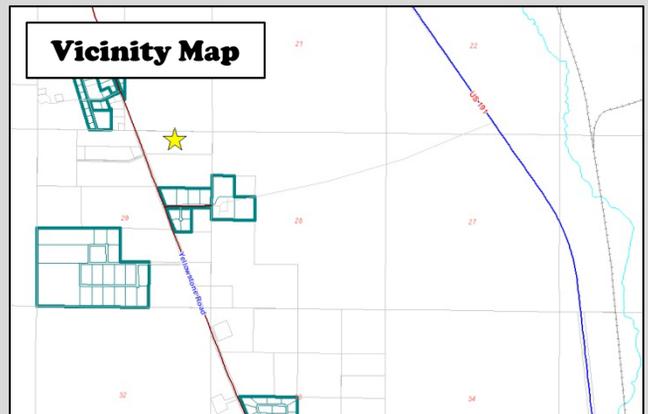
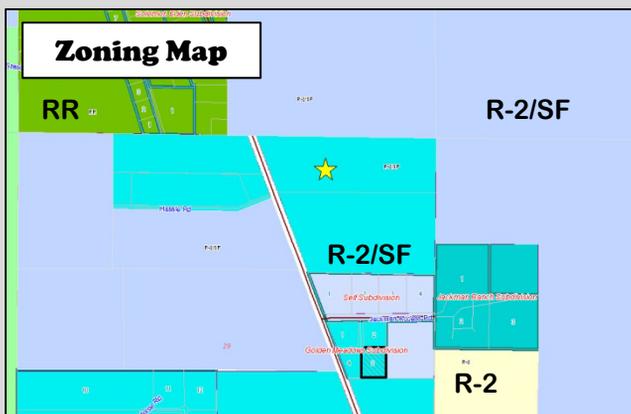
Staff Comments

One of the purposes of the Master Transportation Plan is to support and facilitate community economic development efforts as roads establish the pattern of development. The relocation of the Arterial corridor segment will facilitate and open properties to the south for future development. The road adjustment will also better align with Hassle Road located on the west side of Yellowstone Road.

Another goal of the Master Transportation Plan is to ensure that transportation development within Sweetwater County serves the greatest possible community/public interest. The applicant is proposing to remove a portion of a proposed collector route from the transportation plan. The collector route proposed on the transportation plan may have difficulties being constructed in the future due to the existing drainage ditch and existing subdivisions that have already been constructed within the corridor and which have existing homes located on those lots.

Recommendations and Conditions

The Sweetwater County Planning and Zoning Commission unanimously recommended approval of this application.



RECOMMENDATION 12-10-ZO-04
MAP AMENDMENT - GROWTH MANAGEMENT PLAN EXHIBIT D
MASTER TRANSPORTATION PLAN

WHEREAS, Jeffrey Fritz has requested an amendment to the Master Transportation Plan, Exhibit D of the Sweetwater County Growth Management Plan. This amendment is for the realignment of a Master Transportation Plan road from the north border of the Jeffrey Fritz property to the south border of the Jeffrey Fritz Property and the removal of a road running along the section line of Sections 28 and 29, Township 20 North, Range 105 West of the 6th Principal Meridian from the north section line of Section 29 to the northern right of way line of Jackman Access Road.

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 October 10, 2012 to consider the applicant's request; and,

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

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

Dated this 10th day of October, 2012.

Attest:

Sweetwater County
Planning and Zoning Commission

Steven Dale Davis, County Clerk

Dan Scheer, Chairman

RESOLUTION 12-11-ZO-01
MAP AMENDMENT - GROWTH MANAGEMENT PLAN EXHIBIT D
MASTER TRANSPORTATION PLAN

WHEREAS, Jeffrey Fritz has requested an amendment to the Master Transportation Plan, Exhibit D of the Sweetwater County Growth Management Plan. This amendment is for the realignment of a Master Transportation Plan road from the north border of the Jeffrey Fritz property to the south border of the Jeffrey Fritz Property and the removal of a road running along the section line of Sections 28 and 29, Township 20 North, Range 105 West of the 6th Principal Meridian from the north section line of Section 29 to the northern right of way line of Jackman Access Road.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on November 6, 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 6th day of November, 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

Map Amendment - Growth Management Plan Exhibit D Master Transportation Plan



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

Date of Submittal: _____

Permit Number: _____

Applicant/Legally Responsible Party: Name: <u>Jeffrey J. Fritz</u> Mailing Address: <u>538 Yellowstone Road</u> <u>Rock Springs, WY 82901</u> Phone: <u>307-382-8004</u>		Other Interested Parties or Joinders to Application <i>(Use additional paper if necessary.)</i> Name: <u>N/A</u> Mailing Address: _____ Phone: _____					
List Name, Address and Telephone Number of all Owners of Record who own land adjacent to the transportation corridor proposed for extension, modification or removal. Please use additional paper, if necessary. <u>See Attachment No. 1</u>		Property Identification Number(s) of affected owners: <u>Included with Attachment No. 1</u>					
Provide a map showing ownership in relationship to the proposed Master Transportation Plan Change.	Provide a map showing the proposed corridor change and how the modified corridor will interact with other corridors.	Provide a map showing the future planning of the property within the region of the proposed Transportation Plan					
Applicant's Statement: Explain the nature of the proposed Master Transportation Change and describe the effect of the proposed amendment on adjacent lands and the future growth and development of the Community. Please use additional paper, if necessary. <u>See Attachment 2</u>							
Explain how the proposed Master Transportation Plan Change fosters and promotes the goals and objectives of the 2002 Comprehensive Plan of Sweetwater County . Please use additional paper, if necessary. <u>See Attachment 2</u>							
Explain how the proposed Master Transportation Plan Change fosters and promotes the Growth Management Plan's Goals and Objectives. Please use additional paper, if necessary. <u>See Attachment 2</u>							
Exhibits Submitted: Exhibit A - Map Attachements 1 & 2	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%; border-bottom: 1px solid black;"> Land Owner of Record's Signature </td> <td style="width:40%; border-bottom: 1px solid black;"> Date <u>9/14/2012</u> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> Applicant/Legally Responsible Party's Signature <u>AGENT</u> </td> <td style="border-bottom: 1px solid black;"> Date </td> </tr> </table>			Land Owner of Record's Signature 	Date <u>9/14/2012</u>	Applicant/Legally Responsible Party's Signature <u>AGENT</u>	Date
Land Owner of Record's Signature 	Date <u>9/14/2012</u>						
Applicant/Legally Responsible Party's Signature <u>AGENT</u>	Date						
NOTE: THE OWNER(S) OR APPLICANT(S) OF THE LAND MUST BE PRESENT OR PROPERLY REPRESENTED AT ALL PUBLIC HEARINGS!!!!							

Sweetwater County, Wyoming
Map Amendment – Growth Management Plan Exhibit ‘D’
Master Transportation Plan
Jeffrey J. Fritz - Applicant

ATTACHMENT 1

Landowners Adjacent to the Transportation Corridor Proposed for Modification (ARTERIAL ROUTE)

2005-29-1-00-029-00
JOHN W. & RITA ISAACSON
538A Yellowstone Road
Rock Springs, WY 82901
307-362-2579

2005-03-1-00-003-00
ANADARKO E&P, LLP
PO Box 1330
Houston, TX
(720) 929-6518

2005-20-1-00-001-00
2005-28-1-00-001-00
USA – BUREAU OF LAND MANAGEMENT
Attn: Patricia Hamilton
280 Highway 191 North
Rock Springs, WY 82901
307-352-0334

Sweetwater County, Wyoming
Map Amendment – Growth Management Plan Exhibit ‘D’
Master Transportation Plan
Jeffrey J. Fritz - Applicant

ATTACHMENT 1

Landowners Adjacent to the Transportation Corridor Proposed for Removal (COLLECTOR ROUTE)

2005-29-1-02-010-00

SANDI D. & JOHN D. JR MORRISON
25 Jackman Access Road
Rock Springs, WY 82901
307-382-2681

2005-28-2-01-010-00

JAMES B. LANDWEHR
506 Jackman Access Rd
Rock Springs, WY 82901
No Phone Listed

2005-28-2-01-011-00

STEVEN & SUSAN NICHOLS
508 Yellowstone Rd
Rock Springs, WY 82901
No Phone Listed

2005-29-1-00-054-00

LARRY D. WARD
22 Jackman Access Rd
Rock Springs, WY 82901
307-382-2195

2005-29-4-00-051-00

TIM & WANDA M. SELF
470 Yellowstone Rd
Rock Springs, WY 82901
307-362-1455

2005-28-3-00-015-00

2005-28-3-00-016-00
PETERSON OILFIELD SERVICE, LLC
450 Yellowstone Rd
Rock Springs, WY 82901
307-362-3644

2005-33-2-00-041-01

TERRY & RUTH GARVIN
418 A Yellowstone Rd
Rock Springs, WY 82901
362-7479 (Business)

2005-29-4-00-049-00

TERRY R. PITT CONST, INC
180 Pollux Dr
Rock Springs, WY 82901
307-362-8077

2005-28-3-00-014-00

LYNN R. JACKMAN
P O Box 218
Rock Springs, WY 82902
307-382-4051 (Business)

2005-29-1-00-029-00

JOHN W. & RITA ISAACSON
538A Yellowstone Road
Rock Springs, WY 82901
307-362-2579

Sweetwater County, Wyoming
Map Amendment – Growth Management Plan Exhibit ‘D’
Master Transportation Plan
Jeffrey J. Fritz - Applicant

ATTACHMENT 2

Proposed Changes to County MTP - Section 29, T20N, R105W

1. MODIFY PORTION OF ARTERIAL CORRIDOR FROM YELLOWSTONE ROAD TO US HIGHWAY 191
Propose relocation of the MTP segment shown along the north boundary of the Jeff Fritz property. Move approximately 700 feet south to the southerly boundary of the Fritz property and the easterly extension thereof. Transition northeasterly to the original MTP route to be designated by the County Engineer.

Applicant contends that this modification is necessary for the development of his land as a residential subdivision. The relocated corridor is proposed be dedicated to the public and will serve as primary access to said subdivision. This relocation will also allow for future development of private lands lying adjacent south of the Fritz property. Additionally, the relocated segment will better serve the transportation scheme of the area, given that its junction with Yellowstone Road will align with that of an existing county road (Hassle Road).

2. REMOVE COLLECTOR CORRIDOR BETWEEN JACKMAN ACCESS ROAD (CO RD 4-79) AND THE NORTH BOUNDARY OF SECTION 29.

Propose removal of the MTP segment shown along the east boundary of the Jeff Fritz property. Applicant asserts that this deletion is necessary for the development of his land as a residential subdivision. A significant drainage ditch existing at the location of this MTP segment renders road construction impractical in that location. Applicant also contends that there is a lack of necessity for this corridor in general and that major constraints are posed by the existing developments to the south.

APPLICANT STATEMENTS

- The MTP changes proposed herein promote the goals of the SWCO Comprehensive plan by facilitating the orderly development of land by way of the associated residential subdivision.

- The MTP changes proposed herein promote the goals of the SWCO GMP by relocating and consolidating transportation corridors to a “designed location” that will best suit the needs of present and future development and align with the existing transportation network in the area.

Public Hearing #2

Board of County Commissioners

November 6, 2012

Property Owner and Applicant

Marty J. Egbert
333 Turret Drive
Rock Springs, WY 82901

Surveyor

Rocky Mountain Survey
Kent Felderman, PLS
1620 West 2nd Street
Rock Springs, WY 82901

Legal Description

Ackerman Acres
Subdivision, Lot 3
04-1905-09-1-14-012-00

Current Zoning

R-2 (Mixed Residential)

Legal Requirements

Adjacent Notices Sent:

October 17, 2012

Public Hearing Advertised:

October 17, 2012

Sign Posted:

October 17, 2012

Utilities & Districts

Water & Sewer – White Mountain Water & Sewer District

Natural Gas – Questar
Access – Elbow Lane

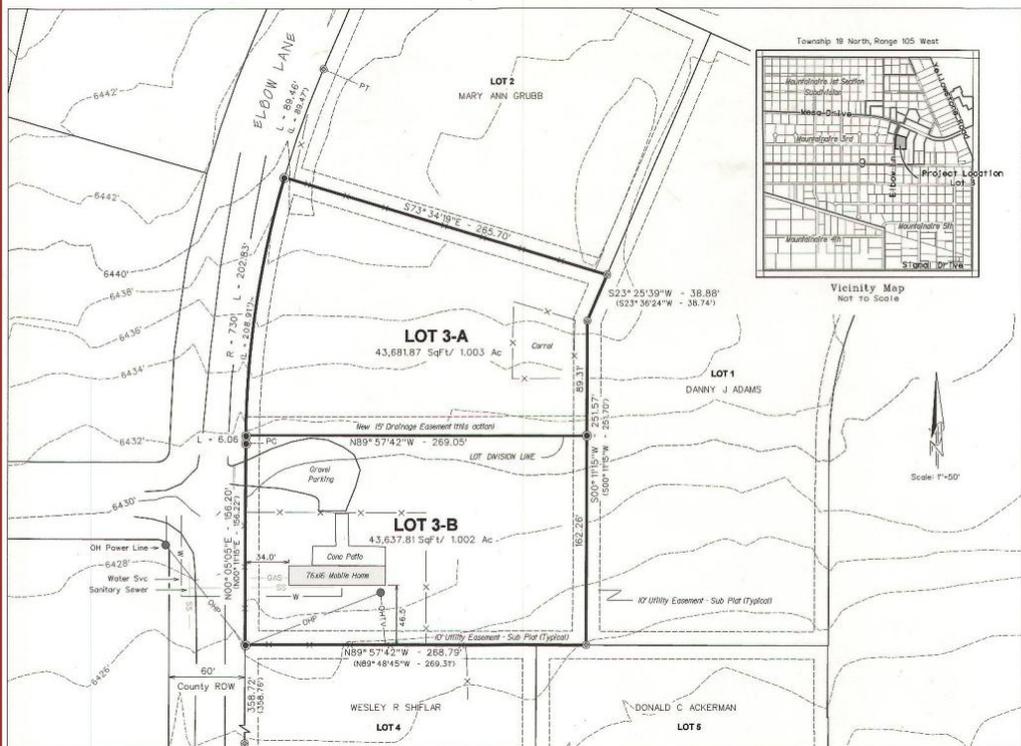
Land Use Presenter

Eric Bingham
Land Use Director
(307) 872-3916

Marty Egbert

Simple Land Division

Ackerman Acres Subdivision, Lot 3



Summary of Application

The Applicant is requesting approval of a simple land division of Lot 3 of the Ackerman Acres Subdivision. The Zoning for the property is R-2 (Mixed Residential). The subdivision will consist of 2 lots covering 2.006 acres. The minimum lot size will consist of 1.002 acres, which meets the minimum lot size requirements for the existing zone district.

Provisions have been made for public water and sewer to each lot provided by White Mountain Water and Sewer. Also, a drainage easement is being proposed between each lot to prevent drainage flow on adjacent properties. There is an existing home on the south half of the lot and all existing structures will conform to the setback requirements. The proposed use on the new proposed lot will be a residential dwelling.

Public Hearing #2

Board of County Commissioners

November 6, 2012

Public Comments

No public comments have been received as of the date of this report.

Agency Comments

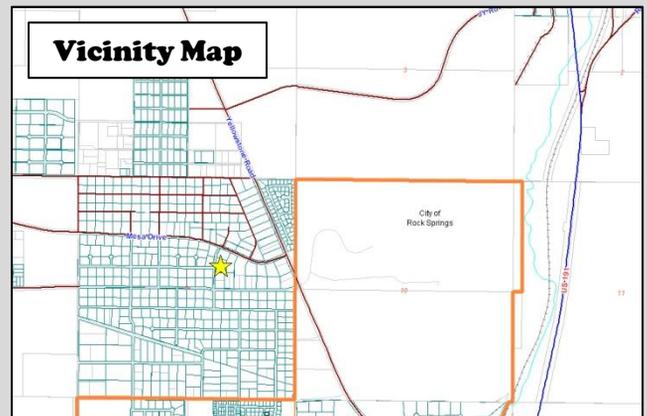
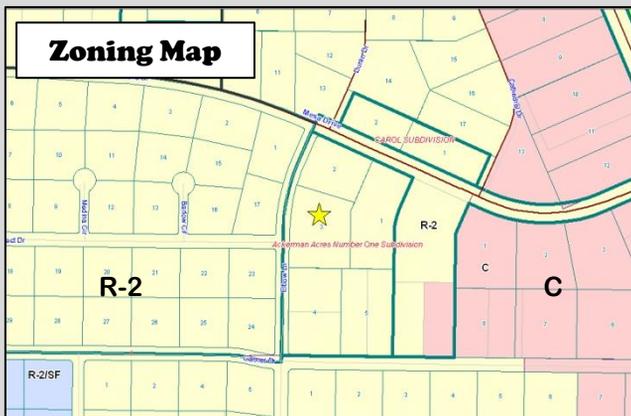
No agency comments have been received as of the date of this report.

Staff Comments

This application for Simple Land Division has been reviewed in accordance to Section 5.f of the Sweetwater County Subdivision Regulations and has met all of the design criteria. In addition, the simple land division is compatible with adjacent zoning classifications and uses on those lands. Staff recommends approval of the Egbert Simple Land Division.

Provisions

Section 5.f. of the Sweetwater County Subdivision Regulations (Simple Land Division Requirements)



RESOLUTION 12-11-ZO-02
MARTY EGBERT
SIMPLE LAND DIVISION

WHEREAS, Marty Egbert has requested a Simple Land Division in accordance with Section 5(f) of the Sweetwater County Subdivision Regulations to divide Lot 3 of the Ackerman Acres Number One Subdivision. This application is to be located on property owned by Marty Egbert and described as:

Lot 3-A

A parcel of land being a part of Lot 3 of the Ackerman Acres Number One Subdivision, the official plat thereof being recorded in the Office of the Sweetwater County Clerk on Page 329 in the Book of Plats, said parcel being more particularly described as follows:
Beginning at the most easterly corner of said Lot 3; Thence on the easterly boundary of said Lot 3, S23°25'39"W for a distance of 38.88 feet to a corner thereof;
Thence continuing on the easterly boundary of said Lot 3, S0°11'15"W for a distance of 89.31 feet;
Thence N89°57'42"W for a distance of 269.05 feet to the westerly boundary of said Lot 3 and the beginning of a non-tangent curve, concave easterly, having a radius of 730.00 feet and a chord bearing of N 8°31'13"E;
Thence on the westerly boundary of said Lot 3 and on the arc of said curve through a central angle of 15°55'10" for a distance of 202.83 feet to the most northerly corner of said Lot 3;
Thence on the northerly boundary of said Lot 3, S73°34'19"E for a distance of 265.70 feet to the point of beginning.
Said parcel contains an area of 43,681.87 square feet or 1.003 acres, more or less.

Lot 3-B

A parcel of land being a part of Lot 3 of the Ackerman Acres Number One Subdivision, the official plat thereof being recorded In the Office of the Sweetwater County Clerk on Page 329 in the Book of Plats, said parcel being more particularly described as follows:
Commencing at the most easterly corner of said Lot 3;
Thence on the easterly boundary of said Lot 3, S23°25'39"W for a distance of 38.88 feet to a corner thereof;
Thence continuing on the easterly boundary of said Lot 3, S0°11'15"W for a distance of 89.31 feet to the true POINT OF BEGINNING;
Thence continuing on the easterly boundary of said Lot 3, S0°11'15"W for a distance of 162.26 feet to the southeasterly corner thereof;
Thence on the southerly boundary of said Lot 3, N89°57'42"W for a distance of 268.79 feet to the southwesterly corner thereof;
Thence on the westerly boundary of said Lot 3, N0°05'05"E for a distance of 156.20 feet to the beginning of a tangent curve, concave easterly, having a radius of 730.00 feet;
Thence continuing on the westerly boundary of said Lot 3 and on the arc of said curve through a central angle of 0°28'32" for a distance of 6.06 feet;
Thence S89°57'42"E for a distance of 269.05 feet to the point of beginning,
Said parcel contains an area of 43,637.81 square feet or 1.002 acres, more or less.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on November 6, 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 6th day of November, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

Attest:

Steven Dale Davis, County Clerk



Simple Land Division

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

Date of Submittal: 10.18.12
Permit Number: PZ 12.032
Present Zoning: R-2
PID: 04- 1905 - 09 - 1 - 14 - 012 - 00

Application Fee: \$150.00 - Please make checks payable to Sweetwater County

PURPOSE

For the purposes of this section, a Simple Land Division shall be defined as a subdivision of 1 unit of land into not more than 2 units of land, and is applicable only for lots within a platted subdivision. Pursuant to the authority granted by Wyoming Statute 18-5-306(a), the Sweetwater County Board of County Commissioners has determined that a Simple Land Division, as defined in these regulations, shall be exempt from the requirements of WS 18-5-306 Minimum Requirements for Subdivision Permits. Subsequent divisions of units of land from a Simple Land Division shall require either a Major Subdivision or a Minor Subdivision.

GENERAL INFORMATION:

Marty J. Egbert

Property Owner of Parcel A

333 Turret Drive

Mailing Address

Rock Springs, WY 82901

Mailing Address

307-350-5108

Telephone/Email

Marty J. Egbert

Property Owner of Parcel B

333 Turret Drive

Mailing Address

Rock Springs, WY 82901

Mailing Address

307-350-5108

Telephone/Email

PROPERTY INFORMATION:

Subdivision, Lot and Block of Simple Land Division:

Subdivision Ackerman Acres Number One Subdivision Lot No. 3 Block No. N/A
New lots must be designated as A and B of the original lot of the original subdivision (i.e., Lot 10A and Lot 10B; a Simple Land Division of Mountaineer Subdivision, 5th Section, Block 7, Lot 10)

Total Acreage: 2.006 Acres

Present Zoning: R2

Lot size of lot A: 1.003 Acres

Lot size of lot B: 1.002 Acres

County Assigned Address of lot A: _____

County Assigned Address of lot B: _____

Property Identification Number: 04 - 1 9 0 5 - 0 9 - 1 - 1 4 - 0 1 2 - 0 0

RECEIVED
OCT 18 2012
SWC LAND USE

Simple Land Division Checklist

- The Simple Land Division shall contain or be accompanied by the following information:
- ✓ • Simple Land Division application and check for \$150.00 made payable to Sweetwater County.
 - ✓ • Record of Survey as defined in Appendix A of the Sweetwater County Subdivision Regulations.
 - ✓ • Written narrative describing the existing and proposed land uses, how the adjustment will benefit the uses, and why the change will not negatively impact any existing land use in the vicinity.
 - Warranty Deeds or Quitclaim Deeds for new lots being created. Filing fees for Sweetwater County Clerk are in addition to the filing fees for a Simple Land Division. *WAIVED BY COUNTY 10/12/12*
 - ✓ • Names and addresses of abutting property owners.

Criteria for Review of Simple Land Division

- A Simple Land Division is applicable only for a legally created lot in a platted subdivision. The applicant(s) shall be the owner of record.
- The Simple Land Division shall not result in more than one new parcel as a result of the division.
- The lots shall meet the minimum: lot width; area requirement; lot depth to front ratio; and, front line requirements of the Sweetwater County Zoning Resolution and Subdivision Regulations.
- The Simple Land Division shall not worsen any non-conforming setback situation nor create a violation of other codes or regulations of Sweetwater County
- The design of the Simple Land Division shall incorporate topographic and drainage constraints of the land that will provide buildable lots.
- The Simple Land Division shall be compatible with adjacent zoning classifications and uses on those lands.
- The resulting parcels shall not be eligible for further Simple Land Divisions
- Simple Land Division "Record of Survey" shall incorporate the easements for the necessary drainage and utilities.
- The applicant shall be responsible for obtaining all necessary approvals and accesses for all utilities.
- Identify all utility supply points and location.

Applicant Certification

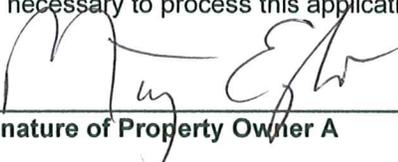
The undersigned hereby certifies and acknowledges that they:

- Are responsible for identifying and complying with all applicable federal, state and local regulations concerning the subdivision of their property.
- 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.
- Have an unencumbered legal right to possess, use and occupy the subject property.
- 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.

RECEIVED

OCT 18 2012

SWC LAND USE



Signature of Property Owner A

10/11/12

Date

MARTY EGBERT

Printed Name of Property Owner A (Business/Authorized Person)



Signature of Property Owner B

10/11/12

Date

MARTY EGBERT

Printed Name of Property Owner B (Business/Authorized Person)

Simple Land Division
Lot 3 – Ackerman Acres No.1 Subdivision

Landowner/Applicant: Marty J. Egbert

PROJECT NARRATIVE

The subject property is a 2 acre lot located in a residential subdivision. Existing land use is a single residential dwelling consisting of a 16x76 mobile home structure on the south half and largely vacant lands to the north. The applicant proposes to divide the property into two 1 acre plots which conform to the minimum lot size of the present R-2 zoning. The resulting lots are intended to sustain residential uses for two separate estates. The proposed adjustment will benefit the use by adding a site built home in place of the large open, idle area of the present property configuration. The applicant asserts that the proposed change will not negatively impact existing land use in the vicinity since the resulting sub-lots complies with all of the provisions of the Sweetwater County Zoning Ordinance. Utilities and access will all be attained directly from existing facilities within the public frontage street (Elbow Lane) leaving no need for encroachments upon the adjacent properties.

Simple Land Division
Lot 3 – Ackerman Acres No.1 Subdivision
Landowner/Applicant: Marty J. Egbert

ADJACENT/ABUTTING LANDOWNERS

Mary Ann Grubb
145 Mesa Drive
Rock Springs, WY 82901

Danny J. Adams
135 Mesa Drive
Rock Springs, WY 82901

Donald C. Ackerman
92 Gannett Drive
Rock Springs, WY 82901

Wesley R. Shiflar
594 Elbow Lane
Rock Springs, WY 82901

Sweetwater County
(Elbow Lane - Right of Way)
80 West Flaming Gorge Way
Green River, WY 82935

Public Hearing #3

Board of County Commissioners

November 6, 2012

Applicant

QEP Field Services Co.
1955 Blairtown Road
Rock Springs, WY 82901

Property Owner

Bureau of Land
Management
280 Highway 191 North
Rock Springs, WY 82901

Legal Description

10.19 Acres
SE, Sec. 34, T13N, R101W
04-1301-34-1-00-001-00

Current Zoning

A (Agriculture)

Legal Requirements

Adjacent Notices Sent:
September 7, 2012

Public Hearing Advertised:
September 7, 2012

Sign Posted:
September 18, 2012

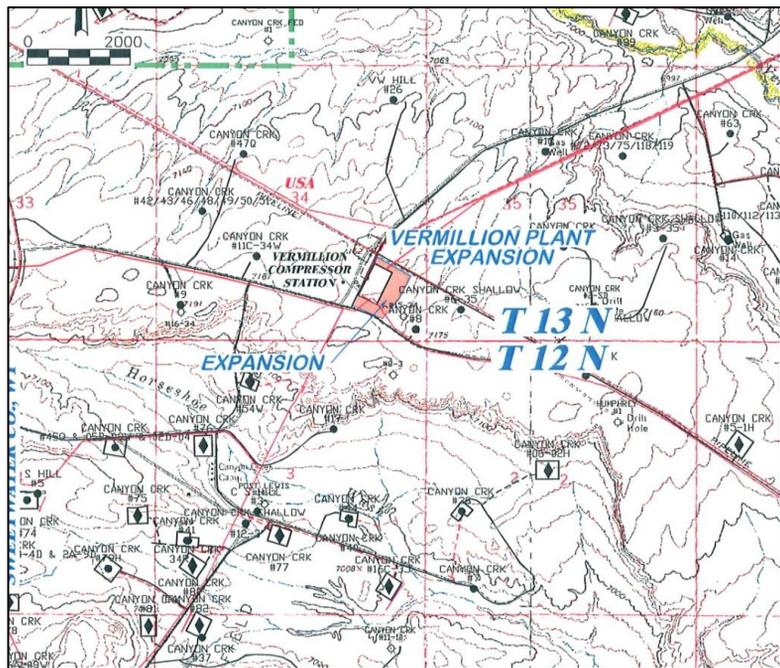
Utilities & Districts

Water – Bottled Water
Sewer – Septic
Fire – SWC Fire Dept.
Road – BLM Road via 430

Land Use Presenter

John Barton
Planner III
(307) 872-3915

QEP Field Services Company Zoning Map Amendment Agriculture to Mineral Development



Summary of Application

The applicant is requesting a Zoning Map Amendment to change a parcel of land from A (Agriculture) to MD-1 (Mineral Development) in accordance with Section 26.B.1.a of the Sweetwater County Zoning Resolution. The applicant proposes the expansion of an existing gas plant onto property which is currently zoned A (Agriculture). The expansion of the existing QEP Field Services Vermillion Plant will run from January 01, 2013 through November 30, 2013. The property is currently undeveloped.

Issues to consider are listed as follows:

1. The parcel subject of this application will provide for an expansion of an existing gas plant on three sides utilizing an existing BLM access road.
2. The property subject of this application is 10.19 acres in size. There are no minimum district size requirements for an MD-1 zone district therefore it meets the standard for an MD-1 district.

Public Hearing #3

Board of County Commissioners

November 6, 2012

Public Comments

No public comments have been received as of the date of this report.

Agency Comments

No agency comments have been received as of the date of this report.

Staff Comments

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

Identify and promote areas that are appropriately zoned and adequately serviced for industrial uses.

The site has the following infrastructure:

- **Public Water/Sewer:** Water is provided by bottled water and sewer is provided by septic system.
- **Fire Protection:** Fire protection is provided by the Sweetwater County Fire Department
- **Roads:** Access to this parcel is via SR 430 to BLM haul road
- **Utilities:** Power is available to the site.
- **Drainage:** Drainage on site is from north to south and east to west.

➤ **Encourage the separation of incompatible land uses:** The proposed site for the zone change is located in an area that is A (Agriculture) in uses and zoning.

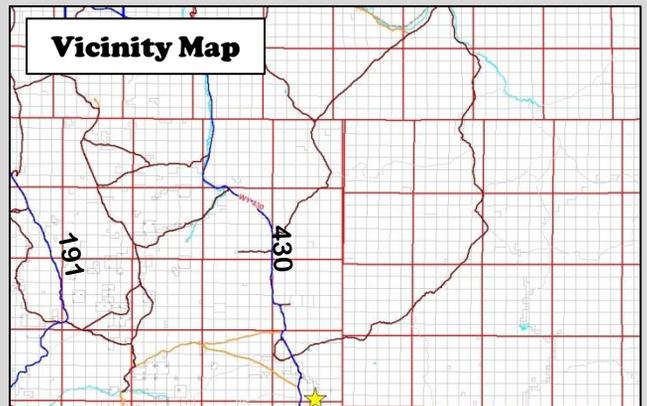
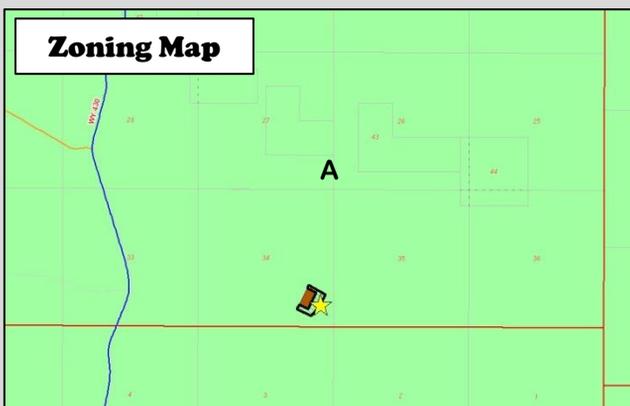
➤ **Encourage industrial development adjacent to existing industry.** The site of the proposed zone map amendment is located adjacent to an established area of existing MD-1 (Mineral Development) property in Sweetwater County.

Recommended Findings of the Zoning Resolution

To recommend approval of a Zoning Map Amendment, the amendment must meet the following test:

The Resolution and Map shall not be amended except to:

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



RECOMMENDATION 12-10-ZO-02
QEP FIELD SERVICES COMPANY
ZONING MAP AMENDMENT - A TO MD-1

WHEREAS, QEP Field Services Company has requested a Zoning Map Amendment from A to MD-1, in accordance with Section 24.B.1.b. of the Sweetwater County Zoning Resolution. This application is to be located on a parcel owned by the Bureau of Land Management and described as:

A PARCEL OF LAND, ALL SITUATED IN THE SOUTH EAST QUARTER, SECTION 34, TOWNSHIP 13 NORTH, RANGE 101 WEST, 6TH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 13NORTH, RANGE 101 WEST, 6TH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, BEING A BRASS CAP AND IRON PIPE MONUMENT, THENCE NORTH 60°53;37" EAST, 1381.03 FEET TO THE TRUE **POINT OF BEGINNING**;
THENCE NORTH 26°47'47" EAST, 207.00 FEET;
THENCE SOUTH 63°10'28" EAST, 399.96 FEET;
THENCE NORTH 26°49'38" EAST, 699.69 FEET;
THENCE NORTH 63°09'44" WEST, 399.97 FEET;
THENCE NORTH 26°51'18" EAST, 124.98 FEET;
THENCE SOUTH 61°08'24" EAST, 751.98 FEET;
THENCE SOUTH 26°57'36" WEST, 485.76 FEET;
THENCE SOUTH 41°10'15" WEST, 515.31 FEET;
THENCE NORTH 65°01'12" WEST, 622.98 FEET; TO THE **POINT OF BEGINNING**.

THE TOTAL AREA OF THE PARCEL ON BLM LANDS AS DESCRIBED ABOVE IS 723,846.64 SQUARE FEET OR 16.617 ACRES, MORE OR LESS.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the County's Zoning Resolution on October 10, 2012 to consider the applicant's request; and,

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

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

Dated this 10th day of October, 2012.

Attest:

Sweetwater County
Planning and Zoning Commission

Steven Dale Davis, County Clerk

Dan Scheer, Chairman

RESOLUTION 12-11-ZO-03
QEP FIELD SERVICES COMPANY
ZONING MAP AMENDMENT - A TO MD-1

WHEREAS, QEP Field Services Company has requested a Zoning Map Amendment from A to MD-1, in accordance with Section 24.B.1.b. of the Sweetwater County Zoning Resolution. This application is to be located on a parcel owned by the Bureau of Land Management and described as:

A PARCEL OF LAND, ALL SITUATED IN THE SOUTH EAST QUARTER, SECTION 34, TOWNSHIP 13 NORTH, RANGE 101 WEST, 6TH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 13NORTH, RANGE 101 WEST, 6TH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, BEING A BRASS CAP AND IRON PIPE MONUMENT, THENCE NORTH 60°53;37" EAST, 1381.03 FEET TO THE TRUE **POINT OF BEGINNING**;
THENCE NORTH 26°47'47" EAST, 207.00 FEET;
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THENCE SOUTH 41°10'15" WEST, 515.31 FEET;
THENCE NORTH 65°01'12" WEST, 622.98 FEET; TO THE **POINT OF BEGINNING**.

THE TOTAL AREA OF THE PARCEL ON BLM LANDS AS DESCRIBED ABOVE IS 723,846.64 SQUARE FEET OR 16.617 ACRES, MORE OR LESS.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on November 6, 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 6th day of November, 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 Zoning Map Amendment Application Form

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

Date of Submittal: 08.28.12
 Permit Number: 12-024
 Zone Change Number: ZC 2012.07
 PID: 04-1301-34-1-00-001-00

Land Owner of Record: Name: <u>Bureau of Land Management</u> Mailing Address: <u>280 Highway 191 North</u> <u>Rock Springs, WY 82901</u> Phone: <u>(307) 352-0334</u>		Applicant/Legally Responsible Party: Name: <u>QEP Field Services Company</u> Mailing Address: <u>1955 Blairtown Rd., P.O. Box 2819</u> <u>Rock Springs, WY 82902</u> Phone: <u>307-922-5621</u> Relationship to Owner: <u>Lessee</u>					
Legal Description of Property: <i>(Attach legal description on separate sheet).</i> <u>T13N, R101W, Section 34</u> <u>Sweetwater County, WY</u> <u>See attached Survey</u>		County Assigned Street Address or Location: <u>5063 Highway 430</u> Property Identification Number(s): 04- _____ - _____ - _____ - _____ *04- _____ - _____ - _____ - _____ *if applicable					
Area Of Proposed Zone Change: <i>(Acres or Sq. Ft)</i> <u>10.19</u>		<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> Current Zoning <u>Agricultural</u> </td> <td style="width: 50%; padding: 5px;"> Proposed Zoning <u>B MD-1</u> </td> </tr> </table>		Current Zoning <u>Agricultural</u>	Proposed Zoning <u>B MD-1</u>		
Current Zoning <u>Agricultural</u>	Proposed Zoning <u>B MD-1</u>						
Describe the nature and effect of the proposed amendment and cite legal basis for change: 1) Changing conditions; or 2) To correct an error in the Official Zone Map. If the amendment is for mineral exploration and mining, submit state or federally required materials. <u>Expansion of an existing plant which is currently zoned as B A.</u>							
Describe the proposed development and time schedule for development: <u>Expansion of QEP Field Services Vermillion Plant. Project will run from January 1, 2013 through November 30, 2013</u>							
An Area Map showing property to be rezoned and its relationship to abutting properties must accompany all applications for amendments.							
Exhibits Submitted: <u>Site Plan</u> <u>Legal Survey</u>		<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 5px;"> <u>BLM</u> Land Owner of Record's Signature </td> <td style="width: 40%; padding: 5px;"> Date </td> </tr> <tr> <td style="padding: 5px;"> <u>Gaue Gross</u> Applicant/Legally Responsible Party's Signature </td> <td style="padding: 5px;"> <u>08-16-12</u> Date </td> </tr> </table>		<u>BLM</u> Land Owner of Record's Signature	Date	<u>Gaue Gross</u> Applicant/Legally Responsible Party's Signature	<u>08-16-12</u> Date
<u>BLM</u> Land Owner of Record's Signature	Date						
<u>Gaue Gross</u> Applicant/Legally Responsible Party's Signature	<u>08-16-12</u> Date						
NOTE: THE OWNER(S) OR APPLICANT(S) OF THE LAND MUST BE PRESENT OR PROPERLY REPRESENTED AT ALL PUBLIC HEARINGS!!!!							

Public Hearing #4

Board of County Commissioners

November 6, 2012

Applicant

Gerry Fedrizzi
1901 Yellowstone Road
Rock Springs, WY 82901

Engineer

Rob Young
UESI
2638 Commercial Way
Rock Springs, WY 82901

Legal Description

Mountaineer Ranchettes
2nd, Block 4, part of Lots 10
& 11 and all of Lots 12 & 13
04-1905-09-1-01-021-00

Current Zoning

C (General Commercial)

Legal Requirements

Adjacent Notices Sent:
September 7, 2012

Public Hearing Advertised:
September 7, 2012

Sign Posted:
September 17, 2012

Utilities & Districts

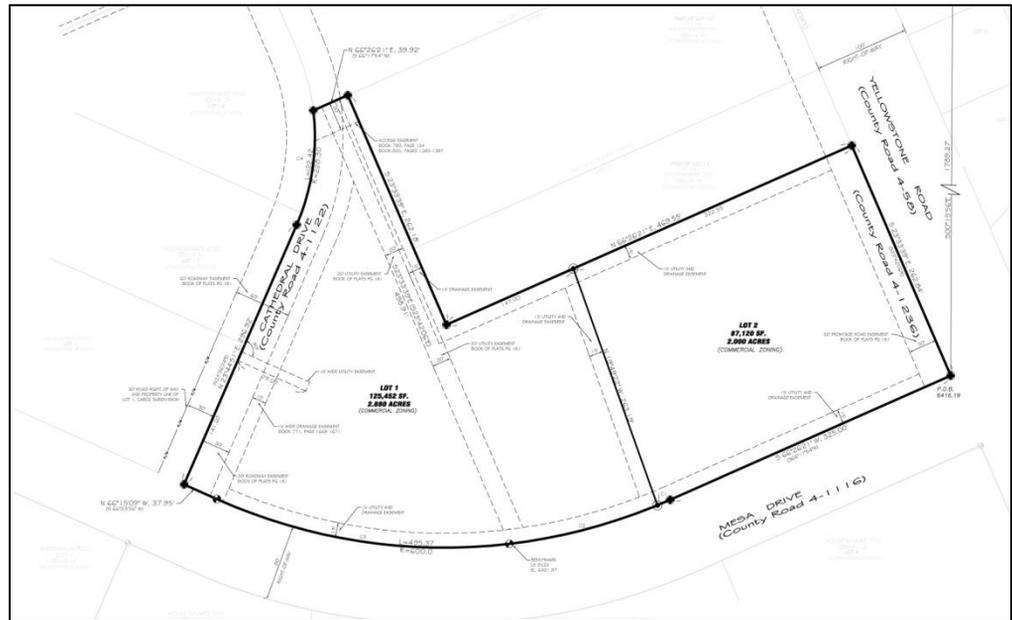
Water & Sewer – WMWSD
Access – Yellowstone Road,
Cathedral & Mesa Drives
Fire – Fire District #1

Land Use Presenter

Steve Horton
Planner III
(307) 872-3926

Gerry Fedrizzi

Vacation and Final Plat Approval Resource Engineering Subdivision



Summary of Application

The Applicant is requesting Final Plat approval for the proposed Resource Engineering Subdivision. This subdivision is being processed as a Minor Subdivision due to less than four (4) lots being created and there are no subdivision improvements being constructed. Minor Subdivision requires a Sketch Plat and Final Plat. The Sketch Plat was approved February 17, 2012. The Final Plat has now been submitted for review.

As part of approving this Final Plat, the underlying lots must be vacated, thereby Vacating Lots 12, 13, and parts of Lots 10, 11 of Block 4, Mountaineer Ranchettes 2nd. The Zoning for the property is Commercial.

This subdivision is called Resource Engineering Subdivision, which is a re-subdivision of Lots 12, 13, and parts of Lots 10, 11 of Block 4, Mountaineer Ranchettes 2nd.

As part of this subdivision, it is required to vacate Lots 12, 13, and parts of Lots 10, 11 of Block 4, Mountaineer Ranchettes 2nd. The request to Vacate must be acted upon by the Board of County Commissioners prior to action on the Final Plat.

Public Hearing #4

Board of County Commissioners

November 6, 2012

Summary of Application Continued

- This is a Commercial Subdivision. All Permitted Uses of the (B) Business Zone District, (CRS) Commercial & Recreational Services Zone, and (C) General Commercial Zone are permitted.
- This subdivision will consist of 2 lots covering 4.88 acres.
- The minimum lot size is 2.0 acres which is Lot #1, with an existing commercial structure approximately 7,190 square feet in size. Lot #1 has an access approach on Yellowstone Road and Mesa Drive.
- The maximum lot size is 2.88 acres which is Lot #2, with an existing commercial structure approximately 1,700 square feet in size. Lot #2 has an access approach on Cathedral Drive.
- Resource Engineering Subdivision is adjacent to Yellowstone Road, Mesa Drive, and Cathedral Drive.
- There will be no new road construction with this subdivision.
- Yellowstone Drive, Mesa Drive and Cathedral Drive provides access to the subdivision.
- The subdivision will be constructed in one phase and is essentially already constructed.
- Water will be provided by White Mountain Water & Sewer District, and water lines are currently in place
- Sewer is provided by White Mountain Water & Sewer District, and sewer service is currently in place
- The Sweetwater County Conservation District Report describes the soil for this subdivision as Leckman Fine Sandy Loam, Huguston-Haterton complex, Christy silty clay loam, Leckman –Teagulf complex. These soils are generally defined as gentle slope and well drained.
- Fire protection will be provided by three (3) fire hydrants currently located on Yellowstone Road and Mesa Drive.
- Drainage is generally from northwest to southeast across the property. A new drainage ditch will be constructed along the easterly boundary lines of Lot 1 to keep drainage from Lot 1 from affecting Lot 2.
- This is a commercial subdivision, therefore a Fee-in-Lieu Of will not be required.
- A Subdivision Improvements Agreement will not be required for this subdivision because there are no improvements involved with this plat.
- This Subdivision Plat is within one (1) mile of the Rock Springs City Limits and approval by the Rock Springs City Council is required. Rock Springs City Council has approved this Final Plat through Resolution No. 2012-15; said approval included Variances from City Ordinances: water well 16-805(C); streets, street grading and surfacing 16-805(D); curb and gutter 16-902; sidewalks 16-903; street improvements 16-905(V) and street light standards 16-905(D).

Zoning History

The subject property was originally Zoned Agriculture and R-2 on the Sweetwater County Zoning Maps. The following two Zone Map Amendments have occurred since the original zoning was put in place:

1. The Sweetwater County Board of County Commission by Resolution 74-43 dated December 4, 1974, changed the zoning from A (Agriculture) to C (Commercial) for the property on Yellowstone Road, which includes Mountaineer 2nd Block 4, Lot 12 and SW 40' of Lot 10 and SW 40' and S 86' of Lot 1. This zone change was initiated by Mesa Development.
2. The Sweetwater County Board of County Commission by Resolution 77-11 dated April 15, 1977, changed the zoning from R-2 (Residential) to C (Commercial) for the property on Mesa Drive which includes Mountaineer 2nd Block 4, Lot 13. This zone change was initiated by John Stevens.

Public Hearing #4

Board of County Commissioners

November 6, 2012

Public Comments

Mike & Carol Fritzler - *"The problem is the heavy equipment entering the yard on Cathedral. They have to swing very wide to enter their driveway and when they do that they are practically in our yard! We also have many children on this residential street. Their entrance needs to be on Mesa!"*

Agency Comments

SWC Engineering: Numerous comments were submitted during the review process and have been worked out. Recommend approval.

SWC Surveyor: Numerous comments were submitted during the review process and have been worked out. Recommend approval.

SWC Code Enforcement Official: Approve

Sweetwater County Conservation District: The Sweetwater County Conservation District Report describes the soil for this subdivision as

Leckman Fine Sandy Loam, Huguston-Haterton complex, Christy silty clay loam, Leckman –Teagulf complex. These soils are generally defined as gentle slope and well drained.

Department of Environmental Quality – Water Quality Division: Water and sewer systems are existing and are safe and adequate.

State Engineers Office: The State Engineer's Office is generally supportive of approving this subdivision. The practice of supplying water via the Rock Springs – Green River – Sweetwater County Joint Powers Water Board is found to be satisfactory. There appear to be no other existing and subject water rights of record which attach to the land to be subdivided.

White Mountain Water & Sewer District: The proposed water and sewer system complies with White Mountain Water & Sewer District regulations since the plans as submitted do not propose to change (add or subtract) from the existing conditions to the water and sewer system. The Subdivision poses no impact to the District's water or sewer systems; or, the District's ability to supply services to the Subdivision.

This conclusion is contingent that the water and sanitary sewer needs of any of the facilities remain as they are currently; and, no net increase in demand is placed on the system. An example would be an existing building being converted to a use that requires considerably more water such as might happen in an industrial setting. Any such change would need a new permit, at which time the water/sanitary sewer issue would need approval. (Tom Crank)

White Mountain Water & Sewer District: As requested by Mr. Fedrizzi, this letter is to verify that White Mountain Water & Sewer District can provide water and wastewater services to the subdivision. As always, sewer permits must be approved by the City of Rock Springs prior to issuing permits.

City of Rock Springs: The City of Rock Springs has approved the Final Plat for Resource Engineering Subdivision. Approval by the City of Rock Springs is required by Wyoming State Statute because this subdivision is located within one mile of the Rock Springs City Limits.

Public Hearing #4

Board of County Commissioners

November 6, 2012

Staff Comments

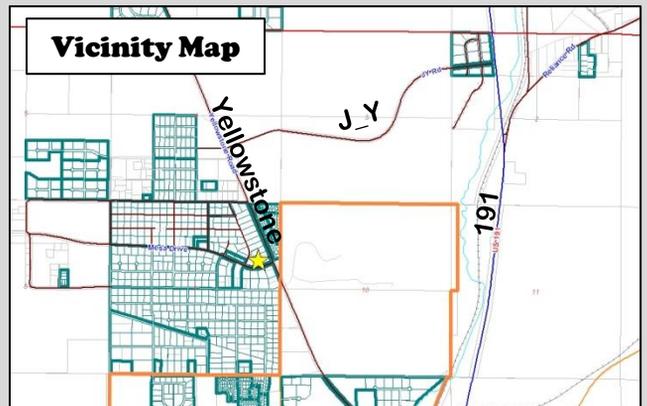
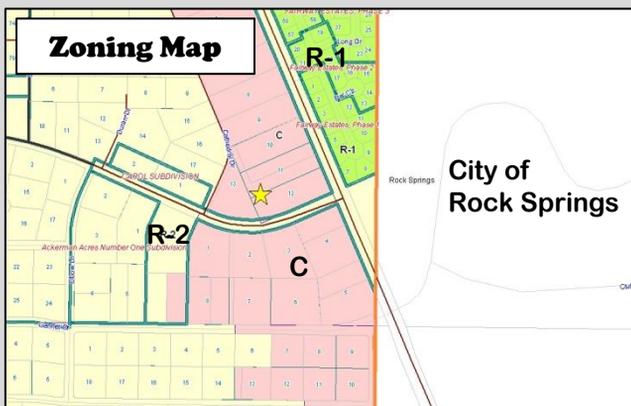
This application for Final Plat has been reviewed in accordance to Section 5.d of the Sweetwater County Subdivision Regulations (Final Plat Requirements).

The Final Plat does meet the requirements of the Sweetwater County Subdivision Regulations. All Staff Review Comments have been incorporated into the plat.

This Subdivision Plat is within one (1) mile of the Rock Springs City Limits and approval by the Rock Springs City Council is required. Rock Springs City Council has approved this Final Plat through Resolution No. 2012-15; said approval included Variances from City Ordinances: water well 16-805(C); streets, street grading and surfacing 16-805(D); curb and gutter 16-902; sidewalks 16-903; street improvements 16-905(V) and street light standards 16-905(D).

Recommendations and Conditions

On October 10, 2012, the Planning and Zoning Commission voted unanimously to recommend approval of the Final Plat for the Resource Engineering Subdivision.



RECOMMENDATION 12-10-ZO-05
GERRY FEDRIZZI
FINAL PLAT - RESOURCE ENGINEERING SUBDIVISION

WHEREAS, Gerry Fedrizzi has requested a public hearing is to consider Plat Vacation of parts of Lots 10 and 11 and all of lots 12 and 13 of Block 4, Mountaineire Ranchettes, 2nd Section and Final Plat approval for Resource Engineering Subdivision as requested by **Gerry Fedrizzi**. This application is to be located on a parcel of land owned by Gerry Fedrizzi and described as follows:

*Know all men by these presents that the undersigned, Resource Engineering being the sole owner of the land shown on this plat, does hereby certify: That the foregoing plat designated as The Resource Engineering Subdivision is located in Section 9, T19N, R105W, Sweetwater County, Wyoming, and is particularly described as follows: A parcel of land located in the NE ¼ of Section 9, T19N, R105W, 6TH P.M., Sweetwater County, Wyoming, said parcel being a portion of Lots 10 and 11, and all of Lots 12 and 13 of Block 4 of the Mountaineire Subdivision, 2nd Section, being more particularly described as follows: **COMMENCING** at the Northeast corner of said Section 9, running thence N 89°44'04" W, 276.39 feet along the North line thereof; thence S 00°15'56" E, 1789.27 feet to the **POINT OF BEGINNING**, said point of beginning also being the Southeast corner of said Lot 12 of the Mountaineire Subdivision, 2nd Section; thence S 66°26'21" W, 325.00 feet along the Southerly line of said Lot 12 to the point of curvature of a tangent curve to the right having a radius of 600.0 feet; thence 495.37 feet westerly along the arc of said curve and said Southerly line of Lot 12 and the Southerly line of said Lot 13, through a central angle of 47°18'16", the long chord of which bears N 89°54'24" W, 481.42 feet to the point of tangency of said curve; thence N 66°15'09" W, 37.95 feet along the Southerly line of said Lot 13 to the Southwest corner thereof; thence N 23°44'51" E, 296.92 feet along the Westerly line of said Lot 13 to the point of curvature of a curve to the left having a radius of 228.30 feet; thence 122.42 feet northerly along the arc of said curve and said Westerly line of Lot 13, through a central angle of 30°43'27", the long chord of which bears N 08°23'07" E, 120.96 feet to the Northwest corner thereof; thence N 66°26'21" E, 39.92 feet along the Northerly line of Lot 13 and its extension; thence S 23°33'39" E, 262.18 feet; thence N 66°26'21" E, 469.55 feet to a point on the Easterly line of said Lot 11; thence S 23°33'39" E, 262.84 feet along the Easterly line of said Lot 11 and the Easterly line of said Lot 12 to the **POINT OF BEGINNING**. Said parcel containing 4.880 acres, more or less.*

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the County's Zoning Resolution on October 10, 2012 to consider the applicant's request; and,

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

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

Dated this 10th day of October, 2012.

Attest:

Sweetwater County
Planning and Zoning Commission

Steven Dale Davis, County Clerk

Dan Scheer, Chairman

RESOLUTION 12-11-ZO-04
GERRY FEDRIZZI
FINAL PLAT - RESOURCE ENGINEERING SUBDIVISION

WHEREAS, Gerry Fedrizzi has requested a public hearing is to consider Plat Vacation of parts of Lots 10 and 11 and all of lots 12 and 13 of Block 4, Mountaineire Ranchettes, 2nd Section and Final Plat approval for Resource Engineering Subdivision as requested by **Gerry Fedrizzi**. This application is to be located on a parcel of land owned by Gerry Fedrizzi and described as follows:

Know all men by these presents that the undersigned, Resource Engineering being the sole owner of the land shown on this plat, does hereby certify: That the foregoing plat designated as The Resource Engineering Subdivision is located in Section 9, T19N, R105W, Sweetwater County, Wyoming, and is particularly described as follows:

A parcel of land located in the NE ¼ of Section 9, T19N, R105W, 6TH P.M., Sweetwater County, Wyoming, said parcel being a portion of Lots 10 and 11, and all of Lots 12 and 13 of Block 4 of the Mountaineire Subdivision, 2nd Section, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 9, running thence N 89°44'04" W, 276.39 feet along the North line thereof; thence S 00°15'56" E, 1789.27 feet to the **POINT OF BEGINNING**, said point of beginning also being the Southeast corner of said Lot 12 of the Mountaineire Subdivision, 2nd Section; thence S 66°26'21" W, 325.00 feet along the Southerly line of said Lot 12 to the point of curvature of a tangent curve to the right having a radius of 600.0 feet; thence 495.37 feet westerly along the arc of said curve and said Southerly line of Lot 12 and the Southerly line of said Lot 13, through a central angle of 47°18'16", the long chord of which bears N 89°54'24" W, 481.42 feet to the point of tangency of said curve; thence N 66°15'09" W, 37.95 feet along the Southerly line of said Lot 13 to the Southwest corner thereof; thence N 23°44'51" E, 296.92 feet along the Westerly line of said Lot 13 to the point of curvature of a curve to the left having a radius of 228.30 feet; thence 122.42 feet northerly along the arc of said curve and said Westerly line of Lot 13, through a central angle of 30°43'27", the long chord of which bears N 08°23'07" E, 120.96 feet to the Northwest corner thereof; thence N 66°26'21" E, 39.92 feet along the Northerly line of Lot 13 and its extension; thence S 23°33'39" E, 262.18 feet; thence N 66°26'21" E, 469.55 feet to a point on the Easterly line of said Lot 11; thence S 23°33'39" E, 262.84 feet along the Easterly line of said Lot 11 and the Easterly line of said Lot 12 to the **POINT OF BEGINNING**. Said parcel containing 4.880 acres, more or less.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on November 6, 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 6th day of November, 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



**Sweetwater County
Community Development**

80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
p: 307-872-3914 / 922-5430 f: 307-872-3991

Final Plat Application and Subdivision Permit

Permit Number: PE12-027

Application Fee: \$225.00

Name of Subdivision:

Resource Engineering

Date Submitted:

09.05.12

General Location of Property: (Attach legal description in digital form).

Quarter NE Section 9 Township 19 Range 105

Applicant Contact Information:

Name: Gerry Fedrizzi

Address: 1901 Yellowstone Rd.

Rock Springs Wy, 82901

Phone: 307-382-2955

Owner Contact Information:

Name: Resource Engineering

Address: 1901 Yellowstone Rd.

Rock Springs Wy, 82901

Phone: 307-382-2955

Owner Petition:

I hereby apply for a Subdivision Permit for the above described subdivision.

Owner Signature: Gerry Fedrizzi

Date: 6/25/2012

Subdivision Permit

Subdivision Approved by the Sweetwater County Planning and Zoning Commission on _____, 20__.

Signed: _____
Chairman

This Subdivision is within one mile of the corporate boundaries of the City of _____, and has been approved by the City.

Mayor: _____

Date: _____

Subdivision Approved by the Sweetwater County Board of County Commissioners on _____, 20__.

Signed: _____
Chairman

Recorded by the Clerk and Recorder of Sweetwater County at _____ o'clock ____, on _____, 20__.

Signed: _____
Clerk and Recorder

Subdivision Plat File Number:

Fees:

Final Plat:

Recording Fees:

**AFFIDAVIT TO VACATE PREVIOUS PLATTING
LOTS 12, 13, PART OF LOT 10, PART OF LOT 11, BLOCK 4
MOUNTAINAIRE RANCHETTES 2ND SECTION**

State of Wyoming)
 : ss.
County of Sweetwater)

COMES NOW Gerry Fedrizzi, of legal age and being first duly sworn upon his oath, depose and state as follows:

1. Gerry Fedrizzi is the owner of the following described property, to wit:

Mountaineire Ranchettes 2nd Section Lots 12, 13 and Part of Lot 10 and Part of Lot 11, Block 4, located in the NE ¼ of Section 9, T19N, R105W, 6th PM, Sweetwater County, Wyoming, as recorded in the Book of Plats, Page 181, of the records of records of the Sweetwater County Clerk, and as described in Exhibit "A", attached hereto, and by this reference made a part hereof.

Said property is commonly known as 1901 Yellowstone Road, Rock Springs, Wyoming.

2. Property Owner acknowledges that he is the owner of Mountaineire Ranchettes 2nd Section Lots 12, 13 and Part of Lot 10 and Part of Lot 11, Block 4, located in the NE ¼ of Section 9, T19N, R105W, 6th PM, Sweetwater County, Wyoming, as recorded in the Book of Plats, Page 181, of the records of records of the Sweetwater County Clerk, and as described in Exhibit "A", attached hereto, and by this reference made a part hereof.
3. Property Owner further acknowledges that he has submitted a request with Sweetwater County to re-subdivide the property that he owns and that is described in Exhibit "A", said re-subdivision plat is entitled "Resource Engineering Subdivision".
4. Property Owner hereby declares to Vacate Mountaineire Ranchettes 2nd Section Lots 12, 13 and Part of Lot 10 and Part of Lot 11, Block 4, located in the NE ¼ of Section 9, T19N, R105W, 6th PM, Sweetwater County, Wyoming, as recorded in the Book of Plats, Page 181, of the records of records of the Sweetwater

County Clerk, and as described in Exhibit "A", attached hereto, and by this reference made a part hereof.

5. This Affidavit to Vacate Previous Platting shall be recorded by Sweetwater County Land Use Department in the land records maintained by the Sweetwater County Clerk and Ex-Officio Register of Deeds.

DATED this 21st day of SEPTEMBER, 2012

Gerry A Fedrizzi
(name)

The foregoing Affidavit to Vacate Previous Platting was subscribed and sworn to before me by Gerry A. Fedrizzi this 21st day of September, 2012

Witness my hand and official seal



Lorie M Rivera
Notary Public

My Commission Expires : 2/26/2015

EXHIBIT "A"

A parcel of land located in the NE ¼ of Section 9, T19N, R105W, 6TH P.M., Sweetwater County, Wyoming, said parcel being a portion of Lots 10 and 11, and all of Lots 12 and 13 of Block 4 of the Mountaineire Subdivision, 2nd Section, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 9, running thence N 89°44'04" W, 276.39 feet along the North line thereof; thence S 00°15'56" E, 1789.27 feet to the **POINT OF BEGINNING**, said point of beginning also being the Southeast corner of said Lot 12 of the Mountaineire Subdivision, 2nd Section;

Thence S 66°26'21" W, 325.00 feet along the Southerly line of said Lot 12 to the point of curvature of a tangent curve to the right having a radius of 600.0 feet;

Thence 495.37 feet westerly along the arc of said curve and said Southerly line of Lot 12 and the Southerly line of said Lot 13, through a central angle of 47°18'16", the long chord of which bears N 89°54'24" W, 481.42 feet to the point of tangency of said curve;

Thence N 66°15'09" W, 37.95 feet along the Southerly line of said Lot 13 to the Southwest corner thereof;

Thence N 23°44'51" E, 296.92 feet along the Westerly line of said Lot 13 to the point of curvature of a curve to the left having a radius of 228.30 feet;

Thence 122.42 feet northerly along the arc of said curve and said Westerly line of Lot 13, through a

central angle of 30°43'27", the long chord of which bears N 08°23'07" E, 120.96 feet to the Northwest corner thereof;

Thence N 66°26'21" E, 39.92 feet along the Northerly line of Lot 13 and its extension;

Thence S 23°33'39" E, 262.18 feet;

Thence N 66°26'21" E, 469.55 feet to a point on the Easterly line of said Lot 11;

Thence S 23°33'39" E, 262.84 feet along the Easterly line of said Lot 11 and the Easterly line of said Lot 12 to the **POINT OF BEGINNING**.

Said parcel containing 4.880 acres, more or less.

Public Hearing #5

Board of County Commissioners

November 6, 2012

Applicant

Gerry Fedrizzi
1901 Yellowstone Road
Rock Springs, WY 82901

Engineer

Rob Young
UESI
2638 Commercial Way
Rock Springs, WY 82901

Legal Description

Mountaineer Ranchettes
2nd, Block 4, part of Lots 10
& 11 and all of Lots 12 & 13
(Lots 1 & 2 of the Resource
Engineering Subdivision)
04-1905-09-1-01-021-00

Current Zoning

C (General Commercial)

Legal Requirements

Adjacent Notices Sent:

September 7, 2012

Public Hearing Advertised:

September 7, 2012

Sign Posted:

September 17, 2012

Utilities & Districts

Water & Sewer – WMWSD
Access – Yellowstone Road,
Cathedral & Mesa Drives
Fire – Fire District #1

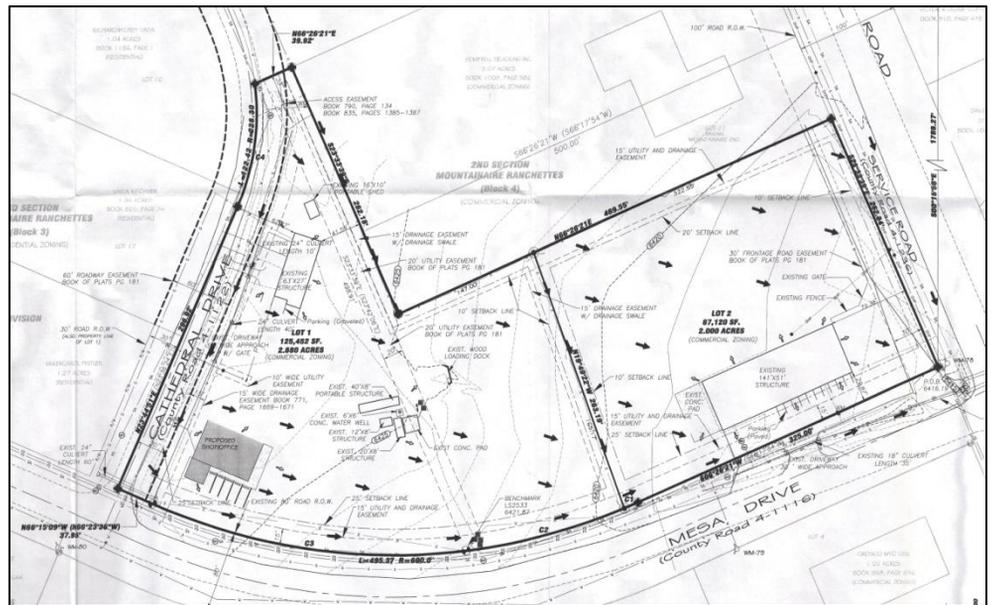
Land Use Presenter

Steve Horton
Planner III
(307) 872-3926

Gerry Fedrizzi

Conditional Use Permit

Welding and Fabrication



Summary of Application

The applicant is requesting approval of a Conditional Use Permit to allow welding and fabrication on Lots 1 & 2 of Resource Engineering Subdivision which will be conducted as follows:

- Lot 1 has street frontage on Mesa Drive and Cathedral Drive. There is an existing building 63' x 27' on the lot. The applicant proposes to construct a new Steel Building 40' x 60' with 20' x 20' office, proposed use of new building is for maintenance of vehicles, welding, and fabrication of equipment
- Lot 2 has street frontage on Mesa Drive. There is an existing Steel Building 141' x 51' used by Wire Brothers.
- The hours of operation are from 7:00 am to 7:00 pm, 6 days a week
- The applicant requests the Conditional Use Permit be in effect for as long as the property remains zoned Commercial
- Fire protection is provided by three hydrants located on Yellowstone Road, Mesa Drive, and Cathedral Drive
- Garbage collection is proposed by dumpster
- Outside work will include salvage and scrap metal loading
- Welding, air compressors and grinders will be used on site

Public Hearing #5

Board of County Commissioners

November 6, 2012

Public Comments

Mike & Carol Fritzler - "We have a huge problem with the large heavy equipment trucks entering the yard on Cathedral. Their entrance should be located on Mesa Drive. Cathedral Drive is residential and we have children that live on that street"

Agency Comments

Sweetwater County Engineering & Surveying – Numerous issues have been worked out. Recommend approval.

Staff Comments

Encourage the separation of incompatible land uses and interests: The proposed use is located in an area zoned Commercial. The proposed use of fabrication and welding is not a permitted use in the Commercial Zone District. The following two (2) options are available to the applicant; 1) Zone Map Amendment to I-1 Zoning (Industrial) ; 2) Conditional Use Permit. Due to adjacent residential development, a Zone Change to Industrial (I-1) is not compatible. Welding and fabrication for this site is best accommodated by a Conditional Use Permit.

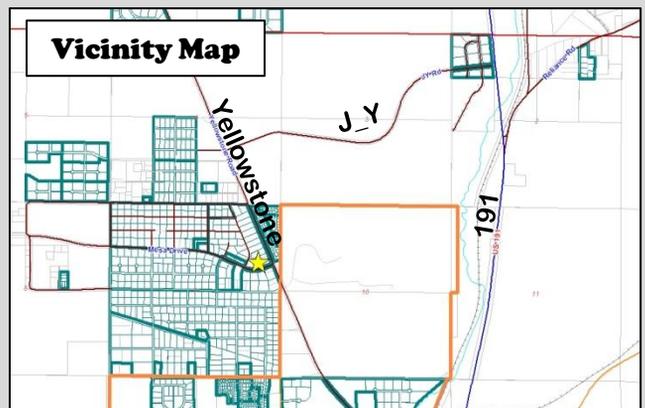
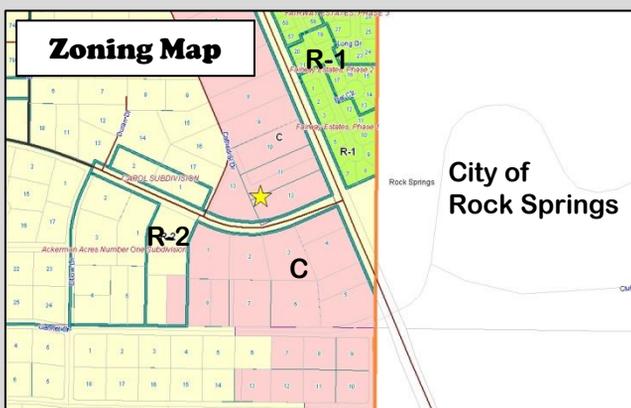
Special conditions or requirements: To insure that the Conditionally Permitted Use does not unreasonably impose adverse impacts on the health, safety, and general welfare of the County or on adjacent or nearby properties or residents, the County may impose certain special conditions such as:

- Duration of use
- Extension of the C.U.P.
- Hours of operation
- Site / building improvements
- Parking requirements
- Sewer and water requirements

Recommendations and Conditions

On October 10, 2012, the Planning and Zoning Commission unanimously recommended approval of the Conditional Use with the following conditions:

1. The Conditional Use Permit is personal to the applicant.
2. The Conditional Use Permit is valid for a period of 3 years.



RECOMMENDATION 12-10-ZO-06
GERRY FEDRIZZI
CONDITIONAL USE PERMIT - WELDING AND FABRICATION

WHEREAS, Gerry Fedrizzi has requested a Conditional Use Permit in accordance with Section 6 of the Sweetwater County Zoning Resolution to allow a welding and fabrication business. This application is to be located on property owned by Gerry Fedrizzi and described as:

*A parcel of land located in the NE ¼ of Section 9, T19N, R105W, 6TH P.M., Sweetwater County, Wyoming, said parcel being a portion of Lots 10, 11, 12 and 13 of Block 4 of the Mountaineire Subdivision, 2nd Section, being more particularly described as follows: **COMMENCING** at the Northeast corner of said Section 9, running thence N 89°44'04" W, 276.39 feet along the North line thereof; thence S 00°15'56" E, 1789.27 feet to the Southeast corner of said Lot 12 of the Mountaineire Subdivision, 2nd Section; thence S 66°26'21" W, 325.00 feet along the Southerly line of said Lot 12 to the point of curvature of a tangent curve to the right having a radius of 600.0 feet; thence 14.71 feet westerly along the arc of said curve through a central angle of 1°24'15", the long chord of which bears S 67°08'29" W, 14.70 feet to the **POINT OF BEGINNING**. Thence continuing 480.66 feet westerly along the arc of said curve and said Southerly line of Lot 12 and the Southerly line of said Lot 13, through a central angle of 45°54'00", the long chord of which bears N 89°12'26" W, 476.47 feet to the point of tangency of said curve; thence N 66°15'09" W, 37.95 feet along the Southerly line of said Lot 13 to the Southwest corner thereof; thence N 23°44'51" E, 296.92 feet along the Westerly line of said Lot 13 to the point of curvature of a curve to the left having a radius of 228.30 feet; thence 122.42 feet northerly along the arc of said curve and said Westerly line of Lot 13, through a central angle of 30°43'27", the long chord of which bears N 08°23'07" E, 120.96 feet to the Northwest corner thereof; thence N 66°26'21" E, 39.92 feet along the Northerly line of Lot 13 and its extension; thence S 23°33'39" E, 262.18 feet; thence N 66°26'21" E, 147.00 feet; thence S 19°49'22" E, 263.19 feet to the **POINT OF BEGINNING**. Said parcel containing 2.880 acres, more or less.*

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the County's Zoning Resolution on October 10, 2012 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted unanimously to recommend approval of this request with the following conditions:

1. The Conditional Use Permit is personal to the applicant.
2. The Conditional Use Permit is approved for a period of 3 years.

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

Dated this 10th day of October, 2012.

Attest:

Sweetwater County
Planning and Zoning Commission

Steven Dale Davis, County Clerk

Dan Scheer, Chairman

RESOLUTION 12-11-ZO-05
GERRY FEDRIZZI
CONDITIONAL USE PERMIT - WELDING AND FABRICATION

WHEREAS, Gerry Fedrizzi has requested a Conditional Use Permit in accordance with Section 6 of the Sweetwater County Zoning Resolution to allow a welding and fabrication business. This application is to be located on property owned by Gerry Fedrizzi and described as:

*A parcel of land located in the NE ¼ of Section 9, T19N, R105W, 6TH P.M., Sweetwater County, Wyoming, said parcel being a portion of Lots 10, 11, 12 and 13 of Block 4 of the Mountaineire Subdivision, 2nd Section, being more particularly described as follows: **COMMENCING** at the Northeast corner of said Section 9, running thence N 89°44'04" W, 276.39 feet along the North line thereof; thence S 00°15'56" E, 1789.27 feet to the Southeast corner of said Lot 12 of the Mountaineire Subdivision, 2nd Section; thence S 66°26'21" W, 325.00 feet along the Southerly line of said Lot 12 to the point of curvature of a tangent curve to the right having a radius of 600.0 feet; thence 14.71 feet westerly along the arc of said curve through a central angle of 1°24'15", the long chord of which bears S 67°08'29" W, 14.70 feet to the **POINT OF BEGINNING**. Thence continuing 480.66 feet westerly along the arc of said curve and said Southerly line of Lot 12 and the Southerly line of said Lot 13, through a central angle of 45°54'00", the long chord of which bears N 89°12'26" W, 476.47 feet to the point of tangency of said curve; thence N 66°15'09" W, 37.95 feet along the Southerly line of said Lot 13 to the Southwest corner thereof; thence N 23°44'51" E, 296.92 feet along the Westerly line of said Lot 13 to the point of curvature of a curve to the left having a radius of 228.30 feet; thence 122.42 feet northerly along the arc of said curve and said Westerly line of Lot 13, through a central angle of 30°43'27", the long chord of which bears N 08°23'07" E, 120.96 feet to the Northwest corner thereof; thence N 66°26'21" E, 39.92 feet along the Northerly line of Lot 13 and its extension; thence S 23°33'39" E, 262.18 feet; thence N 66°26'21" E, 147.00 feet; thence S 19°49'22" E, 263.19 feet to the **POINT OF BEGINNING**. Said parcel containing 2.880 acres, more or less.*

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on November 6, 2012 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing.

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

1. The Conditional Use Permit is personal to the applicant.
2. The Conditional Use Permit is approved for a period of 3 years.

Dated this 6th day of November, 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



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: 9-5-12
Permit Number: PC12-026
Present Zoning: C
PID: 04-~~1904~~-09-1-01-021-00

(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: 1901 Yellowstone Rd. Lot Size: 2.880 (acres)

Project Location: Quarter: NE Section: 9 Township: 19 Range: 105

Subdivision Name: Resource Engineering Lot: 1 Block: 1

Property Identification Number: 04 - 1904 - 09 - 1 - 01 - 021 - 00

GENERAL INFORMATION:

Gerry Fedrizzi
Applicant Name

1901 Yellowstone Rd.
Applicant Mailing Address

307-382-2955
Telephone/Email

Resource Engineering Inc.
Land Owner of Record

1901 Yellowstone Rd.
Owner's Mailing Address

307-382-2955
Telephone/Email

Rob Young
Agent Business Name & Primary Contact

2638 Commercial Way, 82901
Agent Mailing Address

307-382-6588
Telephone/Email

Uinta Engineering and Surveying Inc
Engineer/Contractor Business Name & Primary Contact

2638 Commercial Way, 82901
Engineer/Contractor Mailing Address

307-382-6588
Telephone/Email

RECEIVED
SEP 05 2012
SWC LAND USE

RECEIVED
SEP 5 1 2012
SWC LAND USE

CONDITIONAL USE PERMIT SUBMITTAL REQUIREMENTS

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

- Site Plan:** A site plan shall accompany this application. See Site Plan Requirements Checklist (Page 9) for details.
- Record of Survey by Wyoming Licensed Surveyor:** Contact County Surveyor at 307-872-3922 with questions.
- Hazardous Materials Inventory:** Complete Page 3. Contact Emergency Management at 307-922-5369 with questions.
- Proof of Owner:** Provide copy of current deed. If acting on behalf of the owner as agent, provide letter of authorization.
- Grading and drainage plan:** Certified by a licensed Wyoming Professional Engineer. Contact County Engineer at 307-872-3920 with questions.
- Floor Plan:** A floor plan including rooms labeled and dimensioned, windows and doors dimensioned, door swing direction, type of door hardware, hallway widths, location and type of exit signs, details of emergency lighting plan, location of fire extinguishers, electrical panel labeled, stairs with dimensions width, garage or building separation material (wall/ceiling, wall/deck, and garage doors)
- Foundation Plan:** Foundation plans certified by a Wyoming Professional Engineer.
- Access Permit:** Proof of access (driveway) and frontage onto an approved State or County public road. Contact County Engineer at (307) 872-3920 for County Access and WYDOT at 307-352-3000 for State Access.
- Address Permit:** Proof of County assigned address. Contact County Engineer at (307) 872-3920 for addressing.
- Verification of Special Water and/or Sewer District Requirements:** If your parcel/lot is required to hook on to public water and sewer, please return signed by a Water/Sewer District Representative.

The District/City hereby states that the parcel/lot is in compliance with the District/City requirements:

Yes No. If no, please explain: See letter from White Mtn. Water and Sewer
 Name of District/City: _____
 Signature: _____ Title: _____
 Print Name: _____ Date: _____

- Private Water and Sewer Information.** If your property is connected and not required to have public water and sewer; please provide the following private water and sewer system information:

Private Wyoming State Well Permit Number: _____
 Septic or private system. Please provide County Health Permit Number: _____

- Growth Management Area:** If property is within the Growth Management Area, attach one or more of the following:

<input type="checkbox"/> Agriculture Zone Supplemental Questionnaire	<input type="checkbox"/> Scenic Overlay Questionnaire
<input type="checkbox"/> Highway Frontage Overlay Questionnaire	<input type="checkbox"/> Slope Supplemental Questionnaire
<input type="checkbox"/> Rules for GMA parcels 35 acres or more	<input type="checkbox"/> Airport Overlay

- Permits and Fees:** The following permits and fees are required for NEW construction:

<input checked="" type="checkbox"/> Sweetwater County Non-Residential Construction/Use Permit	0.1% of project costs or \$300 Min.
<input type="checkbox"/> Sweetwater County Access Road/Right-Of-Way Permit	\$ 75.00 Fee
<input type="checkbox"/> Sweetwater County Address Permit	\$ 75.00 Fee

- Supplemental Documentation and Studies:**

<input type="checkbox"/> Traffic Study	<input type="checkbox"/> Soils Suitability Study	<input type="checkbox"/> Lighting Plan
<input type="checkbox"/> Dust Control Plan	<input checked="" type="checkbox"/> Report from Soil Conservation District	<input type="checkbox"/> Special Plan for Off-Street Parking
<input type="checkbox"/> Special Plat Requirements	<input type="checkbox"/> Sign Permit	



Sweetwater County, Wyoming Hazardous Chemical Inventory

Local Emergency Planning Committee (307) 922-5369

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.

Gerry Fedrizzi
 Printed Name & Official Title of Owner/Operator OR
 Owner/Operator's Authorized Representative

Gerry Fedrizzi
 Signature

Sept 4, 2012
 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.

The current zoning of the property is commercial, the current and future uses of the property are industrial because of the use of welding and fabrication equipment on the property. This is the reason for the conditional use permit.

What new structures do you propose to build and describe the proposed uses within those structures (include construction type, foundation type and dimensions for each structure)? Use additional paper if necessary.

40'x60' Metal Shop and attached 20'x20' office, used for vehicle maintenance and welding.

Duration of Use and Hours of Operation

Duration of Use: How long do you propose to operate your conditional use? What is the time frame for the operation of your proposed conditional use are you requesting?

As long as the property remains zoned commercial.

Hours of Operation: What are your proposed portions of the year, days of the week and hours of operation?

7:00 am to 7:00 pm, 6 days a week

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.

Water provided by White Mtn. Water and Sewer District

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) 872-3930.

Sewer provided by White Mtn. Water and Sewer District

Fire Protection. All developments shall comply with the most recently adopted edition by Sweetwater County of 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.

Hydrant WM-80 is approximately 250 feet from farthest part of proposed building.

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 show on your site plan where they are stored or parked.

Trucks, 16 per day

Parking: Describe how many parking spaces your proposed use will require and estimate how many of these will be for customers and how many will be for employees. Show parking spaces on site plan. With what material (asphalt, concrete or gravel) do you propose to surface your parking spaces?

4 stalls, 1 Employee and 3 for customers

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 loading area on site plan. Identify the number, size, and location of loading spaces required on your site plan.

Trucks delivering 2 times per week, 10'x40' concrete apron

Access Plan to Property: If heavy truck or vehicle traffic needs to access your proposed development through or adjacent to residential areas, please describe how you will mitigate traffic and safety concerns. Please show access plan to property on your site plan.

N/A

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 Sweetwater County Emergency Management at (307) 922-5370.

N/A

Waste/Garbage Disposal: Describe the type and quantity of wastes that will be generated, how they will be stored until disposed, how you propose to dispose of these wastes and frequency of disposal.

One standard dumpster located on property

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.

Salvage & Scrap metal loading will occur.

External Effects: Describe any noise, lights, odors, glare, emissions or other off premise affects that will be produced by your proposed use. Explain how you will mitigate these issues and potential nuisances.

Welding, Air compressors, Grinders

Flood Plain/Wetland: Is your property located in a flood plain? If yes, see disclaimer provided as a part of this application.

N/A

Drainage: Describe how surface runoff will drain from your property. Show direction of drainage on site plan. For Commercial and Industrial uses a drainage plan certified by a Wyoming Licensed Professional Engineer will be required.

see utility/preliminary plat

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? 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 Hillside Management Plan certified by a Wyoming Licensed Professional Engineer is required in preparing your site and access plans.

N/A

Dust and Erosion Control Plan: Describe in detail your plans to stabilize your site in order to control blowing dust and runoff from your property. Describe any structures you plan to build to control manure or other runoff. Show over lot drainage and how it enters onto your neighbor's property on your site plan.

see utility/preliminary plat for drainage

Aesthetic Considerations

Sweetwater County encourages development in a manner that maintains or improves the aesthetic appearance of our communities. The developer is encouraged to address the following suggested site plan elements in their project and to implement their own ideas to improve aesthetics and enhance development.

Landscaping: Describe and show on site plan how you plan to implement and maintain any proposed landscaping.

Gravel and concrete will surround building

Lighting: Describe your plans for exterior lighting and show on site plan. The County encourages down focused sodium vapor lighting to avoid glare and at least one exterior light for security purposes.

Lighting on outside of proposed structure will be minimal

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.

Pre-Fab Metal

Signs: Describe the nature and location of any signs you will have on your property. Consider how these will enhance your business and the entrances to our communities.

Existing 4'x8' sign may be installed on proposed structure

Outside Storage: Please describe the materials or equipment that will be in exterior storage on your property and show on site plan.

Equipment and scrap metal

Screening/Fencing: Describe your plans for screening exterior storage. Describe the type of screening material, color, height and how you plan to maintain the screening. Show areas to be screened on site plan.

Existing fence will remain and is shown on utility/preliminary plat

Scenic and Highway Frontage Areas: Describe in detail and show on site plan your plans for developing within areas that have these special values. How will you make your development blend in with environmentally sensitive areas?

The proposed building landscaping will be similar to the existing metal shop buildings in the area.

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.

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.

Gerry Fedrizzi
Signature of Applicant (Required)

9/4/12
Date

Gerry Fedrizzi
Signature of Land Owner of Record (Required)

9/4/12
Date

Gerry Fedrizzi
Print Name

Gerry Fedrizzi
Print Name

Rob Young
Signature of Agent

9/4/12
Date

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.

Rob Young
Print Name

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.

Public Hearing #6

Board of County Commissioners

November 6, 2012

Applicant

SWC Land Use
80 W. Flaming Gorge Way
Green River, WY 82935

Land Use Presenter

Eric Bingham
Land Use Director
(307) 872-3916

APA Filing Certification to Repeal the 2006 International Fire Code and Adopt the 2012 International Fire Code with Certain Deletions, Exceptions and Appendices, Some of Which are Restricted as to Scope

Summary of Application

This is a proposed action that must be done in accordance with the Administrative Procedures Act. The proposed action is for the Board of County Commissioners to repeal the 2006 International Fire Code and adopt the 2012 International Fire Code, with certain deletions and exceptions; with Appendices, some of which are restricted.

The Board of County Commissioners, at their meeting of August 2, 2012, approved the "Notice of Intent to repeal the 2006 International Fire Code and adopt the 2012 International Fire Code, including certain appendices to the 2012 International Fire Code".

The Board is now requested to approve the Certification Page to repeal the 2006 International Fire Code and adopt the 2012 international Fire Code with Appendices B, C, D, E, F, and G with the scope and application of appendices B, C, and D is restricted to the Growth Management Area, as that area is defined and described in the Sweetwater County Growth Management Plan.

Public Hearing #6

Board of County Commissioners

November 6, 2012

Significant Changes to IFC 2006 - 2012

- Reorganized in its entirety
- Obstructions on roofs are restricted to protect firefighters
- New section on rooftop gardens and landscaped roofs
- Crowd Managers are required for facilities where more than 1,000 persons congregate
- Traffic calming devices are prohibited on fire access roads
- Address identification is required also on private roads and existing building
- Outdoor gas-fired heating appliance locations restricted
- Testing and monthly records required for emergency lighting
- Commercial kitchen cooking oil storage requirements for quantities over 60 gallons
- Notice made in writing when monitoring service is terminated
- Group E requirement for sprinklers reduced from 20,000 sq. ft. to 12,000 sq. ft.
- Group M used to display upholstered furniture over 5,000 sq. ft. shall be sprinkled
- Group S-2 enclosed parking garages over 12,000 sq. ft. shall be sprinkled
- Basements without openings that exceed 1500 sq. ft. shall be sprinkled
- Service personnel on automatic fire-extinguishing systems must be certified
- Stadiums and grandstands over 15,000 fixed seats are required to caption audible public announcements
- Group E with occupancy over 30 require emergency voice/alarm communication system
- Group R and Group I required to have carbon monoxide alarms
- Rooms housing a required fire pump shall be separated by rated construction
- Areas of refuge in multiple-story buildings shall be equipped with two-way communication for impaired individuals
- All panic and fire exit hardware shall be required to have a UL305 listing
- Group R-1 where exit signs are required, must have floor-level exit signs
- Existing Group R and Group I required to have smoke alarms
- Existing fire stairs and balconies to be examined every five years by a registered design professional
- Container size to be allowed to be filled at a petroleum dispenser is a maximum of 6 gallons
- Requirements to clearly mark alcohol blended fuels
- Safety cans holding flammable or combustible liquids are required to have a UL30 listing
- New requirements for "touch free" alcohol-based hand rub dispensers
- Installation of stationary LP-Gas containers will not be allowed on roofs
- Liquid oxygen home care containers cannot exceed 15.8 gallons with maximum aggregate quantity of 31.6 gallons

Public Hearing #6

Board of County Commissioners

November 6, 2012

History of 2006 IFC Adoption

On February 7, 2012 the 2006 IFC was readopted with Appendices B, C, D, E, F, and G with the scope and application of B, C, and D restricted to the Growth Management Plan. The reason for changing the application of appendices B, C, and D was to first allow flexibility for areas outside the GMA, where there are fewer water supplies available and where flexibility is needed for fire protection. Secondly, these changes will give the Sweetwater County Code Enforcement Specialist flexibility to administer fire protection for areas outside the GMA based on Chapter 5 of the IFC. These changes will provide adequate fire protection without burdening the applicant with impractical and sometimes unrealistic requirements

The following table lists the 2006 IFC Appendices by title, and states whether adoption is mandatory or optional by the Wyoming State Fire Marshal:

Appendix	Mandatory or Optional
Board of Appeals	Optional
Fire Flow Requirements for Buildings	Optional
Fire Hydrant Locations and Distribution	Optional
Fire Access Apparatus Access Roads	Mandatory – but allowed to be restricted by State Fire Marshal by attached letter Exhibit “A”
Hazard Categories	Mandatory
Hazard Rankings	Mandatory
Cryogenic Fluids – Weight and Volume Equivalentents	Mandatory

Appendices B, C and D are briefly explained below, with reasons why relief outside the GMA is good for the rural areas of Sweetwater County:

- **Appendix B Fire – Flow Requirements for Buildings:** This Appendix includes specifics for water supply and storage for fire protection. Outside the GMA, Chapter 5 of IFC will provide the Code Enforcement Officer more flexibility for the amount of water required for permits.
- **Appendix C Fire Hydrant Locations and Distribution:** This Appendix includes specific for fire hydrants, with details such as distance, spacing, and GPM for fire hydrants. Outside the GMA, Chapter 5 of IFC will provide the Code Enforcement Officer more flexibility for hydrant distance and spacing and fire flow for permits.
- **Appendix D Fire Access Apparatus Access Roads:** This Appendix includes the requirements for construction standards for Fire Apparatus Access Roads, and the requirement that the roads be constructed to support a fire apparatus weighing 75,000 pounds. Outside the GMA, Chapter 5 of IFC will provide the Code Enforcement Officer more flexibility from having to have an engineered road, and permit applicants will be required to have an all weather surface per Chapter 5 of the IFC rather than an engineered road.

Public Hearing #6

Board of County Commissioners

November 6, 2012

Staff Recommendation

Staff recommends that the following Board action take place:

1. That the 2006 International Fire Code which was adopted by motion of the Board of County Commissioners on April 17, 2007 and readopted on February 7, 2012 is hereby repealed.
2. That the 2012 International Fire Code with appendices B,C,D E, F and G is hereby adopted with the scope of application for Appendices B, C, D are restricted to the Growth Management Area, subject to the deletions and exceptions provided herein:
 - a) **Section 105, Permits**, of the 2012 International Fire Code is not adopted, and is therefore excluded.
 - b) The text of **Section 108, Board of Appeals**, is deleted in its entirety, and is replaced by the following language: "Board of Appeals: Whenever the fire code official shall disapprove any application, or when it is claimed the provisions of this code do not apply or that the true intent and meaning of this code has been misconstrued or wrongly interpreted, the applicant or aggrieved party may appeal from a decision of the fire code official to the Wyoming Council on Fire Protection and Electrical Safety within thirty (30) days from the date of the decision appealed."
 - c) **Section 109.4, Violation Penalties**, the text of this section shall be amended by insertion of the offense and the penalty in the spaces provided. After accomplishing this, this section states as follows in the entirety. "Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official shall be guilty of a misdemeanor, punishable by a fine or not more than \$750.00. Each day that a violation continues after due notice has been served shall be deemed a separate offense."
 - d) That **Section 101.1, Title**, shall be amended to read as follows: "Title. These regulations shall be known as the Fire Code of Sweetwater County, hereinafter referred to as "this code."
 - e) That **Section 111.4, Failure to Comply**, shall be amended to read as follows: "Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to pay a fine of not less than \$50.00 or more than \$750.00."
 - f) That **Sections 5706.2.4.4, and 6104.2**, each have a space for the adoptive agency to insert its jurisdictional boundaries. For these spaces in each of the above sections, the jurisdictional language to be inserted is "the unincorporated areas of Sweetwater County."

RESOLUTION NO. 12-11-CC-01
A RESOLUTION REPEALING THE 2006 INTERNATIONAL FIRE CODE
AND ADOPTING THE 2012 INTERNATIONAL FIRE CODE

WHEREAS, Sweetwater County is authorized to adopt by resolution standards for fire prevention pursuant to Wyoming Statute Annotated §35-9-121.

WHEREAS, the 2006 International Fire code has been updated by the recently published 2012 International Fire Code.

WHEREAS, the 2012 International Fire code provides up-to-date, comprehensive regulations for safely handling and storing hazardous materials and for preventing explosion and fire.

WHEREAS, at least forty-five (45) days have lapsed since the Sweetwater County Board of County Commissioners expressed its intent, pursuant to W.S§16-3-103(a)(i) of Wyoming's Administrative Procedures Act, to adopt the 2012 International Fire Code, subject to certain changes as shown below.

BE IT THEREFORE RESOLVED

1. That the 2006 International Fire Code which was adopted by motion of the Board of County Commissioners on April 17, 2007 and readopted on January 23, 2012 is hereby repealed.
2. That the 2012 International Fire Code with appendices B,C,D E, F and G is hereby adopted with the scope of application for Appendices B, C, D are restricted to the Growth Management Area, subject to the deletions and exceptions provided herein:
 - a. **Section 105, Permits**, of the 2012 International Fire Code is not adopted, and is therefore excluded.
 - b. The text of **Section 108, Board of Appeals**, is deleted in its entirety, and is replaced by the following language: "Board of Appeals: Whenever the fire code official shall disapprove any application, or when it is claimed the provisions of this code do not apply or that the true intent and meaning of this code has been misconstrued or wrongly interpreted, the applicant or aggrieved party may appeal from a decision of the fire code official to the Wyoming Council on Fire Protection and Electrical Safety within thirty (30) days from the date of the decision appealed."
 - c. **Section 109.4, Violation Penalties**, the text of this section shall be amended by insertion of the offense and the penalty in the spaces provided. After accomplishing this, this section states as follows in

the entirety. "Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official shall be guilty of a misdemeanor, punishable by a fine or not more than \$750.00. Each day that a violation continues after due notice has been served shall be deemed a separate offense."

- d. That **Section 101.1, Title**, shall be amended to read as follows: "Title. These regulations shall be known as the Fire Code of Sweetwater County, hereinafter referred to as "this code."
- e. That **Section 111.4, Failure to Comply**, shall be amended to read as follows: "Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to pay a fine of not less than \$50.00 or more than \$750.00."
- f. That **Sections 5706.2.4.4, and 6104.2**, each have a space for the adoptive agency to insert its jurisdictional boundaries. For these spaces in each of the above sections, the jurisdictional language to be inserted is "the unincorporated areas of Sweetwater County."

Dated this 6th day of November, 2012.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

Attest:

Steven Dale Davis, County Clerk

CERTIFICATION PAGE

**Amended Rules and Regulations of the Sweetwater County Board of County
Commissioners
Sweetwater County, Wyoming**

I hereby certify that the attached copy of the 2012 International Fire Code, containing certain additions and deletions as identified herein, has been approved by the Sweetwater County Commission in accordance with all applicable provisions of the Administrative Procedures Act, including:

1. At its regular meeting on August 2, 2012, the Sweetwater County Commission announced its intent to approve the 2012 International Fire Code, with appendices B, C, D, E, F, and G; however the scope and application of appendices B, C, and D is restricted to the Growth Management Area, as that area is defined and described in the Sweetwater County Growth Management Plan.
2. Prior to adoption these rules were made available for public inspection, and more than forty-five (45) days have lapsed since the Sweetwater County Commission announced its intent to adopt said rules.
3. The 2012 International Fire Code, with the specified appendices, shall become effective immediately upon filing with the Sweetwater County Clerk.

Signed this _____ day of _____, 2012.

The Sweetwater County Commission:

Wally Johnson, Chairman

LOAN AGREEMENT

Whereas, Ann Owen, the regional director of the Sweetwater County Child Development Center has approached the Sweetwater County Commission at its regular meeting of July 3, 2012, and requested additional funding to address an anticipated financial shortfall; and

Whereas, the Sweetwater County Commission has agreed to loan funds exclusively for the benefit and use of the Sweetwater County Child Development Center, subject to certain terms and conditions provided herein.

Now Therefore, the Parties hereby agree to the following terms and conditions for said loan:

1. Parties. The parties to the loan are Sweetwater County, by and through the Sweetwater County Commission and the Sweetwater County Child Development Center.,
2. The Sweetwater County Commission agrees to loan \$50,000 to the Sweetwater County Child Development Center under the following conditions.
 - a. The loan shall be interest-free.
 - b. The Sweetwater County Child Development Center shall repay the loan in its entirety within ten (10) days of receiving its share of the 6th Cent Tax overage payment from the Sweetwater County Treasurer, which is anticipated to arrive in January, 2013.
3. Failure to timely repay said loan in its entirety will render the Sweetwater County Child Development Center in default on the loan, and on this Loan Agreement. The Sweetwater County Commission may choose whatever remedy is available at law, or otherwise, to recover the loan proceeds from the Sweetwater County Child Development Center in the event of default.

Dated this ____ day of November, 2012.

The Sweetwater County Commission:

Wally J. Johnson, Chairman

ATTEST:

Gary Bailiff, Commissioner

Steven Dale Davis
Sweetwater County Clerk

John K. Kolb, Commissioner

Don Van Matre, Commissioner

Reid O. West, Commissioner

Dated this _____ day of November, 2012.

The Sweetwater County Child Development
Center:

Ann Owen, Regional Director

Wyoming Drug Courts Association – DRAFT Agenda – November 13 & 14, 2012, Lander, WY: Inn at Lander 332-2847
Tuesday November 13, 2012

<p>7:30-8:45 a.m. Breakfast & Registration Wind River</p>	<p>9-10:15 a.m. Keynote <i>Wind River Rm.</i> <u>Constitutional Issues and Drug Courts:</u> The law is a tool for success and should not be viewed as an obstacle. Drug court professionals develop comprehensive understanding of what the law will and will not allow, how to face challenges of ethics, HIPPA, confidentiality, due process, 12-step programs, the law and other constitutional requirements.</p>	<p>Break</p>	<p>Adult Track</p>	<p>10:30-11:45 a.m. Wind River Room Routine Maintenance: <u>Applied research & effective treatment</u> – Science guides which treatment approaches are most successful for various populations. Topics covered include evidence-based treatment, manualized treatment, relapse case plans, co-occurring disorders, aftercare – treatment principles the whole team can use. Terrence Walton or Dan Griffin Warbonnet Room</p>	<p>12 – 1:30 p.m. Lunch Wind River</p>	<p>1:45 – 3:15 p.m. Wind River Room <u>Incentives and Sanctions:</u> behavior modification principles, the importance of incentives, distinction between court-imposed sanctions/incentives and treatment responses; graduated sanctions/incentives; the roles of community supervision and treatment in application of responses to client behavior, including responses to relapse. NDCI Sr. Judicial Fellow Hon. Christine Carpenter Warbonnet Room</p>	<p>Break</p>	<p>3:30 – 5 p.m. Wind River Room</p>	<p><u>Judicial styles in drug court:</u> role of the judge, physical courtroom, interplay of the team. NDCI Sr. Judicial Fellow Hon. Christine Carpenter Fremont Room</p>	<p><u>Relapse</u> (incl. co-occurring issues). Terrence Walton or Dan Griffin</p>	<p>Gannett Room</p>	<p><u>Youth culture</u> – has its' own identity OJJD OJJD</p>	<p>Warbonnet Room <u>Adolescent MH & SA & Co-Occ.</u> ODD, CD, ADHD, depression, anxiety, bi-polar, etc. OJJD OJJD Dr. Robert Kirschner</p>												
<p>10:30-11:45 a.m. Wind River Room Routine Maintenance: <u>Applied research & effective treatment</u> – Science guides which treatment approaches are most successful for various populations. Topics covered include evidence-based treatment, manualized treatment, relapse case plans, co-occurring disorders, aftercare – treatment principles the whole team can use. Terrence Walton or Dan Griffin Warbonnet Room</p>	<p>12 – 1:30 p.m. Lunch Wind River</p>	<p>1:45 – 3:15 p.m. Wind River Room <u>Incentives and Sanctions:</u> behavior modification principles, the importance of incentives, distinction between court-imposed sanctions/incentives and treatment responses; graduated sanctions/incentives; the roles of community supervision and treatment in application of responses to client behavior, including responses to relapse. NDCI Sr. Judicial Fellow Hon. Christine Carpenter Warbonnet Room</p>	<p>3:30 – 5 p.m. Wind River Room</p>	<p><u>Judicial styles in drug court:</u> role of the judge, physical courtroom, interplay of the team. NDCI Sr. Judicial Fellow Hon. Christine Carpenter Fremont Room</p>	<p><u>Relapse</u> (incl. co-occurring issues). Terrence Walton or Dan Griffin</p>	<p>9-10:15 a.m. Keynote <i>Wind River Rm.</i> <u>Constitutional Issues and Drug Courts:</u> The law is a tool for success and should not be viewed as an obstacle. Drug court professionals develop comprehensive understanding of what the law will and will not allow, how to face challenges of ethics, HIPPA, confidentiality, due process, 12-step programs, the law and other constitutional requirements.</p>	<p>Break</p>	<p>Adult Track</p>	<p>10:30-11:45 a.m. Wind River Room Routine Maintenance: <u>Applied research & effective treatment</u> – Science guides which treatment approaches are most successful for various populations. Topics covered include evidence-based treatment, manualized treatment, relapse case plans, co-occurring disorders, aftercare – treatment principles the whole team can use. Terrence Walton or Dan Griffin Warbonnet Room</p>	<p>12 – 1:30 p.m. Lunch Wind River</p>	<p>1:45 – 3:15 p.m. Wind River Room <u>Incentives and Sanctions:</u> behavior modification principles, the importance of incentives, distinction between court-imposed sanctions/incentives and treatment responses; graduated sanctions/incentives; the roles of community supervision and treatment in application of responses to client behavior, including responses to relapse. NDCI Sr. Judicial Fellow Hon. Christine Carpenter Warbonnet Room</p>	<p>3:30 – 5 p.m. Wind River Room</p>	<p>7:30-8:45 a.m. Breakfast & Registration Wind River</p>	<p>9-10:15 a.m. Keynote <i>Wind River Rm.</i> <u>Constitutional Issues and Drug Courts:</u> The law is a tool for success and should not be viewed as an obstacle. Drug court professionals develop comprehensive understanding of what the law will and will not allow, how to face challenges of ethics, HIPPA, confidentiality, due process, 12-step programs, the law and other constitutional requirements.</p>	<p>Break</p>	<p>Juvenile Track</p>	<p>10:30-11:45 a.m. Wind River Room Routine Maintenance: <u>Applied research & effective treatment</u> – Science guides which treatment approaches are most successful for various populations. Topics covered include evidence-based treatment, manualized treatment, relapse case plans, co-occurring disorders, aftercare – treatment principles the whole team can use. Terrence Walton or Dan Griffin Warbonnet Room</p>	<p>12 – 1:30 p.m. Lunch Wind River</p>	<p>1:45 – 3:15 p.m. Wind River Room <u>Incentives and Sanctions:</u> behavior modification principles, the importance of incentives, distinction between court-imposed sanctions/incentives and treatment responses; graduated sanctions/incentives; the roles of community supervision and treatment in application of responses to client behavior, including responses to relapse. NDCI Sr. Judicial Fellow Hon. Christine Carpenter Warbonnet Room</p>	<p>3:30 – 5 p.m. Wind River Room</p>	<p><u>Judicial styles in drug court:</u> role of the judge, physical courtroom, interplay of the team. NDCI Sr. Judicial Fellow Hon. Christine Carpenter Fremont Room</p>	<p><u>Relapse</u> (incl. co-occurring issues). Terrence Walton or Dan Griffin</p>	<p>Gannett Room</p>	<p><u>Youth culture</u> – has its' own identity OJJD OJJD</p>	<p>Warbonnet Room <u>Adolescent MH & SA & Co-Occ.</u> ODD, CD, ADHD, depression, anxiety, bi-polar, etc. OJJD OJJD Dr. Robert Kirschner</p>

Wednesday November 14, 2012

4 rooms available

<p>Registration and breakfast</p>	<p>9-10:15 a.m. Wind River</p>	<p>Break</p>	<p>Adult Track</p>	<p>10:30-11:45 a.m. Wind River <i>Back to the Future – Best/promising practices for Adult Drug Courts:</i> review current adult drug court research, gain a clear understanding of practices employed in the past, the effectiveness of each, what models are promising for the future. Topics include length of program, structure, entry contracts and staffing. Doug Marlowe, JD, PhD</p>	<p>12 – 1:30 p.m. Lunch Wind River Chief Justice Marilyn Kite And Judge Samson remarks? Hartman?</p>	<p>1:45 – 3:15 p.m. Wind River <i>Targeting & Eligibility:</i> Current research provides basis to identify client population that maximizes use of resources and greatest impact on the justice system/community Doug Marlowe, JD, PhD</p>	<p>Break</p>	<p>3:30– 5 p.m. Wind River <i>Safety in the field: conducting home visits</i> Dawn Sides, DOC & Heather Carter, Coordinator for Albany County (unconfirmed)</p>
<p>Wind River 7:30 a.m. – 8:45 a.m. WDCA annual elections and meeting</p>	<p>Keynote Wind River <i>Drug Courts Work!</i> The most current research on Adult and Juvenile drug court effectiveness! Doug Marlowe, JD, PhD</p>				<p>Tribal Honor Guard for Judge Ferris and soon to retire Judge Samson, Judge Hartman</p>	<p>Fremont <i>Cultural Awareness:</i> how understanding and responding leads to increases in effectiveness. Darryl Turpin</p>		<p>Fremont <i>Young adult 18-21 population</i> NDCI Darryl Turpin</p>
			<p>Juvenile Track</p>	<p>Warbonnet <i>Family Engagement and Youth Retention</i> -OJJDP</p>	<p>Remarks by</p>	<p>Warbonnet <i>Incentives and Sanctions in Juvenile Drug Courts</i> – OJJDP</p>		<p>Gannet <i>Gender based risk and protective factors</i> OJJDP Warbonnet</p>
								<p><i>Creating a Trauma Informed Juvenile Drug Court</i> – OJJDP Dr. Robert Kirchner</p>

** 5:15 – 7:15 Warbonnet Room: MANDATORY Coordinator/program representative meeting with State CST Program Panel, Funding Formula, Certification process & Discussion: 877-278-8686 Pin 152522

Clear View Improvement and Service District

117 MountainView Drive – PO Box 2634
Rock Springs, WY 82901
307-362-1140

Lee Splett, President
Dessie Ball, Treasurer
Carmen Staab, Secretary
Margaret Jones, District Clerk

Thursday, October 25, 2012

Sweetwater County Commission
80 west Flaming Gorge Way
Green River, Wyoming 82935
Wally Johnson, Chairman

Dear Commissioner Johnson:

This letter is to update the commission on the current status of the Clearview Improvement and Service District and on the progress the Board of Directors has made since assuming management of the Clearview District on February 16, 2012. Progress has not been as satisfactory as the board would have liked but the board has found affairs of the district to be much worse than originally thought. The computer billing system has proved totally unworkable. Infrastructure is requiring costly repair and will require a total review to determine the extent of reconstruction and/or repair necessary for continued operation. Tools and supplies are either missing or in disrepair. The district was in noncompliance with EPA and DEQ requirements on water sampling and reporting for total coliform and residual chlorine levels.

The Clearview District has, however, been able to keep current on its bills. Routine expenses are being kept to a minimum. District residents are charged the correct pass-through for water and waste-water. The operations and maintenance charge has been increased as required to cover normal operating cost. Water sampling is being conducted as required by state and federal regulation. Where this takes the district as to future needs and funding requirements is unknown at this time. We have outlined below where the district currently stands and issues that have been identified.

The Computer Billing System

The Clearview District operated for several months without the billing system available as the investigators searched the computer for evidence of theft. The computer was returned to the district in April but was damaged beyond repair. A new computer was purchased and the utilities billing system installed. However, numerous changes made to the master program by the former clerk created hundreds of errors and mistakes within the utilities billing program. Several attempts were made by the district clerk and Casell, Inc. programmers to correct the programming back to its original state, but to no avail. The errors and unauthorized changes to the billing factors could only be identified by an experienced programmer. These changes could

not be identified by an operator or data entry clerk due to the fact that the former clerk had obtained the system control password. This allowed her to make the unauthorized changes. Several actual and mock billing runs continued to contain drastic errors which the programmers were unable to correct. This required the district to purchase an upgraded utilities billing system to ensure that customers were billed correctly.

The Clearview District chose to purchase the latest upgrade system which Caselle, Inc. has available. The district chose to remain with Caselle due to cost considerations and system dependability. The district has developed an excellent working relationship with Caselle which would have been lost with a new company.

The cost of the new system will be approximately \$8,500.00 installed, not including training of district employees and board members. Training of board members is essential for continuity and to implement a system of checks and balances to ensure that the past is not repeated. The system is slated to be installed and operational by November 8, 2012.

Utilities billing program costs expended to date:

Programmer Consulting	\$ 1695.00	New Caselle System	\$ 8500.00
Computer Systems	\$2500.00		
Clerical	\$13920.00	Net Cost	<u>\$26593.00</u>

Street Maintenance

The Clearview District must ask that the county continue to maintain the district streets in a safe condition for the foreseeable future. Several issues have been identified which will require that excavation of the existing streets be done to repair or replace sewer and water lines. The district has had to repair water and sewer lines twice in the last two months and this situation will continue for the foreseeable future. Several issues have been identified with the water and sanitary sewer system which will require that lines be excavated for repair or replacement. The Clearview board of directors does not believe that it is the interest of the district or the county to consider paving the Clearview streets until the issues with the water and sewer are resolved.

The Sanitary Sewer System

Exhibits 2A – 2H

The Clearview Districts sanitary sewage system has been found to be in a severe state of deterioration. Main lines are broken, sagging, misaligned, plugged with roots, and otherwise damaged. The 8 inch line on Mountain View Street has plugged and flooded residences three times this summer. While unplugging the Mountain View line it was determined that a full cleaning and camera survey was required to determine where and why the stoppages were occurring. The services of a contractor from Lander, Wyoming were obtained to jet and video the Mountain View and Pinion Street lines. These lines have extensive damage from tree roots and improper previous repairs. Tree roots could not be jetted but had to be cut from the line. Several laterals have extensive root damage and contributed to the plugging.

The videos showed that there were several sections of damaged pipe on Mountain View. The entire section of pipe in the 100 block may have to be excavated. A section has sunk until the line flows half full creating a pooling of water allowing solids and grease to build. A misalignment has occurred and a line break allows sewage to flow from the pipe. Tree roots have damaged connections allowing sewage to leak. A severe root problem was detected in the 300 block which may require excavation to repair. Tree roots are a problem on Pinion Street and a damaged section was improperly repaired.

The problems incurred and the subsequent inspection of Mountain View and Pinion Streets indicates that the remaining lines within the Clearview District will need to be cleaned and inspected. The data obtained will need to be reviewed by a qualified engineer and a structured and comprehensive program developed to resolve identified issues. The required repairs or replacements will be at considerable cost. The district does not have the available funds to pursue repair or replacement at this time. Therefore a program of priorities will need to be developed. The district will then need to pursue funding to resolve these issues.

Unfortunately these issues are not of recent discovery. The City of Rock Springs had instructed the Clearview District to clean and repair its sewer lines several years ago. Video has been discovered dating back to 2005 revealing that the district knew these problems existed.

Waste Water System cleaning, repair and evaluation cost expended to date: \$16,274.22

The Culinary Water System

Exhibits 3A – 3F

The district has been experiencing a series of water main line and service line breaks and malfunctions. The district is also experiencing meter and service line damage due to tree roots as well as corrosion of meter components. The district has found that service lines have been improperly installed, twisted, kinked and otherwise damaged during installation. Further, the corporation saddles on the main lines are corroding away indicating that the corporation saddles may not be satisfactory for direct burial. Therefore the district must evaluate each corporation. The district will need to conduct a study to determine the time frame in which each block was connected and then excavate selected corporations to determine a status of each line segment. Where corroding or otherwise improper saddles or service lines are found the water line in the entire block will need to be uncovered and the problems corrected. These problems indicate that a comprehensive evaluation needs to be done of all service line connections both at the meters and at the main line corporations.

Some residents have complained of bad tasting or dirty water. The engineering drawings of the water system indicate that the district does have several dead-end pipes. This problem should have been corrected by the developer but apparently was not.

The district has experienced problems with fire hydrant failure. The district has not found evidence of a recent testing of fire hydrants. Therefore the district must initiate and schedule a

structured program to determine the flow and workability of its fire protection system.

Culinary Water System repair and evaluation cost expended to date: \$23,818.00

Infrastructure Study and Funding

The problems described that the Clearview Improvement and Service District has found with both the waste water and the culinary water systems indicate that a comprehensive study of the entire infrastructure of the district needs to be conducted. Deficiencies will need to be prioritized and a structured program developed to bring the infrastructure of the district up to desired standards. Such a program needs to be completed prior to consideration of the paving of the streets in the Clearview third filing area.

A study and evaluation of district needs of the magnitude indicated is above the capabilities of ClearView Improvement and Service District personnel. It will require that the district obtain the services of a qualified engineering firm. . This project is also currently above the financial capabilities of the district. The frequent repairs necessary to keep the district in operation are a drain on financial resources which is preventing the district from accumulating the necessary reserve funds to complete such a project. The district will need to seek grants, loans, and other assistance to develop and complete the necessary work. The district will need to work closely with Sweetwater County and other entities to define, coordinate, and fund the planning and required construction or reconstruction of the district infrastructure.

Respectfully Submitted;

A handwritten signature in cursive script, appearing to read "Lee Splett".

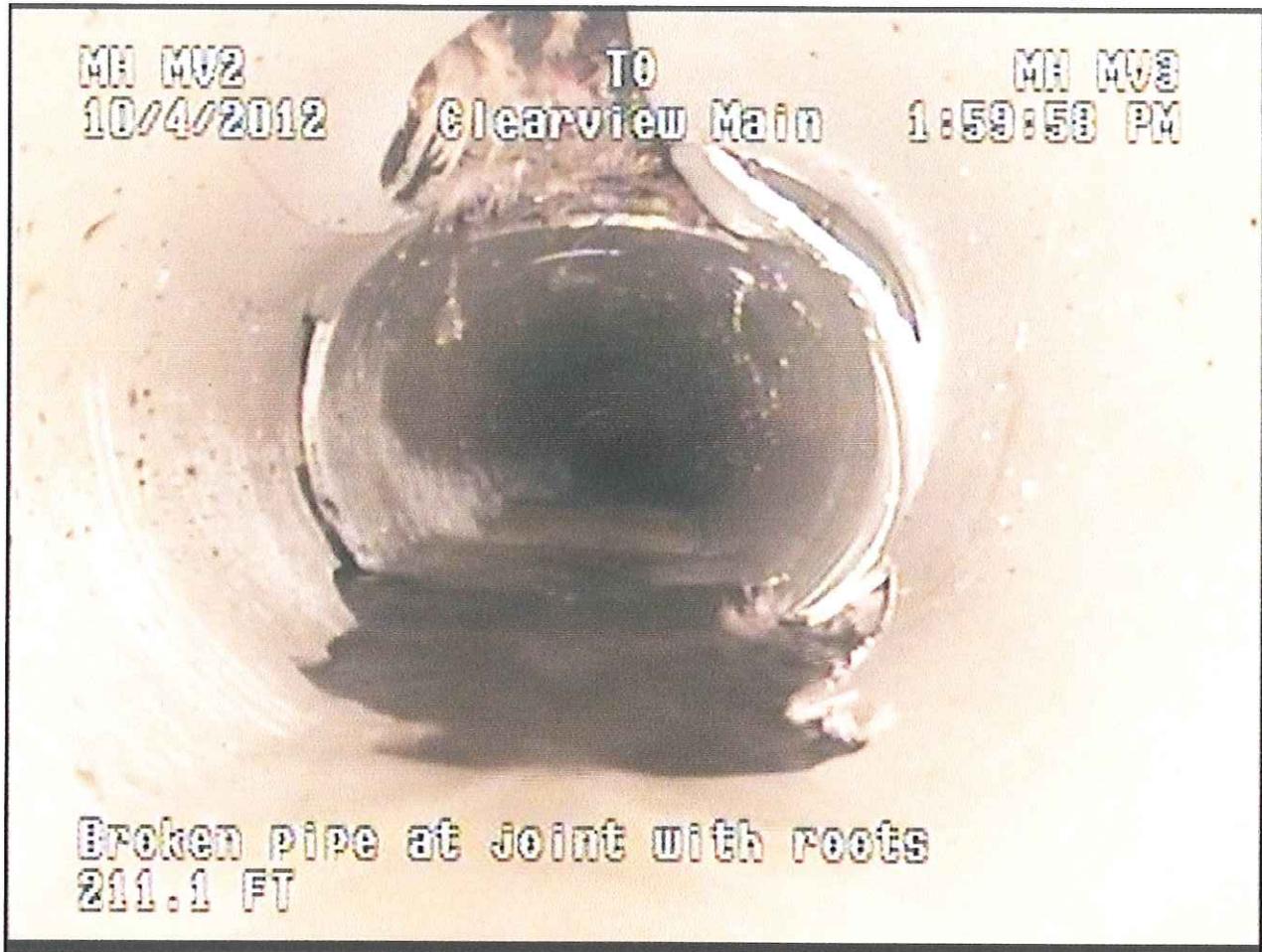
Lee Splett, President

2A - Exhibit



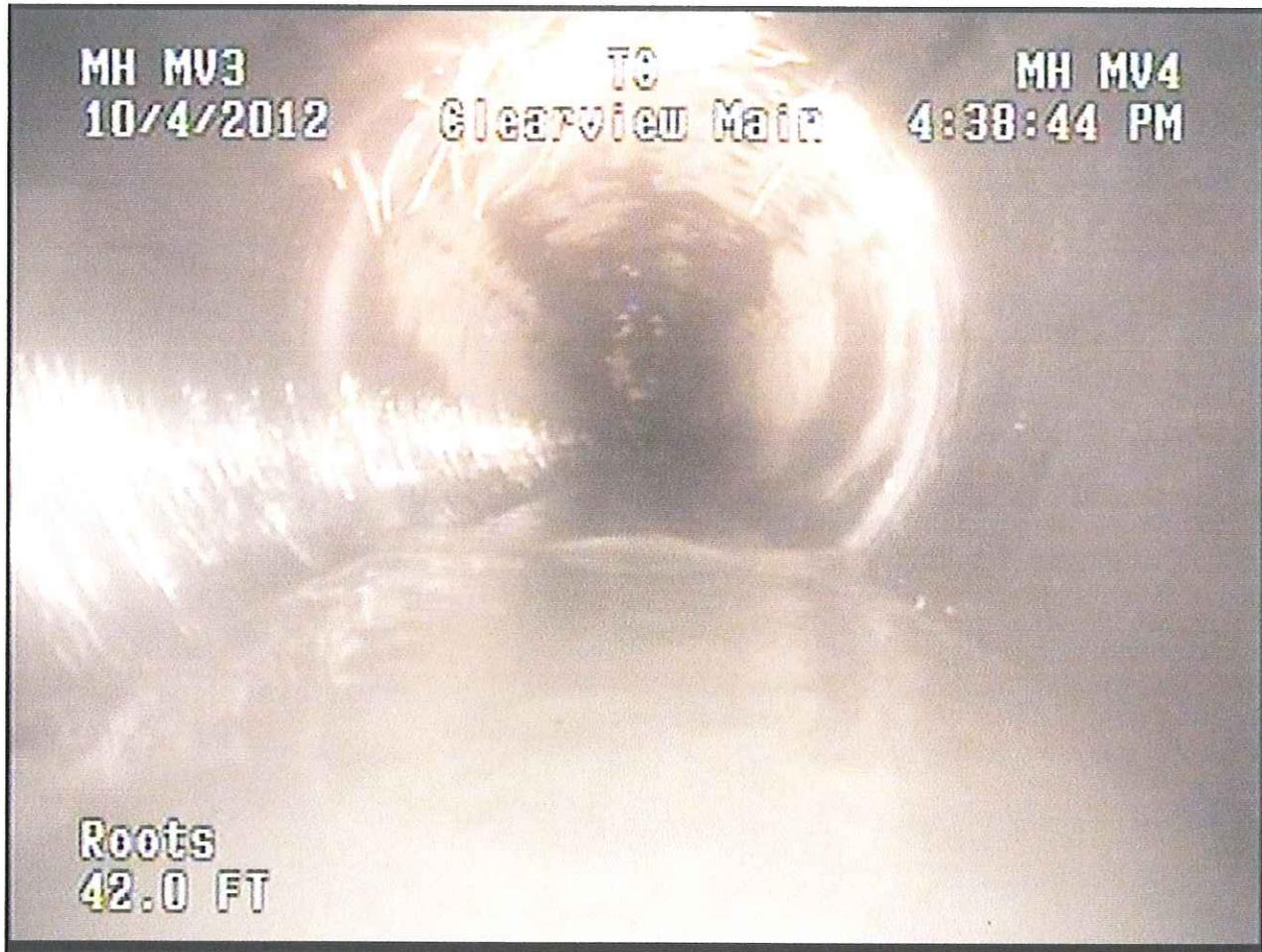
101 ft North of Locust - Root buildup Stopped Camera
Roto'd out

LB - Exhibit



211 ft South of Locust - Broken pipe

2C - Exhibit



42' South of Cottonwood - Roots in joint



22' South of Evergreen - Sagging pipe
Pipe running 1/2 full

2 F - Exhibit



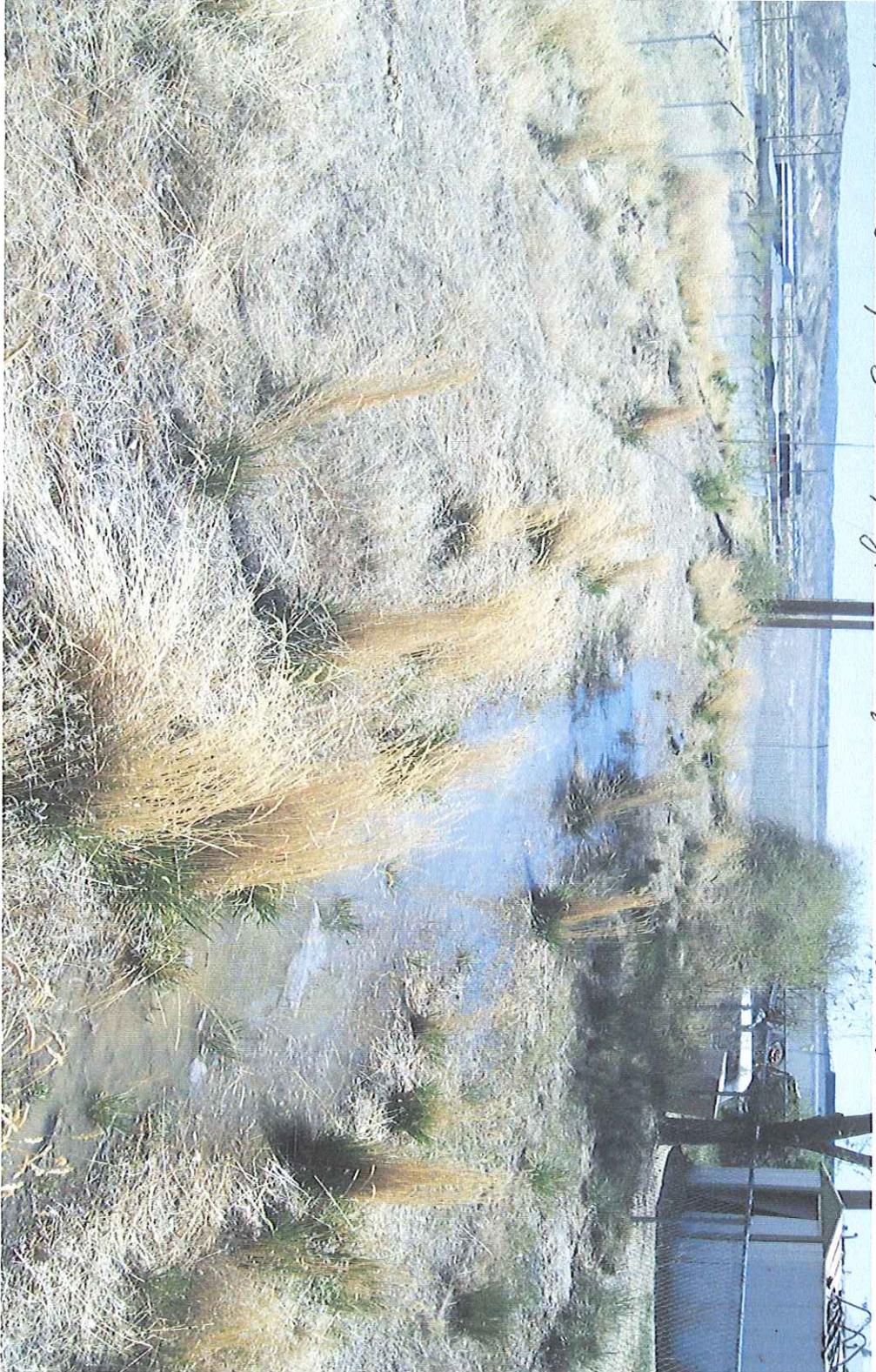
lateral cut w/hole saw - not smooth cut - catches debris

2 E - Exhibit



*96' South of EVERGREEN Manhole
Offset Pipe - Stopped Camera*

Ex. 26 Sewage Flowing from 109 Men Dies To Canal





Ex. 2 I Insompebant Pipe repair

Ex. 2 J Inconel 601 Pipe Repair No. 2 Jagged edges



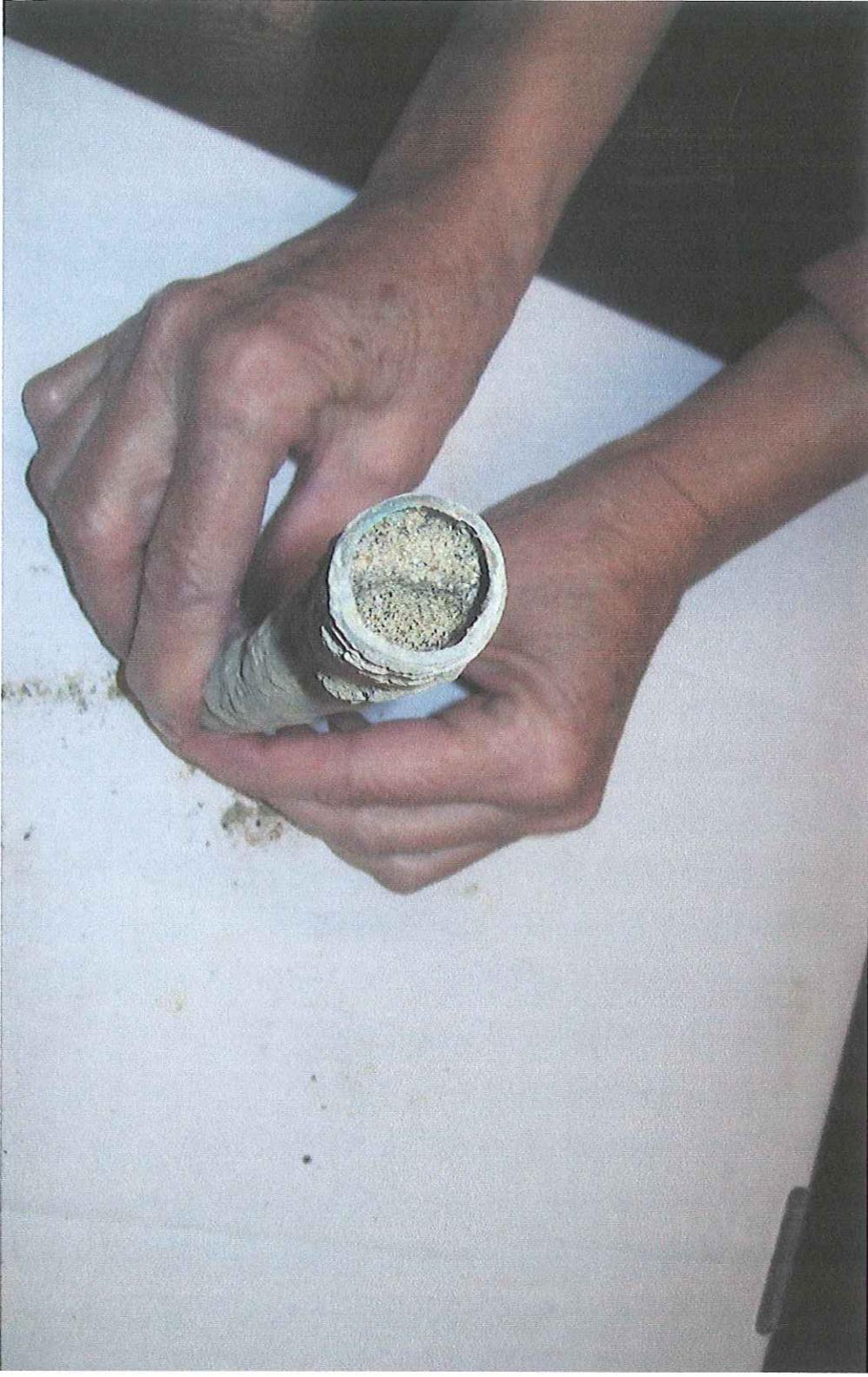
Took time to determine if pipe was damaged by flow
EX 3A - Scrap pipe in ditch - Broken sewer line



FIG 3 B Corroded service line connection saddle



Ex 3c Sand plugging Service line from saddle corrosion



EX 3 D - Corporation eroded by sand



Fig 3 E CorruptaZon- saddle Corroded wax





Ex 3F Metic value jammed by corrosion & sand

Ex 2 H Flooded lot Sewage flowing into Canal



**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 11/6/2012
 Department: Veterans Services Office
 Position: VSO Administrative Assistant
 Vacancy Date: 9/11/2012
 Reason for vacancy: Moved Part time VSO Admin. Asst. to Full time Officer position, after previous FT Officer resigned in September
 Department Request: To Restaff vacant part time VSO Admin. Asst. position at 35 hours per week (same amount budgeted).

Board Action	
Approved _____	Date: <u>11/6/2012</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time)
Restaff Immediately _____	Delay restaffing until (month)

Anticipated Re-staff Date: 12/1/2012

	Position	Hire Date	Monthly					Total cost of employment (salary + benefits)	Annual Cost of employment	Cost of employment for the Remainder of FY (7 months)
			Salary	Retirement	FICA	Workers Comp	Total benefits			
Current costs for VSO Admin. Asst.	VSO Admin., Asst. Grade 6, step 1 rate of pay) 35 hours per week	8/20/2012	\$ 2,102.27	\$ 149.68	\$ 160.82	\$ 42.89	\$ 353.39	\$ 2,455.66	\$ 29,467.94	\$ 17,189.63
Anticipated Costs to restaff Position Vacancy with VSO Admin. Asst.	VSO Admin., Asst. Grade 6, step 1 rate of pay) 35 hours per week	12/1/2012	\$ 2,102.27	\$ 149.68	\$ 160.82	\$ 42.89	\$ 353.39	\$ 2,455.66	\$ 29,467.94	\$ 17,189.63
Net Difference (savings)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

NOTES

Costs calculated using a re-staffing date of: 12/1/2012

[Signature]
 Reviewed by HR Representative (signature)

10-31-12
 Date:

Denise Boudreau
 Reviewed by Department Head/ Elected Official (signature)

10/31/12
 Date:

 Commission Chair (signature)

 Date:

COUNTY CAPITAL EQUIPMENT LEASE BID OPENING 2012

<u>Bidders</u>	<u>Amount Leased</u>	<u>Factor/Rate</u>	<u>3 Annual Payments</u>	<u>Other Cost</u>	<u>Total Cost of Lease</u>
Bank of the West	\$ 968,374.14	1.74%	\$328,382.05	\$3,537.47	\$ 988,683.63
Wells Fargo Lease	\$ 968,374.14	2.45%	\$335,128.56	Doc Fees	\$ 1,005,385.68
US Bank	\$968,374.14	1.45%	\$328,669.00	NA	\$ 986,007.00

North Side State Bank 1st Bank NO BID
 State Bank of Green River

KeyCorp Leasing
 American National
 Rock Springs National Bank
 Commerce Bank of Wyoming

Payment schedule is based on the following:

- February 2013
- February 2014
- February 2015

Bid approved 6th day of November, 2012, during the Sweetwater County Commissioner's regular scheduled meeting.

By: Wally Johnson Gary Bailiff John Kolb Reid West Don VanMatre



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Government Leasing and Finance

October 30, 2012

Sweetwater County, WY – Marty Dernovich

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.

Customer:	Sweetwater County, WY						
Lessor:	U.S. Bancorp Government Leasing and Finance, Inc.						
PROPERTY:	Equipment						
EXPIRATION:	November 29, 2012						
LEASE QUOTE:	Amount	Rate	Payments	Factor	Pmts / Year	Term	Adv. / Arr.
	968,374.14	1.45%	328,669.00	0.3394029	1	27 Months	Payments Feb 20 th each year

(note: due to system limitations funding and payment date must be same day of the month)

Notes: There are no fees associated with this offer including the establishment and use of a U.S. Bank N.A. escrow account should one be required. Funds will be deposited in escrow at closing to accommodate vendor payments. A completed essential use form and 3yrs audited financial statements are required to finalize credit approval.

The Lease will be structured as a tax-exempt municipal lease, with title in the Lessee's name and USBGLF holding a security interest in the equipment during the term. The lease is "triple-net" with the Lessee responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Lessee pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Lessee within a reasonable time and in form and substance acceptable to Lessee, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Lessee. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.

Sincerely,
Thomas E. Seybold

Thomas E. Seybold
Vice President

ACCEPTANCE:
By accepting this Proposal, Lessee acknowledges that this Proposal does not represent a commitment to provide financing but only outlines general terms and conditions of the USBGLF's financing program currently available to qualified lessees.

ACCEPTED BY:

Name / Title

dated: _____



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Government Leasing and Finance

Payment Table

(assumes funding November 20th 2012)

	Totals	986,007.00	968,374.14	17,632.86	
*Prepayment balance equals 100% of principal outstanding after payment due.					
Pay #	Date	Payment	Principal	Interest	Prepayment Balance*
1	20-Feb-2013	328,669.00	325,154.23	3,514.77	643,219.91
2	20-Feb-2014	328,669.00	319,279.62	9,389.38	323,940.29
3	20-Feb-2015	328,669.00	323,940.29	4,728.71	0.00



Government Leasing and Finance, Inc.
Application for Equipment Lease

Legal Name of Lessee (Applicant) Tax ID # Web address (if applicable)

Address City State Zip

Person(s) to Contact for Clarification Regarding Project

Name Title Phone

Name Title Phone

Email Fax

Obligations / Economics

Bank Qualified Non-Bank Qualified

Are the Applicant's obligations bank qualified (i.e., expected to issue less than \$10 Million in tax-exempt financing this calendar year)?

Moody's Investors Service: Standard & Poor's: Fitch:

Please list the Applicant's current underlying bond rating from the rating agencies listed above (if applicable)

Discuss the Applicant's economic trends (stable, positive, negative) and reasons for any variation

Yes No

Has the Applicant ever defaulted or non-appropriated on an obligation?

If Yes, Please explain

Demographic Information

Please provide the following demographic information (please attach any applicable demographic statistics)

Approx square mile Population Increasing or Decreasing Population?

Cities, Towns and Counties

If Decreasing, Please explain

Educational Applicants Only

Enrollment Increasing or Decreasing Enrollment?

Please also answer the above question regarding the resident city

If Decreasing, Please explain

Elementary: Middle: High School: Other:

How many schools make up the district (please list the number and type of each school)?



EQUIPMENT FINANCE

Government Leasing and Finance
Essential Use Form

Purchase Description (please be specific and attach any applicable equipment lists or invoices available)

Est. Equipment Delivery Date

Yes No

Is the Equipment replacing existing equipment?

If Yes,

Please state how long you have currently used the Equipment and the reason you are replacing the Equipment

What will the Applicant do with the old equipment that is being replaced?

If No,

Please state the reason additional equipment is needed

What will the Applicant do with the old equipment that is being replaced?

Please describe in detail the following (please be specific)

What will the Equipment be used for?

Describe the essential nature of the equipment financed

List the specific department that will be the primary user of the Equipment

Lease Payments

Yes No

Will the lease payments be made from Applicant's General Fund?

If No,

From which Special Fund will the lease payments be made?

Yes No

Will any federal grant or loan monies be used? If so, please describe

Yes No

Has the first payment been appropriated?

Terms and Conditions

Total Cost of Equipment

Advance payment

Amount to Finance

Term (in years)

Annual Semi-Annual Quarterly Monthly

Frequency (choose one):

Advance Arrears

Remittance (choose one):

Equipment Delivery Date

Insurance Company Name or Indicate Self Insured

Amount of Liability Insurance

Amount of Property Damage Insurance

The undersigned hereby certifies that all the information in the above Application for Equipment Lease and Essential Use Form is true, complete and correct.

Applicable Signature

Title

Date