

**NOTICE - SWEETWATER COUNTY  
BOARD OF COUNTY COMMISSIONERS  
WILL MEET IN REGULAR SESSION  
Tuesday, July 2, 2013 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: 6-18-13 & 6-19-13

**ACCEPTANCE OF BILLS**

Approval of County Vouchers/Warrants  
Approval of Monthly Reports  
Approval of Bonds- Official Bond and Oath  
Approval of Abates/Rebates

**COMMISSIONER COMMENTS/REPORTS**

**8:40** Commissioner Kolb  
**8:50** Commissioner Van Matre  
**9:00** Chairman Johnson  
**9:10** Commissioner West  
**9:20** Commissioner Bailiff

**COUNTY RESIDENT CONCERNS**

**9:30**

**ACTION/PRESENTATION ITEMS**

**9:40** STAR Transit Board Appointment

**9:45** Approval of the FY 2014 TANF/CPI Grant Contract

**9:50** Approval of the Interlocal Agreement for the 2013 Justice Assistance Grant Program

**10:00** Approval of the Business Ready Community Grant Agreement for County Road 4-23

- 10:05** Consent for Reclamation- AML Project
- 10:15** Professional Engineering Services for 2013  
Paint Striping and Sand/Salt Structure
- 10:25** Mutual Aid Letter from Carbon County
- 10:35** Fire Restriction Discussion
- 10:45** SkyWest Contract (Revised)
- 10:55** Introduction of Iterim 4-H & Youth  
Development Educator: Tanya Hamner
- 11:05** Request to Re-Staff Vacancy in  
Treasurer's Office

**OTHER**

**11:10**

**EXECUTIVE SESSION(S) AS NEEDED**

**ADJOURN**

**INVESTMENT WORKSHOP**

**11:40**

June 18, 2013  
Green River, WY

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

**Approval of Agenda**

Chairman Johnson entertained a motion to approve the agenda. *Commissioner Bailiff so moved. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

**Approval of Minutes 6-4-13**

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

**Acceptance of Bills**

**Approval of County Vouchers/Warrants, Monthly Reports and Bonds**

*Commissioner West moved to approve acceptance of the bills which includes the county vouchers/warrants, monthly reports and the bonds. Commissioner Kolb seconded the motion.*

Following discussion relative to the clerk's monthly report, the motion was approved unanimously subject to an explanation of the monthly report. Deputy County Clerk Vickie Eastin later explained the credit of \$1,931 was due to money transferred to the abandoned vehicle fund per state statute.

WARR#	NAME	DEPT	TOTAL
54961	Jury Witness Fees	Clk Dist Crt	46.95
2	Jury Witness Fees	Clk Dist Crt	46.95
3	Jury Witness Fees	Clk Dist Crt	30.00
4	Jury Witness Fees	Clk Dist Crt	46.95
5	Jury Witness Fees	Clk Dist Crt	200.00
6	Jury Witness Fees	Clk Dist Crt	46.95
7	Jury Witness Fees	Clk Dist Crt	30.00
8	Jury Witness Fees	Clk Dist Crt	30.00
9	Jury Witness Fees	Clk Dist Crt	250.00
54970	Jury Witness Fees	Clk Dist Crt	46.95
1	Jury Witness Fees	Clk Dist Crt	368.65
2	Jury Witness Fees	Clk Dist Crt	566.40
3	Jury Witness Fees	Clk Dist Crt	368.65
4	Jury Witness Fees	Clk Dist Crt	28.25
5	Jury Witness Fees	Clk Dist Crt	46.95
6	Jury Witness Fees	Clk Dist Crt	46.95
7	Jury Witness Fees	Clk Dist Crt	368.65
8	Jury Witness Fees	Clk Dist Crt	46.95
9	Jury Witness Fees	Clk Dist Crt	46.95
54980	Jury Witness Fees	Clk Dist Crt	882.80
1	Jury Witness Fees	Clk Dist Crt	30.00
2	Jury Witness Fees	Clk Dist Crt	566.40
3	Jury Witness Fees	Clk Dist Crt	368.65
4	Jury Witness Fees	Clk Dist Crt	120.40
5	Jury Witness Fees	Clk Dist Crt	30.00
6	Jury Witness Fees	Clk Dist Crt	75.20
7	Jury Witness Fees	Clk Dist Crt	250.00
8	Jury Witness Fees	Clk Dist Crt	46.95
9	Jury Witness Fees	Clk Dist Crt	46.95
54990	Jury Witness Fees	Clk Dist Crt	30.00
1	Jury Witness Fees	Clk Dist Crt	46.95
2	Jury Witness Fees	Clk Dist Crt	30.00
3	Jury Witness Fees	Clk Dist Crt	46.95
4	Jury Witness Fees	Clk Dist Crt	16.95
5	Jury Witness Fees	Clk Dist Crt	209.05
6	Jury Witness Fees	Clk Dist Crt	368.65
7	Jury Witness Fees	Clk Dist Crt	46.95
8	Jury Witness Fees	Clk Dist Crt	46.95
9	Jury Witness Fees	Clk Dist Crt	46.95
55000	Jury Witness Fees	Clk Dist Crt	46.95
1	Jury Witness Fees	Clk Dist Crt	46.95
2	Jury Witness Fees	Clk Dist Crt	46.95
3	Jury Witness Fees	Clk Dist Crt	46.95
4	Jury Witness Fees	Clk Dist Crt	30.00
5	Jury Witness Fees	Clk Dist Crt	30.00
6	Jury Witness Fees	Clk Dist Crt	46.95
7	Jury Witness Fees	Clk Dist Crt	46.95
8	Jury Witness Fees	Clk Dist Crt	46.95
9	Jury Witness Fees	Clk Dist Crt	46.95
55010	Jury Witness Fees	Clk Dist Crt	46.95
1	Jury Witness Fees	Clk Dist Crt	209.05
2	Jury Witness Fees	Clk Dist Crt	30.00
3	Jury Witness Fees	Clk Dist Crt	46.95
4	Jury Witness Fees	Clk Dist Crt	30.00

5	Jury Witness Fees	Clk Dist Crt	250.00
6	Jury Witness Fees	Clk Dist Crt	46.95
7	Jury Witness Fees	Clk Dist Crt	209.05
8	Jury Witness Fees	Clk Dist Crt	46.95
9	Jury Witness Fees	Clk Dist Crt	30.00
55020	Jury Witness Fees	Clk Dist Crt	46.95
1	Jury Witness Fees	Clk Dist Crt	46.95
2	Jury Witness Fees	Clk Dist Crt	368.65
3	Jury Witness Fees	Clk Dist Crt	30.00
4	Jury Witness Fees	Clk Dist Crt	120.40
5	Jury Witness Fees	Clk Dist Crt	46.95
55026	Bank Of The West	Gen Accts	583.84
55028	Capital Business Systems	Clk, Treas, Coop Ext/4H	1,719.70
9	Centurylink	Clk, Treas, Shrf, Co Atrny, Grants Proj, GR Cir Court, IT Dept, Shrf Dtn Mnt, Clk Dist Crt, Flt Veh Main, Comm Dev&Eng, Human Resour, Vet Services	507.63
55030	Centurylink	Commiss, Assess, Juv Prob, Road & Bridg, Purchasing, Grants Admin, Land Use, RS Off Bld A, Shrf Emg Mgt, Fire Marshal, RS Mnt/C Pur, Comm Nur-Hom	988.57
1	Centurylink	Elect	214.20
2	City Of Green River	GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg, GR JV Maint, Road & Bridg	1,335.84
3	City Of Green River	GR Fcl Mt CH	417.48
4	Home Depot Credit Service	GR Fcl Mt CH, Shrf Dtn Mnt, Road & Bridg, Flt Veh Main, Purchasing	336.36
5	Home Depot Credit Service	GR Fcl Mt CH, Shrf Dtn Mnt, Purchasing	2,152.55
6	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	4,473.28
7	Rocky Mtn Power	RS Rd & Brdg	1,358.33
8	Sweetwater Television Co	Shrf Dtn Mnt, Shrf	112.64
9	Union Telephone Company Inc	Elect	44.71
55040	Verizon Wireless	Fire Marshal, Shrf Emg Mgt	284.39
1	West Side Water & Sewer Dist	Shrf Dtn Mnt, RS Mnt/C Pur	2,199.50
55042	Wyoming Waste Services -	RS Veh Maint, RS Off Bld A, Thmpsn Bld A, RS Mnt/C Pur, Shrf Dtn Mnt	1,195.24
55044	Bank Of The West	Gen Accts	3,201.58
5	Bridger Valley Electric Assn	Fire Marshal	27.11
6	Centurylink	Commiss, Clk, Treas, Assess, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, GR Fcl Mt CH, Land Use, Flt Veh Main, RS Off Bld A, Fire Marshal	761.68
7	Centurylink	Shrf, IT Dept, Clk Dist Crt, Road & Bridg, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, Shrf Emg Mgt, Comm Nur-Hom	2,237.90
8	Modern Electric Company	Capital Proj	190,671.40
9	Neopost Usa Inc	Gen Co Admin	483.39
55050	Questar Gas	GR JV Maint, GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg	2,958.92
1	Rocky Mtn Power	Shrf Dtn Mnt, RS Mnt/C Pur, Comm Dev&Eng, RS R&B Lagoo	6,320.96
2	Wex Bank	Flt Veh Main, Road & Bridg, Shrf	26,450.82
3	Aaron's Water Service	Road & Bridg	265.50
4	Accreditation Audit & Risk	Shrf Dtn Mnt	530.00
5	Ace Hardware	Road & Bridg, GR Fcl Mt CH, Fire Marshal, Flt Veh Main, Co Atrny, Coop Ext/4H, Shrf Dtn Mnt	139.77
6	Ace Hardware	Road & Bridg, GR Fcl Mt CH, Flt Veh Main, Purchasing, Shrf Dtn Mnt, Shrf	343.55
7	Ace Hardware	Road & Bridg, GR Fcl Mt CH, Purchasing, Shrf Dtn Mnt, Shrf	624.83
8	Ace Hardware	Road & Bridg, Purchasing, GR Fcl Mt CH, Shrf Dtn Mnt, Shrf	915.97
9	Ace Hardware #11263-C	GR Fcl Mt CH, Road & Bridg	170.91
55060	Ace Hardware #11263-C	Road & Bridg, GR Fcl Mt CH	310.00
1	Acom Solutions Inc	IT Dept	2,566.00

2	Affiliated Benefits	Intr Gv Pool	1,340.00
3	Alpine Pure Bottled Water	Co Atrny	82.00
4	Auto Parts Unlimited	Road & Bridg, Flt Veh Main	49.49
5	Bates, Norman E	Shrf	59.36
6	Battery Systems	GR Fcl Mt CH, Road & Bridg, Flt Veh Main	783.54
7	Bennett Paint & Glass	GR Fcl Mt CH	14,608.74
8	Berkley Life & Health Ins	Intr Gv Pool	21,101.83
9	Bitter Creek Brewing	Co Atrny	47.73
55070	Bloedorn Lumber	GR Fcl Mt CH	239.74
1	Blue Cross Blue Shield Of WY	Intr Gv Pool	16,850.50
2	Bob Barker Company Inc	Shrf Dtn Mnt	709.94
3	Bookcliff Sales Inc	Road & Bridg	361.68
4	Buckboard Marina	Shrf	215.36
5	Buckley Powder Company	Shrf	3,062.00
6	Carquest Auto Parts	Road & Bridg, Fire Marshal, Flt Veh Main	372.03
7	Carquest Auto Parts	Road & Bridg, Flt Veh Main	2,179.14
8	Carrier Corporation	GR Fcl Mt CH, Shrf Dtn Mnt, Capital Proj	28,372.31
9	Casper Psychological Serv	Co Atrny	1,991.68
55080	Castle Rock Hospital Dist	Human Svcs	12,500.00
1	Chematox Laboratory Inc	Coroner	250.00
2	Cigna	Human Svcs	18.24
3	City Of Rock Springs	Shrf Dtn Mnt	25.00
4	Clia Laboratory Program	Shrf Dtn Mnt	200.00
5	Climb Wyoming	Grants Proj	1,811.36
6	Colorado Dept Of Public H	Co Atrny	125.00
7	Community Home Oxygen	Shrf Dtn Mnt	90.00
8	Compressor-Pump & Service	Road & Bridg	2,443.23
9	Contract Paper Group, Inc	Purchasing	11,097.55
55090	Copier & Supply Co Inc	Co Atrny, Shrf, Assess, Vet Services, Commiss, Land Use, Purchasing, Clk, Clk Dist Crt	1,141.42
1	Copier & Supply Co Inc	Commiss, Shrf Dtn Mnt	3,493.50
2	Corona Insights	Grants Proj	331.52
3	Days Inn - Thermopolis	Elect, Clk	462.00
4	Dell Marketing L P	IT Dept, Fire Marshal, Land Use, Comm Dev&Eng, Treas	10,272.07
5	Delta Dental	Intr Gv Pool	34,558.64
6	Denver Industrial Sales	Road & Bridg	3,157.39
7	Desert View Animal Hospital	Shrf	57.88
8	Diversified Insurance Ben	Intr Gv Pool	1,037.90
9	Diversified Insurance Ben	Intr Gv Pool	6,000.00
55100	DJ's Glass	GR Fcl Mt CH	100.00
1	Don Pedros	Clk Dist Crt	170.57
2	E-Coustic Solutions	Gen Co Admin	1,350.00
3	Ed Sidwell	Flt Veh Main	1,499.98
4	Edman, Patricia X	Juv Prob	37.50
5	Election Administration R	Elect	219.00
6	Election Systems & Softwa	Elect	37,249.00
7	Electrical Connections Inc	GR Fcl Mt CH	8,172.08
8	F B McFadden Wholesale Co	GR Fcl Mt CH, Road & Bridg, Purchasing, Shrf Dtn Mnt	2,553.70
9	F B McFadden Wholesale Co	Shrf Dtn Mnt	2,959.93
55110	Fastenal Company	Road & Bridg, Purchasing	97.56
1	Fedex	Co Atrny	61.49
2	First Choice Ford	Flt Veh Main	178.00
3	Fleetpride	Road & Bridg	37.20
4	Fremont Motor Rock Spring	Road & Bridg, Flt Veh Main	390.64
5	G & K Services	Road & Bridg	128.67
6	Golden Hour Senior Citizen	Senior Cntrs	38,538.11
7	Govconnection Inc	IT Dept, Clk	288.50
8	Grainger	GR Fcl Mt CH	151.87
9	Green River Postmaster	Juv Prob	58.00
55120	Green River Star	Road & Bridg	30.00
1	Green River Star	Gen Co Admin	513.00
2	Gruber Technical Inc	Shrf Dtn Mnt	435.00
3	Hampton Inn & Suites	Co Atrny	452.11
4	Harton P C, Steve	Clk Dist Crt	850.00
5	High Security Lock & Alarm	GR Fcl Mt CH, Shrf Dtn Mnt	665.25
6	Homax Oil Sales Inc	Road & Bridg	31,851.93
7	Horizon Laboratory LLC	Coroner	1,071.75
8	Hose & Rubber Supply	Road & Bridg	568.13
9	Hospice Of Sweetwater Co	Human Svcs	24,500.00
55130	Ibarra, Josefina	Coop Ext/4H	38.18
1	Industrial Hoist And Crane	Road & Bridg	652.38
2	Industrial Solutions Inc	GR Fcl Mt CH	717.00
3	Industrial Supply	Road & Bridg, Flt Veh Main, Fire Marshal, Juv Prob	1,536.19
4	Insulation Inc	Capital Proj	14,443.76
5	Interact	Shrf Dtn Mnt	127.74
6	Isc Inc	IT Dept	3,082.29
7	Jack's Truck & Equipment	Road & Bridg	6,675.92

8	Jester Signs & Graphics	Road & Bridg	241.00
9	Johnson, Wally J	Commiss	503.98
55140	Kelly, Karin	Juv Prob	220.35
1	Kopy Korner Inc	Clk, Comm Dev&Eng	110.92
2	Krazy Moose	Co Atrny, Clk Dist Crt	303.98
3	Kroger - Smith's Customer	Clk Dist Crt, Coop Ext/4H	93.04
4	Lea/Aid Acquisition Co	Shrf	650.00
5	Lewis And Lewis Inc	Capital Proj, Road & Bridg	194,740.32
6	Lincare Inc	Shrf Dtn Mnt	416.00
7	Little America - Cheyenne	Fire Marshal	90.50
8	Manpower	GR Fcl Mt CH	4,596.48
9	Mathey Law Office - Assig	Clk Dist Crt	600.00
55150	Mathey Law Office - Assig	Clk Dist Crt	2,110.00
1	Mathey Law Office - Assig	Clk Dist Crt	3,610.00
2	Max Service Specialty Inc	Road & Bridg	472.33
3	McKee Foods Corporation	Shrf Dtn Mnt	424.00
4	Meadow Gold Dairy	Shrf Dtn Mnt	654.22
5	Med-Tech Resource Inc	Shrf	533.21
6	Memorial Hospital Of Sw Co	Title 25	45,295.54
7	Mitchelson, Carol R	Juv Prob	288.15
8	Moore Medical, LLC	Fire Marshal, Purchasing, Shrf Dtn Mnt	1,035.62
9	Mountain West Business So	Juv Prob	30.00
55160	Nicholas & Company	Shrf Dtn Mnt	4,259.24
1	Norco Inc	GR Fcl Mt CH	2,315.20
2	Nutech Specialties Inc	Purchasing, Road & Bridg, Flt Veh Main	613.52
3	Office Max Inc	Treas, Clk Dist Crt	44.31
4	Outlaw Inn - Best Western	Co Atrny	184.45
5	Overman, Andrea K	Juv Prob	90.40
6	Performance Overhead Door	GR Fcl Mt CH	363.20
7	Phillips, Bonnie	FnMgt	325.00
8	Plainsman Printing & Supply	Clk Dist Crt, Clk	9,807.23
9	Plan One/Architects	Capital Proj	14,307.38
55170	Pm Autoglass Inc	Flt Veh Main	410.00
1	Prograde Ammo Group LLC	Shrf	16,649.00
2	Quill Corporation	Commiss, Road & Bridg, GR Fcl Mt CH, Shrf Dtn Mnt, Shrf, Clk, Purchasing, Treas	375.67
3	Quill Corporation	Human Resour, Clk, Shrf, Co Atrny, Flt Veh Main, Comm Dev&Eng, Road & Bridg, Coop Ext/4H, Assess	2,874.42
4	Quill Corporation	Shrf, Human Resour	1,716.41
5	R S Refrigeration Supply	GR Fcl Mt CH	74.49
6	Real Kleen Inc	Shrf Dtn Mnt	1,740.81
7	Riverside Nursery	GR Fcl Mt CH	294.37
8	Robert, Tori Zambai	Juv Prob	82.49
9	Rock Springs Newspapers Inc	Gen Co Admin, Capital Proj, Human Resour	910.45
55180	Rock Springs Newspapers Inc	Gen Co Admin, Grants Proj, Human Resour	4,708.57
1	Rock Springs Newspapers Inc	Gen Co Admin, Land Use	754.87
2	Rocky Mountain Wash, LLC	GR Fcl Mt CH	31.00
3	Roderick, Judy K.	Grants Proj	36.59
4	Ron's Ace Rentals	Road & Bridg	32.37
5	Servicemaster Clean 24/7	GR Fcl Mt CH	6,166.12
6	Shadow Mountain Water Of WY	Vet Services	27.00
7	Six States Distributors Inc	Road & Bridg	495.90
8	Skaggs Companies	Shrf Dtn Mnt	433.90
9	Smyth Printing Inc	Shrf Dtn Mnt, Co Atrny, Clk Dist Crt	290.17
55190	Snap On Tools	Flt Veh Main	440.40
1	Southwest Counseling Serv	Employee Ben	280.00
2	Staples Advantage - Dept	IT Dept, Clk, Comm Dev&Eng, Shrf Dtn Mnt, Human Resour, Co Atrny	1,155.21
3	Staples Advantage - Dept	Clk, IT Dept, Human Resour	5,797.56
4	Sterling Communications	Road & Bridg, Fire Marshal, Shrf, Coop Ext/4H	3,508.73
5	Sunroc Corporation	GR Fcl Mt CH	3,284.66
6	Swco Conservation District	Conservation	36,381.24
7	Sweetwater Co Treasurer	Gen Co Admin	195.72
8	Sweetwater County	Gen Accts	77,303.00
9	Sweetwater County Health	Comm Nur-Hom	121,241.83
55200	Sweetwater County Insurance	Employee Ben, Human Svcs, Intr Gv Pool	31,637.06
1	Sweetwater County Insurance	Employee Ben	245,718.38
2	Sweetwater Family Resource	Human Svcs	5,076.73
3	Sweetwater Plumbing & Heat	GR Fcl Mt CH	285.70
4	Sweetwater Transit Authority	Transport	31,250.00
5	Sweetwater Trophies	Clk Dist Crt	9.75
6	The Dunn Good Co	Road & Bridg	18.98
7	The Hon Company	Assess	1,080.83

8	The Tire Den Inc	Road & Bridg, Flt Veh Main	11,989.65
9	The UPS Store - #3042	Shrf, Co Atrny	295.47
55210	Thompson Publishing Group	Human Resour	1,595.00
1	Thybo, Teresa S	Co Atrny	67.80
2	TLO LLC	Shrf	110.00
3	Tripwire Operations Group	Shrf	887.00
4	Truenorth Steel	Road & Bridg	33,149.80
5	Tubbs MD LLC, Kennon C	Shrf Dtn Mnt	4,200.00
6	Tyler Technologies Inc	Capital Proj	31,761.66
7	U S Foods Inc	Shrf Dtn Mnt	1,717.18
8	United Site Services Of N	RS R&B Lagoo	140.08
9	University Of Utah Hospital	Vet Services	15.00
55220	University Of Wyoming	Coop Ext/4H	1,870.98
1	USFE Inc	Shrf Dtn Mnt	813.28
2	Vaughn's Plumbing & Heating	GR Fcl Mt CH	30,287.05
3	Viking-Cives Midwest Inc	Road & Bridg	17.13
4	Vision Service Plan	Human Svcs, Intr Gv Pool, Employee Ben	4,772.89
5	W S Darley & Co	Fire Marshal	1,924.13
6	Wades Refrigeration	Shrf Dtn Mnt	207.50
7	Watson, Jerna	Coop Ext/4H	310.12
8	Waukesha County Clerk	Co Atrny	4.25
9	Waxie Sanitary Supply	Flt Veh Main	183.99
55230	Weimer, Jeanie L	Shrf Emg Mgt	108.07
1	Western Wyoming College	Coop Ext/4H	8.82
2	Western Wyoming Family Pl	Human Svcs	8,661.44
3	Whisler Chevrolet Company	Flt Veh Main	150.61
4	Williams Scotsman Inc	Shrf	302.92
5	Wyoming Dept Of Transportation	Capital Proj	531.57
6	Wyoming Machinery Company	Road & Bridg	264.86
7	Wyoming Machinery Company	Road & Bridg	21,847.93
8	Young At Heart Senior Citizen	Senior Cntrs	46,985.48
9	Youth Home Inc	Human Svcs	33,500.00
55240	Zumbrennen's American Car	Road & Bridg	22.99
GRAND TOTAL			1,759,672.65

The following unlisted warrants are payroll warrants: 55027, 55043. Warrants 54800 & 54801 are payroll warrants from the previous period that were approved today.

The following bonds were placed on file:

Michael Fermelia	SWCO Solid Waste Disposal # 1/Treasurer	\$10,000.00
Josephine Ann Zakotnik	Eden-Farson Cemetery District/Treasurer	\$ 5,000.00

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**Approval of Authorized Banks for Deposit of Public Funds**

County Treasurer Robb Slaughter explained the process for formal acceptance of the applications to authorize banks for deposit of public funds. Following discussion, Chairman Johnson entertained a motion to approve the authorized banks as presented. **Commissioner Kolb so moved. Commissioner Van Matre seconded the motion.** With no discussion, the motion was approved unanimously.

**Public Hearing**

**Budget Amendment- VSO**

Accounting Manager Bonnie Phillips presented Resolution 13-06-CL-07. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the hearing was closed. **Commissioner Van Matre moved for approval of Resolution 13-06-CL-07. Commissioner Kolb seconded the motion.** With no discussion, the motion was approved unanimously.

**RESOLUTION 13-06-CL-07  
SWEETWATER COUNTY  
BUDGET AMENDMENT**

DUE to a change in employment from part time to full time amounting to \$1,076,

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:

Veterans Services – Salaries & Benefits

\$ 1,076

Revenues Increase General Fund:

Veterans Services

\$ 1,076

Dated at Green River, Wyoming this 18th day of June, 2013.

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

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**Commissioner Comments/Reports**

**Chairman Johnson**

Chairman Johnson reported that he attended a meeting called by Governor Mead to discuss wilderness study areas in the state. Chairman Johnson further reported that he attended the Pulse of Southwest Wyoming meeting which focused on education along with state legislatures and Western Wyoming Community College President Karla Leach. Chairman Johnson reported that he also attended the Wyoming County Commissioners Association Board of Directors meeting in Casper and explained that a packet is being circulated to each commissioner for review. Chairman Johnson expressed that entities involved will be splitting the cost for Capitol for the Day and requested that they be billed accordingly. Lastly, Chairman Johnson provided a letter of appreciation to the commission wishing BLM District Manager Lance Porter well on his new position as the Manager for the Utah BLM's Canyon District in Moab and questioned if the commission would like to sign. The commission concurred and expressed their appreciation to Mr. Porter for his service in Sweetwater County.

**Commissioner West**

Commissioner West explained that plans for the layout of 333 Broadway have been completed and Plan One is working on putting documents together to go out to bid and noted that asbestos abatement needs to be done. Commissioner West explained that he has been working on Roger Varley's concern relative to Point of Rocks being excluded from the 2010 Census. Commissioner West reported that he received an email from US Census Bureau Geographer Jim Castagneri that the census designated place has been reinstated for Point of Rocks. Commissioner West noted that he received a call from BCBS representative Shane Allen relative to why they lost the bid for the health insurance. Human Resource Director Garry McLean updated the commission on the insurance fee and service comparisons and addressed the concerns of employees who understood that UMR was not in the provider network for the Huntsman Cancer Center or the University of Utah noting that this information was false. Mr. McLean explained that Diversified will be visiting the county to address employee concerns on June 25, 2013.

**Commissioner Bailiff**

Commissioner Bailiff reported that he attended the STAR Transit and Clearview Improvement District meetings. Commissioner Bailiff announced that Clearview Improvement District Chairman Lee Splett retired from the board. Commissioner Bailiff expressed his displeasure relative to a citizen writing a letter to the editor regarding the commissioners violating the law with inappropriate meetings with EDF regarding wind development. The commission reiterated that the board meetings are public and welcomed residents to attend the meetings so that they can be informed.

**Commissioner Van Matre**

Commissioner Van Matre expressed his appreciation to Commissioner West and Human Resource Director Garry McLean for their work on insurance matters. Commissioner Van Matre noted that IT continues to work on the financial software and advertising will be done to fill the VSO Director vacancy due to the resignation of Denise Boudreault. Commissioner Van Matre reported that he attended the museum board meeting and visited Juvenile Probation Director Karin Kelly. Commissioner Van Matre concluded with recognition to Grants Manager Krisena Marchal for her continued work on new grants.

**Commissioner Kolb**

Commissioner Kolb reported that he attended the Airport Board meeting and noted that their master plan has been approved. Commissioner Kolb further reported that he attended meetings for Planning & Zoning and the Events Complex. Commissioner Kolb discussed the possible transfer of an unused emergency generator at the courthouse to the Events Complex. *Commissioner Kolb made the motion to*

*allow this transfer to happen as per the documents we've had a chance to review—and it's for the transfer of a Cummins GenSet Diesel 150DGFA as specified in the document.* Chairman Johnson restated the motion to authorize the transfer of the power generator from the courthouse to the events complex for use as a backup unit. **Commissioner Van Matre seconded the motion.** Following discussion, the motion was approved unanimously. Commissioner Kolb further reported that he attended the Pulse of Southwest Wyoming meeting which focused on education. Lastly, Commissioner Kolb reported on the revenue and taxation subcommittee relative to the adjustment of interest rates and grace period of the audit.

### **County Resident Concern**

Chairman Johnson opened county resident concerns. County Treasurer Robb Slaughter announced that the first 6<sup>th</sup> cent tax payment has been received from the Department of Revenue. Mr. Slaughter also announced that the full anticipated PILT payment was received in full. Hearing no further comments, the hearing was closed.

### **Break**

Chairman Johnson called for a ten minute break.

### **Action/Presentation Items**

#### **Board Appointments**

##### **Airport Board (5 year term)**

Following a straw poll, **Commissioner Kolb motioned to appoint Edward A. DeCastro to the Sweetwater County Airport Board. Commissioner Van Matre seconded the nomination.** With no discussion, the nomination was approved unanimously.

##### **Board of Health (4 Year Term)**

Following a straw poll, **Commissioner West moved to appoint Dr. David Okanao and Dr. Donald West to the Board of Health. Commissioner Kolb seconded the nomination.** With no discussion, the nomination was approved unanimously.

##### **Community Fine Arts Board (3 Year Term)**

Following a straw poll, **Commissioner Kolb motioned to appoint Brigida Blasi. Commissioner West seconded the nomination.** With no discussion, the nomination was approved unanimously.

##### **Library Board (3 Year Term)**

Following a straw poll, **Commissioner Bailiff nominated Debbie Bullock. Commissioner Van Matre seconded the nomination.** With no discussion, the nomination was approved unanimously.

##### **Memorial Hospital Board (5 Year Term)**

Following a straw poll, **Commissioner West moved to appoint Joseph Manatos to a five year term on the Memorial Hospital Board. Commissioner Kolb seconded the nomination.** With no discussion, the nomination was approved unanimously.

##### **Museum Board (3 Year Term)**

Following a straw poll, **Commissioner Van Matre moved to appoint Stan McKee to the Museum Board for a term of three years. Commissioner West seconded the nomination.** With no discussion, the nomination was approved unanimously.

##### **Parks and Recreation Board (3 Year Term)**

Following a straw poll, **Commissioner Bailiff moved to nominate Dr. Shelly R. Wall to the Parks and Recreation Board. Commissioner Kolb seconded the nomination.** With no discussion, the nomination was approved unanimously.

##### **Planning and Zoning Commission (3 Year Term)**

Following a straw poll, **Commissioner Kolb motioned to re-appoint Randy Hansen and Island Richards to the Sweetwater County Planning and Zoning Board. Commissioner Bailiff seconded the nomination.** With no discussion, the nomination was approved unanimously.

##### **Predatory Animal Board (3 Year Term)**

Following a straw poll, Chairman Johnson entertained a motion to appoint Eric M. Berg to the Predatory Animal Board. **Commissioner West so moved. Commissioner Van Matre seconded the nomination.** With no discussion, the nomination was approved unanimously.

##### **Solid Waste Board District # 2 (Bairoil) (3 Year Term)**

Following a straw poll and discussion relative to how the applications were received, Chairman Johnson entertained a motion to appoint Lowell Clawson, Craig Davidson and M. Dean Switzer. **Commissioner Bailiff so moved. Commissioner Van Matre seconded the nomination.** With no discussion, the nomination was approved unanimously.

##### **Solid Waste Board (Eden) (3 Year Term)**

Following a straw poll, Chairman Johnson entertained a motion to appoint Bob Baldwin. **Commissioner Kolb motioned to appoint Robert Baldwin. Commissioner West seconded the nomination.** With no discussion, the nomination was approved unanimously.

#### **Southwest Counseling Board (4 Year Term)**

Following a straw poll, *Commissioner West moved to approve the following for four year terms on Southwest Counseling: Bridget Giovale, Richard M. Craver, Connie Hollin and Danielle Moore. Commissioner Kolb seconded the nomination.* With no discussion, the nomination was approved unanimously.

#### **STAR Transit Authority Board (3 Year Term)**

Due to receiving no applications for consideration to the STAR Transit Board, the commission agreed that no action would be taken until the next board meeting to allow time for applicants to consider serving.

#### **Payroll Project Procedures**

Human Resource Director Garry McLean presented the payroll project bonus eligibility consideration threshold date of January 1, 2013 or March 5, 2013. Following discussion, Chairman Johnson entertained a motion to approve the March 5, 2013 threshold date. *Commissioner Bailiff so moved. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

Mr. McLean explained that the dates will be amended to reflect the approved date of March 5, 2013 on all subsequent payroll change documents. Chairman Johnson entertained a motion to accept the recommendation. *Commissioner West so moved. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

#### **Request to Re-Staff Position in VSO Office**

Human Resource Director Garry McLean explained that VSO Director Denise Boudreault recently resigned and requested authorization to re-staff the position. Following discussion, *Commissioner Van Matre moved to appoint someone to that position as soon as possible.* Chairman Johnson restated the motion to authorize the re-staffing of the position as indicated by Human Resources personnel. *Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

#### **Request to Replace Vacant Position in Detention Center**

Colonel Rick Hawkins explained that, due to an employee retiring in the detention center, they are requesting authorization to replace the food service vacancy. Following discussion, *Commissioner Bailiff so moved. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

#### **Request to Replace Vacant Position in Sheriff's Office**

Colonel Rick Hawkins explained that due to an employee retiring, they are requesting authorization to replace the patrol deputy vacancy. Following discussion, *Commissioner Bailiff so moved. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

Commissioner Bailiff questioned transferring the costs of extradition to the attorney's office.

#### **Request to Re-Staff Victim Witness Coordinator and Deputy County Attorney**

Deputy County Attorney Cliff Boevers requested to re-staff the victim witness coordinator and a deputy county attorney. Following discussion relative to the indicated deputy county attorney's salary, *Commissioner West moved to grant the request to re-staff at the existing salary and with the family health insurance benefits. Commissioner Kolb seconded the motion.* Following clarification, the motion was approved with Commissioner Bailiff voting nay.

Following discussion relative to the Victim Witness Coordinator position and verifying that the request was indeed a part time position with no benefits as well as being grant funded, *Commissioner West moved to grant the request with the following conditions: that it remains with the term of the grant and the verbiage be corrected. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

Human Resources Director Garry McLean requested clarity relative to the county insurance and the stop loss provider. Mr. McLean recommended accepting HCC as the stop loss provider for this plan year. *Commissioner West so moved. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

#### **Approval of Notification of Federal Single Audit Requirement Forms Related to the FY 2013 Single Audit**

Grants Manager Krisena Marchal presented and requested a motion to approve and authorize the Chairman to sign all notifications of federal single audit requirement forms related to the Fiscal Year 2013 single audit. Following discussion, *Commissioner West moved to approve and authorize the chairman to sign all notifications of federal single audit requirement forms related to the Fiscal Year 2013 single audit. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

#### **Break**

Chairman Johnson called for a five minute break.

#### **SkyWest Contract**

Rock Springs Sweetwater County Airport Manager Terry Doak presented the Sweetwater County-SkyWest Revenue Agreement. Following discussion, *Commissioner Kolb moved to approve the*

*Sweetwater County-SkyWest Revenue Agreement. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

**Letter of Support Concerning Water Rights in the Green River**

Due to resident Bill Taliaferro being absent from the meeting, Chairman Johnson explained that the initial request received was to provide a letter of support concerning water rights on the Green River. Following discussion, Chairman Johnson opened the meeting for public comment. Green River Mayor Hank Castillon, Senator Barraso representative Irene Parsons and Joint Powers Water Board member Don Hartley expressed their views and concerns regarding the diversion of water. Hearing no further comments, Chairman Johnson closed the public comment period. Following a lengthy discussion, ***Commissioner West moved to table indefinitely sending a letter of support, requested by Mr. Taliaferro, regarding the pipeline proposal to the Wyoming Water Development Commission. Commissioner Kolb seconded the motion.*** With no discussion, the motion was approved unanimously.

**Executive Session(s)-Personnel/Legal**

Chairman Johnson entertained a motion to enter into executive session for matters confidential by law. ***Commissioner Kolb moved to enter into executive session. Commissioner West seconded the motion.*** With no discussion, the motion was approved unanimously. A quorum of the commission was present.

After coming out of executive session, Chairman Johnson explained that no action was required.

**Planning & Zoning- Public Hearing**

**Language Amendment Zoning Resolution WECS Regulations**

Land Use Director Eric Bingham presented the language amendment regulations. Following discussion, Chairman Johnson opened the public hearing. Those present were: Noise Specialist Rick James (via Skype), Holland and Hart attorney Jenifer Scoggin, and EDF Director of Northwest Region Greg Probst. Mr. Probst and Ms. Scoggin discussed the impact of regulations; particularly noise measurements as well as language to the noise regulations and expressed concern relative to the enforceability of the regulations. Chairman Johnson recommended that any legal concerns be addressed in writing. Church of Spiritual Technology representative Clark Stith introduced New York Attorney Melody Scalfone as well as New York residents Jimmy Salamone and Ron Rondax who have been affected by wind farms. Ms. Scalfone explained that she is an attorney in upstate New York and represents 70 plus residents who have been negatively affected by the wind farm erected in Herkimer County. New York resident Jimmy Salamone provided testimony of the negative impacts that he has encountered since the erection of the wind turbines. Rock Springs Grazing Association member Don Schramm expressed his concerns relative to the regulations and how they will be applied. Hearing no further comments, the public hearing was closed. Following discussion regarding regulations, fees, and noise waiver, Mr. Bingham requested approval of the notice of intent to repeal the wind farm zoning regulations and replace with new regulations titled "Wind Energy Conversion Systems" and to amend the fees for Wind Energy Conversion Systems and to authorize the Chairman to sign. Mr. Bingham explained that, after today, there would be a 45 day comment period and, after that time, a resolution would be brought before the board for consideration. ***Commissioner Kolb made the motion. Commissioner Van Matre seconded the motion.*** With no discussion, 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. Chairman Johnson announced that the budget workshop would begin after concluding the regularly scheduled meeting.

This meeting was recorded with technical difficulty 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

\*\*\*\*\*

June 19, 2013  
Green River, WY

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

**Resolution Authorizing the Issuance by Sweetwater County, Wyoming, of Hospital Revenue Bonds for the Memorial Hospital Project**

Fruedenthal & Bonds PC Barbara Bonds presented Resolution 13-06-CC-02. Also present were Memorial Hospital CEO Jerry Klein, CFO Irene Richardson, Attorney George Lemich, Deputy County Attorney Cliff Boevers, County Clerk Dale Davis and County Treasurer Robb Slaughter. Chairman Johnson opened the public hearing. Hearing no comments, the public hearing was closed. *Commissioner West moved to approve Resolution 13-06-CC-02, a resolution authorizing the issuance by Sweetwater County, Wyoming, of its hospital revenue bond (Memorial Hospital project), series 2013b, in the principal amount of \$16,145,000, for the purpose of financing an improvement project in connection with Memorial Hospital of Sweetwater County; approving the form, terms and provisions of the bond; accepting the purchase agreement for the bond; and authorizing the members of the Board of County Commissioners and officers of the county to take any and all actions necessary to effectuate the issuance of said bond and the consummation of said transactions.* Commissioner Kolb seconded the motion. Following discussion, the motion was approved unanimously.

**RESOLUTION NO. 13-06-CC-02**

**A RESOLUTION AUTHORIZING THE ISSUANCE BY SWEETWATER COUNTY, WYOMING, OF ITS HOSPITAL REVENUE BOND (MEMORIAL HOSPITAL PROJECT), SERIES 2013B, IN THE PRINCIPAL AMOUNT OF \$16,145,000, FOR THE PURPOSE OF FINANCING AN IMPROVEMENT PROJECT IN CONNECTION WITH MEMORIAL HOSPITAL OF SWEETWATER COUNTY; APPROVING THE FORM, TERMS AND PROVISIONS OF THE BOND; ACCEPTING THE PURCHASE AGREEMENT FOR THE BOND; AND AUTHORIZING THE MEMBERS OF THE BOARD OF COUNTY COMMISSIONERS AND OFFICERS OF THE COUNTY TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE ISSUANCE OF SAID BOND AND THE CONSUMMATION OF SAID TRANSACTIONS.**

WHEREAS, Sweetwater County, Wyoming, a public body corporate and politic duly organized and existing under the laws and constitution of the State of Wyoming (the "County"), is authorized pursuant Wyo. Stat. §§ 18-8-201 and 35-2-432 (collectively, the "Act") to issue revenue bonds for the purpose of acquiring, erecting, constructing, reconstructing, improving, remodeling, furnishing or equipping Memorial Hospital of Sweetwater County in Rock Springs, Wyoming (the "Hospital") or related facilities or refunding any securities issued pursuant to any act and payable from any pledged revenues of the Hospital, when requested by the Board of Trustees of Memorial Hospital of Sweetwater County (the "Hospital Board"); and

WHEREAS, the Hospital Board, a body corporate duly constituted as a board of trustees of a county memorial hospital pursuant to Wyo. Stat. § 18-8-201, has requested that the County issue its revenue bond for the purpose of (i) constructing a medical office building adjacent to the Hospital, and (ii) paying the Costs of Issuance (as defined in the hereinafter referenced Indenture) of the revenue bond (collectively, the "Improvement Project"), pursuant to an Indenture of Trust dated as of June 1, 2013 (the "Trust Indenture"), as supplemented by a First Supplement to Indenture of Trust dated as of June 20, 2013 (the "First Supplement," and together with the Trust Indenture hereinafter collectively referred to as the "Indenture"), by and among the County, the Hospital Board and Wells Fargo Bank, National Association, as trustee (the "Trustee"), which Indenture has been previously approved by the Hospital Board and the County by separate resolutions dated June 4, 2013; and

WHEREAS, there have been presented to the Board of County Commissioners (the "Commissioners"): (i) a Purchase Agreement dated June 19, 2013 (the "Purchase Agreement") from Key Government Finance, Inc., the purchaser of the revenue bond (the "Purchaser"), and (ii) an Escrow Agreement to be dated June 20, 2013 (the "Escrow Agreement"), by and among the County, the Hospital Board, the County Treasurer and the Trustee, into which Specific Purpose Sales and Use Tax (as defined in the Indenture) collections are deposited, invested and transferred to the Trustee, on behalf of the County and the Hospital Board, in such amounts and at such times as are necessary to make payments to the Revenue Account established under the Indenture (hereinafter the foregoing being sometimes collectively referred to as the "County Documents");

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

Section 1. All action (not inconsistent with the provisions of this resolution) heretofore taken by the Commissioners and the officers of the County directed toward the financing of the Improvement Project and the issuance and sale of revenue bonds therefor be, and the same is hereby, ratified, approved, and confirmed.

Section 2. The County shall finance the cost of the Improvement Project in accordance with the provisions of the Indenture for the purposes described above.

Section 3. To defray the cost of the Improvement Project, there is hereby authorized and created an issue of hospital revenue bonds designated "Sweetwater County, Wyoming, Hospital Revenue Bond (Memorial Hospital Project), Series 2013B," in the principal amount of \$16,145,000 (the "Series 2013B Bond" or the "Bond"), issuable as one fully registered bond dated June 20, 2013, bearing interest from its date to the Final Maturity Date (September 1, 2022), at the applicable Interest Rate as provided in the First Supplement. Interest on the Bond shall be paid in quarterly installments (December 1, March 1, June 1 and September 1) commencing September 1, 2013 and continuing through and including the Final Maturity Date. Principal of the Bond shall be paid in yearly installments, as provided below, commencing September 1, 2013, and continuing on the first day of September each year through and including the Final Maturity Date:

Date	Principal Payment
September 1, 2013	\$ 820,000
September 1, 2014	1,435,000
September 1, 2015	1,490,000
September 1, 2016	1,550,000
September 1, 2017	1,615,000
September 1, 2018	1,680,000
September 1, 2019	1,745,000
September 1, 2020	1,860,000
September 1, 2021	1,935,000
September 1, 2022	2,015,000

Pursuant to the Purchase Agreement, the Bond shall be sold to the Key Government Finance, Inc. at a private sale at a purchase price equal to \$16,145,000. The Purchaser shall receive an origination fee of \$40,362.50.

Section 4. The form, terms, and provisions of the County Documents be and they hereby are approved and the County shall enter into or accept, as the case may be, the County Documents in the forms of such documents presented to the Commissioners at this meeting, with only such changes therein, if any, as are not inconsistent herewith; and the Chairman of the Commissioners (the "Chairman") is hereby authorized and directed to execute and deliver the County Documents and the County Clerk is hereby authorized and directed to affix the County seal to and to attest the Indenture.

Section 5. The form, terms, and provisions of the Series 2013B Bond, in the form contained in the Indenture, be and is hereby approved, with only such changes therein, if any, as are not inconsistent herewith; and the Chairman is hereby authorized and directed to execute the Bond by manual signature; the County Treasurer is hereby authorized and directed to countersign the Bond by manual signature; and the County Clerk is hereby authorized and directed to attest the Bond by manual signature; and the seal of the County is hereby authorized to be affixed to the Bond.

Section 6. The Chairman is hereby authorized to execute and deliver to the Trustee the written order of the County for the authentication and delivery of the Series 2013B Bond by the Trustee.

Section 7. The officers of the County shall take all action in conformity with the statutes of the State of Wyoming necessary or reasonably required to effectuate the issuance of the Series 2013B Bond, to defray the cost of the Improvement Project and for carrying out, giving effect to, and consummating the transactions contemplated by this resolution and the County Documents, including, without limitation, the execution and delivery of any closing documents to be delivered in connection with the sale and delivery of the Bond.

Section 8. The Series 2013B Bond shall not be a general obligation of the County nor shall the Bond, including interest thereon, constitute the debt or indebtedness of the County within the meaning of the constitution or statutes of the State of Wyoming. Nothing contained in this resolution, the Bond or the County Documents shall give rise to any personal or pecuniary liability of any officer, employee or agent of the County.

Section 9. After the Series 2013B Bond is issued, this resolution shall be and remain irrevocable until the Bond and the interest thereon shall have been fully paid, cancelled, and discharged.

Section 10. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 11. All bylaws, orders and resolutions, or parts thereof, inconsistent herewith and with the documents hereby approved, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any by law, order or resolution, or part thereof.

ADOPTED AND APPROVED THIS 19TH DAY OF JUNE, 2013.

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

\*\*\*\*\*

**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

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John K. Kolb, Member

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

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

ATTEST:

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

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June 27, 2013  
Green River, WY

The Board of County Commissioners met this day at 5:30 p.m. for a Public Budget Hearing with all members present. The meeting opened with the Pledge of Allegiance.

**Budget Hearing**

Accounting Manager Bonnie Phillips presented the Fiscal Year 2014 Budget and explained the amendments made. The commission offered their comments on the budget process. Chairman Johnson read aloud the resolution to provide income necessary to finance the budget and opened public comments. Hearing no comments, Chairman Johnson closed the public hearing.

**Adoption of the 2013-2014 Budget**

*Commissioner West moved to approve the resolution for the 2013-2014 budget --whereas, on the 27<sup>th</sup> day of June, 2013, this Board adopted a County Budget for the 2013-2014 fiscal year ending June 30, 2014 calling for the appropriations that we just publicly discussed, and whereas, after deducting all other cash and estimated revenue, it is necessary that the following amounts be raised by general taxation, and in order to raise such sums of money, it is necessary that levies be made for the 2013-2014 fiscal year ending June 30, 2014 as shown opposite each fund, which we also publicly discussed, and now, be it resolved by the Board of County Commissioners that the foregoing levies be made for the 2013-2014 fiscal year ending June 30, 2014. Commissioner Kolb seconded the motion. With no discussion, the motion was approved unanimously. The commission expressed their appreciation to those involved in the budgeting process.*

**RESOLUTION TO PROVIDE INCOME NECESSARY TO FINANCE BUDGET**

WHEREAS, on the 27th day of June, 2013, this Board adopted a County Budget for the 2013-2014 fiscal year ending June 30, 2014, calling for the following appropriations:

OFFICE/DEPARTMENT	SALARIES AND BENEFITS	OPERATING AND OTHER	APPROPRIATION
COMMISSIONERS	\$ 213,408	\$ 110,360	\$ 323,768
GENERAL COUNTY ADMINISTRATION	\$ 27,370	\$ 1,284,400	\$ 1,311,770
RISK MANAGEMENT	\$ -	\$ 518,796	\$ 518,796
HUMAN RESOURCES	\$ 254,173	\$ 31,902	\$ 286,075
EMPLOYEE BENEFITS	\$ -	\$ 14,000	\$ 14,000
PURCHASING	\$ 392,895	\$ 51,554	\$ 444,449
GRANTS ADMINISTRATION	\$ 110,092	\$ 10,578	\$ 120,670
ENGINEERING	\$ 396,037	\$ 42,100	\$ 438,137
IT DEPARTMENT	\$ 657,739	\$ 688,150	\$ 1,345,889
FLEET/VEHICLE MAINTENANCE	\$ 180,667	\$ 224,100	\$ 404,767
FIRE MARSHALL	\$ 358,524	\$ 134,850	\$ 493,374
JUVENILE PROBATION	\$ 363,324	\$ 27,200	\$ 390,524
ROAD AND BRIDGE	\$ 2,177,196	\$ 2,363,114	\$ 4,540,310
VETERANS SERVICES	\$ 283,641	\$ 50,095	\$ 333,736
LAND USE	\$ 480,192	\$ 74,315	\$ 554,507
FACILITIES MAINTENANCE	\$ 1,051,290	\$ 965,579	\$ 2,016,869
COUNTY CLERK	\$ 1,256,354	\$ 69,905	\$ 1,326,259
ELECTIONS	\$ 68,155	\$ 85,929	\$ 154,084
COUNTY TREASURER	\$ 679,881	\$ 93,300	\$ 773,181
COUNTY ASSESSOR	\$ 696,770	\$ 146,605	\$ 843,375
COUNTY SHERIFF	\$ 4,222,634	\$ 714,479	\$ 4,937,113
DETENTION CENTER	\$ 4,204,109	\$ 946,500	\$ 5,150,609
EMERGENCY MGT/HOMELAND	\$ 160,426	\$ 67,794	\$ 228,220
ANIMAL CONTROL	\$ 130,832	\$ 38,660	\$ 169,492
DUI SUPERVISED PROBATION	\$ 48,465	\$ 3,450	\$ 51,915
COUNTY ATTORNEY	\$ 1,867,443	\$ 237,190	\$ 2,104,633
COUNTY CORONER	\$ 140,891	\$ 95,400	\$ 236,291
CLERK OF DISTRICT COURT	\$ 533,218	\$ 169,400	\$ 702,618
<b>CORE COUNTY</b>	<b>\$ 20,955,726</b>	<b>\$ 9,259,705</b>	<b>\$ 30,215,431</b>
<b>CAPITAL PROJECTS</b>	<b>\$ -</b>	<b>\$ 2,213,652</b>	<b>\$ 2,213,652</b>
<b>GRANT PROJECTS</b>	<b>\$ -</b>	<b>\$ 3,780,857</b>	<b>\$ 3,780,857</b>

AGENCY	APPROPRIATION
CASTLE ROCK HOSPITAL	\$ 150,000
FAMILY PLANNING	\$ 20,000
HOSPICE	\$ 98,000
VIRS	\$ 121,212
YWCA	\$ 340,548
BOYS&GIRLS CLUB OF SW CO	\$ 60,000
FAMILY RESOURCE CENTER	\$ 53,832
FOOD BANK	\$ 19,000
YOUTH HOME	\$ 201,000
<b>HUMAN SERVICES</b>	<b>\$ 1,063,592</b>
GOLDEN HOUR SENIOR CENTER	\$ 264,519
YOUNG AT HEART SENIOR CTR	\$ 301,550
<b>SENIOR CENTERS</b>	<b>\$ 566,069</b>
<b>TITLE 25</b>	<b>\$ 367,000</b>

SKYWEST AIRLINES INC SUBSIDY	\$	241,164
STAR	\$	131,100
TRANSPORTATION	\$	372,264
CONSERVATION DISTRICT	\$	266,646
COOPERATAIVE EXTENSION/4H	\$	118,945
PUBLIC DEFENDER	\$	190,000
TREATMENT COURT	\$	8,000
RED DESERT ROUNDUP RODEO	\$	10,000
EDEN VALLEY IMPROVEMENT DIST	\$	40,000
SPECIAL DISTRICTS	\$	40,000
SWEETWATER MEDICS	\$	260,367
SW CO DISTRICT HEALTH DPT	\$	1,267,510
RS SWC AIRPORT	\$	361,984
RS GR SW CO-COMB COMM JPB	\$	673,123
JT POWER BOARDS AND DISTRICTS	\$	2,302,617

FUND	APPROPRIATION
GENERAL COUNTY	\$ 41,815,440
EVENTS COMPLEX	\$ 4,809,224
LIBRARY FUND	\$ 3,733,201
COUNTY MUSEUM FUND	\$ 444,085
COUNTY RECREATION FUND	\$ 838,658
COUNTY MENTAL HEALTH	\$ 13,825,359
HOSPITAL MAINTENANCE	\$ 909,629
COUNTY HOSPITAL	\$ 60,050,308
SWEETWATER INSURANCE	\$ 5,974,460
INMATE ENTERPRISE FUND	\$ 90,000
JAIL/MAINTENANCE/OPERATIONS	\$ 481,549
CDC TAX FUND – BUILDING IMPROVEMENTS	\$ 1,839,275
CDC TAX FUND – OPERATIONS AND MAINTENANCE	\$ 12,245
CO ROAD FUND FUEL TAX	\$ 3,021,991
AIRLINE SUBSIDY CONTR	\$ 1,914,000
COUNTY ROAD FUND	\$ 200,000
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 139,959,424</b>

FUND	APPROPRIATION
2011 CASH CARRYOVER	\$ 2,722,798
GEN CO CASH RESERVE	\$ 350,000
CASH RESERVE	\$ 2,000,000
CAPITAL REPLACEMENT RESERVE	\$ 8,352,189
CASH CARRY OVER	\$ 3,000,000
ECONOMIC DEV INFRASTR	\$ 111,162
FY 2011 RESERVES	\$ 6,217,589
2012 CASH CARRYOVER	\$ 3,151,622
RESERVED FOR FUTURE OPERATIONS/CAPITAL	\$ 2,179,657
2013 CASH CARRYOVER	\$ 5,000,000
RESERVED FOR ELECTION EQUIPMENT	\$ 258,020
RESERVED FOR BUILDINGS AND IMPROVEMENTS	\$ 3,164,121
<b>TOTAL RESERVES GENERAL COUNTY</b>	<b>\$ 36,507,158</b>

FUND	APPROPRIATION
INSURANCE CASH RESERVE	\$ 418,393

AND WHEREAS, after deducting all other cash and estimated revenue, it is necessary that the following amounts be raised by general taxation, and in order to raise such sums of money, it is necessary that levies be made for the 2013-2014 fiscal year ending June 30, 2014 as shown opposite each fund:

	TAX REQUIRMENT AMOUNT	TAX MILL LEVY		TAX REQUIRMENT AMOUNT	TAX MILL LEVY
GENERAL COUNTY FUND	\$27,122,433	9.351204	COUNTY MUSEUM FUND	\$265,210	0.091438
COUNTY EVENTS COMPLEX FUND	\$ 1,969,775	0.679134	COUNTY RECREATION FUND	\$500,845	0.172680
COUNTY LIBRARY FUND	\$ 3,286,087	1.132969	COUNTY MENTAL HEALTH FUND	\$751,080	0.258955
HOSPITAL - MAINTENANCE	\$ 909,629	0.313620			

NOW, BE IT RESOLVED by the Board of County Commissioners that the foregoing levies be made for the 2013-2014 fiscal year ending June 30, 2014.

Dated this 27th day of June, 2013.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

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

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

ATTEST:

John K. Kolb, Member

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

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

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

\*\*\*\*\*

**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

ATTEST:

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

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

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

\*\*\*\*\*

	DATE	AMOUNT
EAL	6/20/2013	6,101.41
EAL	6/20/2013	1,413.59
EAL	6/21/2013	48,160.67
EAL	6/26/2013	22,721.60
EAL	6/26/2013	273,417.38
EAL		
EAL		
EAL		

Payroll Net

Payroll Checks :

TOTAL AMOUNT                      \$351,814.65

Vouchers in the above amount are hereby approved and ordered paid this date of 07/02/2013

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

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

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

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

Attest:

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

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

	DATE	AMOUNT
EAL	6/28/2013	602,702.09
EAL		

Payroll Net 930,899.57 Payroll Checks : 54800-54801,55027,55043,55300,55340-55389

TOTAL AMOUNT \$1,533,601.66

Vouchers in the above amount are hereby approved and ordered paid this date of 07/02/2013

\_\_\_\_\_  
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**

**7-2-13**

**1. Sheriff**

THE BOARD OF COUNTY COMMISSIONERS  
FOR SWEETWATER COUNTY, WYOMING

---

Wally J. Johnson, Chairman

---

Gary Bailiff, Member

---

John K. Kolb, Member

Attest:

---

Donald Van Matre, Member

---

Steven Dale Davis, County Clerk

---

Reid O. West, Member



**Authorization for Bonds**

**7-2-13**

Gayle Johnson	Eden Valley Cemetery District- Secretary	\$ 5,000.00
Lisa M. Tarufelli	RS, GR, SWCO Combined Communications Joint Powers Board- 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

## **Sally Shoemaker**

---

**From:** Dale Davis - County Clerk  
**Sent:** Monday, June 24, 2013 5:04 PM  
**To:** Sally Shoemaker  
**Cc:** Dale Davis - County Clerk; Vickie Eastin  
**Subject:** Oath of Office  
**Attachments:** 20130624165809194.pdf

Please find attached an Oath of Office for the Commissioners to approve to be filed with the County Treasurer

Thanks.

***Dale Davis, County Clerk  
Sweetwater County Clerk's Office  
80 West Flaming Gorge Way, Suite 150  
Green River, WY 82935***

***Ph: (307) 872-3732 Green River  
Ph: (307) 922-5208 Rock Springs  
Fx: (307) 872-3994  
Ph: (307) 872-3765 Direct Line***

Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 53919694

That we Gail Johnson,

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

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

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

Dated this 19th day of April, 2013.

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

in the Eden Valley Cemetery District,

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

August 11, 2014.

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



Gail Johnson  
Principal

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

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

On this 19th day of April, 2013, 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.

S. PETRIK  
NOTARY PUBLIC  
SOUTH DAKOTA  
My Commission Expires August 11, 2016

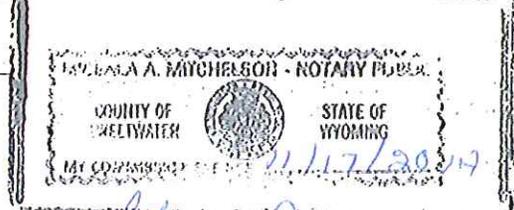
*S. Petrik*  
Notary Public

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.

*Hail Johnson*

State of Wyoming }  
County of Sweetwater } ss



This Oath of Office was subscribed and sworn to before me by *Hail Johnson* on this 19 day of June, 2013. My commission expires:

*Michaela Mitchelson*  
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }  
County of Sweetwater } ss

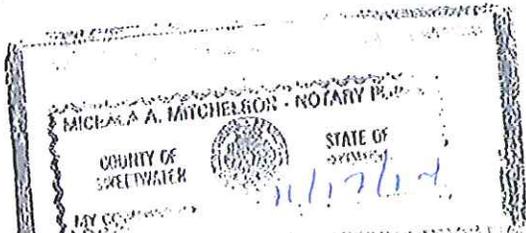
On this 19 day of June, 2013, before me, personally appeared

*Hail Johnson*, 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

*ku* free act and deed.

My commission expires

*11/17*, *14* *Michaela Mitchelson*  
Notary Public, Wyoming



Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 54932372

That we Lisa M. Tarufelli

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 City of Rock Springs, the State of Wyoming, in the penal

sum of Fifty Thousand and 00/100 DOLLARS (\$ 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 25th day of March, 2013.

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, 2013, and ending

July 18, 2014.

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. Tarufelli  
Principal

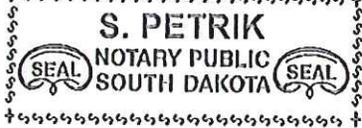
WESTERN SURETY COMPANY  
By Paul T. Brullat  
Paul T. Brullat, Senior Vice President

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

On this 25th day of March, 2013, 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.



S. Petrik  
Notary Public

My Commission Expires August 11, 2016

OATH OF OFFICE

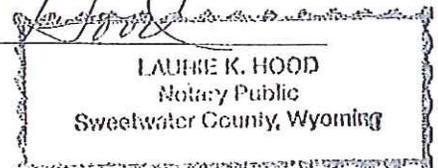
I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the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

Lisa M. Taruffelli

State of Wyoming }  
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Lisa M. Taruffelli  
on this 24th day of June, 2013.  
My commission expires: Nov. 23, 2015

Lauree K. Hood  
Notary Public, Wyoming



ACKNOWLEDGMENT OF PRINCIPAL

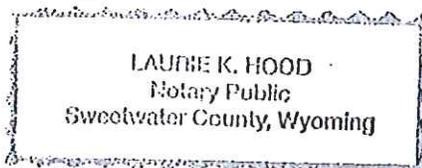
THE STATE OF WYOMING }  
County of Sweetwater } ss

On this 24th day of June, 2013, before me, personally appeared

Lisa M. Taruffelli, 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 her free act and deed.

My commission expires  
Nov. 23, 2015

Lauree K. Hood  
Notary Public, Wyoming



Authorization For Abate/Rebate of Ad Valorum Taxes								
				July 2, 2013				
NOVC	TAXPAYER	ACCOUNT	TAX DIST	VALUATION	TAX YEAR	ADJUSTMENT	REASON	A/R NUMBER
	GREEN RIVER HALL	140326	251	-1,425	2008	-108.44	OUT OF BUSINESS	
	GREEN RIVER HALL	140326	251	-1,398	2009	-103.42	OUT OF BUSINESS	
	GREEN RIVER HALL	140326	251	-1,272	2010	-95.32	OUT OF BUSINESS	
	GREEN RIVER HALL	140326	251	-1,176	2011	-88.40	OUT OF BUSINESS	
	GREEN RIVER HALL	140326	251	-1,098	2012	-80.48	OUT OF BUSINESS	
2013-0184	ANADARKO E&P CO LLP	63960	101	-2,776	2012	-188.14		
2013-0199	FIDELITY EXPLORATION &	63945	100	-5,320	2012	-337.60		
2013-0142	BP AMERICA PROD CO	62880	100	-115,682	2010	-7,390.23		
2013-0142	BP AMERICA PROD CO	62883	200	-856	2010	-57.28		
2013-0144	BP AMERICA PROD CO	62880	100	-39,470	2010	-2,521.50		
2013-0167	MERIT ENERGY CO	59367	102	-11,167	2010	-803.04		
2013-0167	MERIT ENERGY CO	59370	200	-39,617	2010	-2,650.97		
2013-0169	MERIT ENERGY CO	59367	102	-2,539	2010	-182.59		
2013-0169	MERIT ENERGY CO	57841	100	-14,962	2010	-955.83		
2013-0236	BP AMERICA PROD CO	62880	100	-438	2010	-27.98		
2013-0256	BP AMERICA PROD CO	62880	100	-338,848	2010	-21,646.97		
2013-0227	KOCH EXPLORATION CO	149592	200	-4,497	2012	-293.64		
2013-0219	GMT EXPLORATION CO	135464	101	-3,992	2010	-269.99		
2013-0261	EOG RESOURCES INC	131955	200	-138,336	2010	-9,256.75		
2013-0249	YATES PETROLEUM CORP	55562	100	-50,969	2007	-3,196.47		
2013-0249	YATES PETROLEUM CORP	55562	100	-30,948	2008	-1,952.45		
2013-0249	YATES PETROLEUM CORP	55562	100	-124,668	2009	-7,830.65		
2013-0266	CHEVRON USA INC	62892	100	-37,424	2010	-2,390.80		
2013-0229	WHITING PETROLEUM CO	135462	100	-8,171	2010	-521.99		
2013-0229	WHITING PETROLEUM CO	135469	100	-6,602	2010	421.76		
2013-0258	CHEVRON USA INC	62892	102	-22,886	2010	-1,645.78		
2013-0405	MERIT ENERGY CO	59369	150	-716,540	2010	-52,797.53		
2013-0405	MERIT ENERGY CO	59368	120	-224,347	2010	-14,736.00		
2013-0405	MERIT ENERGY CO	59309	150	-4,002,003	2010	294,883.59		
2013-0405	MERIT ENERGY CO	59308	120	-1,275,450	2010	-83,776.66		

<b>STEVEN DALE DAVIS</b>								
<b>ATTEST</b>				<b>COMMISSIONER</b>				
				<b>COMMISSIONER</b>				
				<b>COMMISSIONER</b>				
				<b>COMMISSIONER</b>				
				<b>COMMISSIONER</b>				

## Sweetwater County Board Appointments

### STAR TRANSIT

3 YEAR TERM

2 VACANCIES DUE TO EXPIRING TERMS OF:

Kathy Gilbert

Steve Shea

### ELIGIBLE FOR RE-APPOINTMENT

Kathy Gilbert

Steve Shea

Yes	No

### New Applicant(s)-

n/a

Yes	No

RECEIVED

JUN 20 2013

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:

I've been on this board & would like to continue to serve

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: KATHY GILBERT

Address: 1314 10TH ST  
City, State: ROCK SPRINGS, WY 82901

Phone: 389 2324

E-mail: kleeegilbert@msn.com

### APPLICANT SIGNATURE:

Kathy Gilbert

Date: 6-20-13

### 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

# 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: \_\_\_\_\_

I would like to be re appointed to the STAR Board as I feel we have done great thing with increasing our transit program and I would like to continue to service on this Board

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: Steve Shea

Address: 802 Bushnell Ave

City, State: Rock Springs WY 82901

Phone: 307-350-5954

E-mail: sjshea@wyoming.com

APPLICANT SIGNATURE:

Steve Shea (per phone call) Date: 6/26/13

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

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: 7/2/2013	Presenters Name: Krisena Marchal
Department or Organization: County Grants Admin	Contact Phone and E-mail: (307) 872-6470 marchalk@sweet.wy.us
Exact Wording for Agenda: Approval of the FY 2014 TANF/CPI Grant Contracts	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Action item - 5 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes - by the Chairman
Additional Information:	
REQUESTED ACTIONS:	
(1) Motion to approve, and authorize the Chairman to sign,	
the FY 2014 TANF/CPI Grant Contract	
between the Wyoming Department of Family Services	
and Sweetwater County	
(2) Motion to approve, and authorize the Chairman to sign,	
the FY 2014 TANF/CPI Subgrantee Grant Contract	
between Sweetwater County	
and CLIMB Wyoming	

CB  
6/30/2013

**CONTRACT BETWEEN  
THE WYOMING DEPARTMENT OF FAMILY SERVICES  
AND  
SWEETWATER COUNTY COMMISSIONERS**

1. **Parties.** The parties to this Contract are the Wyoming Department of Family Services (Agency), whose address is: 2300 Capitol Avenue, Third Floor, Cheyenne, WY 82002, and Sweetwater County Commissioners (Contractor), whose address is 80 West Flaming Gorge Way, Green River, WY 82935.
  
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall operate the Temporary Assistance For Needy Families Community Partnership Initiative (TANF/CPI), a community plan which will provide a continuum of services to Sweetwater County families as outlined in Attachment A, attached and incorporated herein by reference.
  
3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of the Contract is from Effective date or October 1, 2013, whichever is later, through September 30, 2014. All services shall be completed during this term.

By law, contracts for professional or other services must be approved as to form by the Attorney General and approved by A&I Procurement, Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

4. **Payment.** The Agency agrees to pay the Contractor for the services described in Section 5 and Attachment A, which is attached to and made part of this Contract by this reference. Total payment under this Contract shall not exceed Fifty Thousand Dollars (\$50,000.00). Payment shall be made quarterly. Payment shall be made upon submission of invoice pursuant to Wyo. Stat. § 16-6-602 along with the required quarterly report. No payment shall be made for work performed before the Effective Date of this Contract. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.

When the Contractor is working outside their home town at a location requiring an overnight stay, the Contractor shall be reimbursed at the rates set out at Wyo. Stats. § 9-3-102 and 9-3-103.

**A. Travel.**

**Air Travel.** The Agency agrees to reimburse the Contractor's air travel expenses related to official business for the performance of this Contract. Air travel shall be paid based on actual costs, supported by a copy of the original receipt with the invoice. Contractor must select the lowest airfare (fares available in the market at

the time of booking at least fourteen (14) days in advance to attain the lowest possible airfare). Fares booked less than fourteen (14) days in advance will only be reimbursed at seventy (70) percent of the actual airfare incurred by the Contractor. Contractor shall book coach class fares for all domestic travel. Fares above coach class are not reimbursable. Agency will code these items so that it reports them to the State Auditor as items which should be included on Form 1099-MISC.

Personal Vehicle. Mileage driven for official business for the performance of this Contract shall be reimbursed up to the rate of "the current State rate" per mile based on standard map mileage and or mileage from "[mapquest.com](http://mapquest.com)" for town to town mileage. In and around town mileage is not reimbursable; and/or

Car Rental. The Agency agrees to reimburse the Contractor's car rental expenses related to the official business for the performance of this Contract. Car rental expenses shall be paid based on actual cost, supported by a copy of the original receipt with the invoice. Contractor must select the lowest rate up to a compact car rate. Agency will not reimburse the Contractor for car rental above the compact car rate without prior approval of the Agency Contract Manager or the Chief Financial Officer. Car rental expenses in addition to the basic rate are not reimbursable (insurance, fuel, damage, returning to a different location). Agency will code these items so that it reports them to the State Auditor as items which should be included on Form 1099-MISC.

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**B. Lodging.**

The Agency agrees to reimburse Contractor's lodging expenses related to the official business for the performance of this Contract. Lodging expenses shall be reimbursed at a rate up to the federal lodging rate. If there is no lodging available at the federal lodging rate, the Contractor shall solicit three (3) bids and select the lowest bid. Contractor shall only invoice the Agency for the basic room rate, taxes and lodging fees. Agency will code these items so that it reports them to the State Auditor as items which should be included on Form 1099-MISC. The Agency is not responsible for charges such as alcohol, telephone, mini-bars, movies and gratuity. Contractor shall reserve rooms in advance to obtain the lowest rate.

**C. Meals.**

The Agency agrees to reimburse the contractor for meal expenses related to official business for the performance of this contract. Contract will invoice the Agency for meals under the federal per diem rate for the location. Agency does not reimburse for individual meals. For the day of departure and the day of return, per diem is paid at seventy-five (75) percent of the federal rate. Agency will code these items so that it reports them to the State Auditor as items which should be included on Form 1099-MISC.

**5. Responsibilities of Contractor.** The Contractor agrees to:

**A.** Ensure communitywide collaboration in planning and implementation efforts.

- B. Implement and evaluate effective, research-based programs and strategies.
  - C. Provide services that will assist families in moving toward self-sufficiency.
  - D. Enhance sustainability of community efforts beyond the funding period.
  - E. Be responsible for carrying out the program described in Attachment A.
  - F. Bill the Agency quarterly for participants that meet TANF eligibility.
  - G. Provide quarterly program performance reports which will list the clients served, address program outcomes, effectiveness, successes, challenges, performance measures and goals as defined in Attachment A.
  - H. Their reporting shall be sufficient to provide an audit trail for state or federal auditors to determine accuracy of direct and indirect costs. Reports shall be submitted within thirty (30) days following the end of the quarter.
  - I. Not use funds to purchase non-tangible assets or to purchase or lease equipment.
  - J. Not use funds to provide cash to individuals served by the program.
  - K. Obtain prior approval from the Agency for all budget changes which deviate from the submitted budget (Attachment A).
- 
- L. Provide the Agency two (2) copies of its most recent single program audit if federal funds from all sources exceed Five Hundred Thousand Dollars (\$500,000.00) and most recent financial audit if a single program audit is not applicable. These documents must be submitted within thirty (30) days from receipt of such document. Failure to comply with this provision could delay payment for services. This requirement exists even after contract expiration if funds from this Contract are part of the audit or financial statement.

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

- A. Pay Contractor in accordance with Section 4 above. Available federal funds shall be paid to Contractor upon quarterly invoice and receipt and approval of any required quarterly report.
- B. Instruct Contractor on eligibility for TANF funding.
- C. Be responsible for monitoring quarterly invoices and quarterly reports for accuracy and to ensure they meet the requirements of TANF and this Contract.

7. **Special Provisions.**

- A. **Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding either administrative or program dollars, due to the Contractor's

failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.

- B. Environmental Policy Acts.** Contractor agrees all activities under this agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. Human Trafficking:** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
  - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this agreement. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this agreement, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this agreement that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this agreement; and, to observe personnel in every phase of performance of the related work.
- G. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the

grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.

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

- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this agreement, shall be paid by either party
- I. Publicity.** Any publicity given to the 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 Contractor and related to the services and work to be performed under this agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this agreement, Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at [www.epls.gov](http://www.epls.gov). Further, Contractor agrees to notify Agency by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.
- K. Administration of Federal Funds.** Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of OMB Circulars A-102 and/or 2 C.F.R. Part 215; the cost principles set forth in OMB Circulars A-21, A-87 or A-122 and 48 C.F.R. Part 31; the audit requirements of OMB Circular A-133; and all applicable regulations published in the Code of Federal Regulations or other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Contractor acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this agreement; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this agreement. Contractor must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this agreement.
- M. Federal Audit Requirements.** Contractor agrees that if it expends an aggregate amount of five hundred thousand dollars (\$500,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB

Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this Grant, Contractor shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

**N. Non-Supplanting Certification.** Contractor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Contractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.

**O. Program Income.** Contractor shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Agency.

**8. General Provisions.**

**A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

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**B. ~~Applicable Law/Venue.~~** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

**C. Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof for collateral for any financial obligation without the prior written permission of the Agency.

**D. Audit/Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data and records of the Contractor which are pertinent to this Contract.

**E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination

under this section. This provision shall not be construed to permit the Agency to terminate this Contract to acquire similar services from another party.

- F. **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
  - G. **Certificate of Good Standing.** Contractor shall provide to Agency a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs before and during performing work under this Contract, if applicable.
  - H. **Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
  - I. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and not release such information to a third party unless directed to do so by Agency.
- 
- J. **Entirety of Contract.** This Contract, consisting of eleven (11) pages, and Attachment A, Temporary Assistance For Needy Families Community Partnership Initiative Grant Application, consisting of ten (10) pages, represent(s) the entire and integrated Contract between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.
  - K. **Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
  - L. **Extensions/Renewals.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
  - M. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- N. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.
- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail, facsimile, e-mail or delivery in person at the address(es) provided under this Contract. Notice provided by facsimile or e-mail shall be delivered as follows:
- 
- Agency: Wyoming Department of Family Services, Attention: Corrine Livers, [Corrine.livers@wyo.gov](mailto:Corrine.livers@wyo.gov), and 307-777-6276.
- Contractor: Sweetwater County Commissioners, Attention: Wally J. Johnson, [davis@sweet.wy.us](mailto:davis@sweet.wy.us), and 307-872-3994.
- Q. Notice and Approval of Proposed Sale or Transfer.** The Contractor shall provide the Agency with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract. If the Agency determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its option, terminate or renegotiate the Contract.
- R. Ownership and Destruction of Documents/Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information/documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be

secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.

- S. Patent or Copyright Protection.** The Contractor 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 Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- U. Proof of Insurance.** Contractor is protected by the Wyoming Governmental Claims Act and is a member of the Local Government Liability Pool (LGLP), Wyo Stat. § 1-39-101, et. seq. and Wyo. Stat. § 1-42-201, and shall provide a letter verifying its participation in the LGLP to the Agency.
- V. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- W. Sovereign Immunity.** The State of Wyoming and Agency do not waive sovereign immunity by entering into this Contract and the Contractor does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. §1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- X. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- Y. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated

by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

- Z. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
  
- AA. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
  
- BB. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
  
- CC. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

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

**AGENCY:**

Wyoming Department of Family Services

\_\_\_\_\_  
Steve Corsi, Director

\_\_\_\_\_  
Date

**CONTRACTOR:**

Sweetwater County Commissioners

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

\_\_\_\_\_  
Date

**ATTEST:**

Sweetwater County Clerk

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

\_\_\_\_\_  
Date

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

*Marion Yoder #101205*  
\_\_\_\_\_  
Marion Yoder, Senior Assistant Attorney General

*May 31, 2013*  
\_\_\_\_\_  
Date

**FY 2014 TANF/CPI SUBGRANTEE GRANT CONTRACT  
BETWEEN  
SWEETWATER COUNTY  
AND CLIMB WYOMING**

1. **Parties.** The parties to this Contract are Sweetwater County (Agency), whose address is: 80 West Flaming Gorge Way, Suite 19, Green River, Wyoming 82935, and CLIMB Wyoming (Contractor), whose address is 1001 West 31<sup>st</sup> Street, Cheyenne, Wyoming, 82001.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall operate the Temporary Assistance For Needy Families Community Partnership Initiative (TANF/CPI), a community plan which will provide a continuum of services to Sweetwater County families as outlined in Attachment A, attached and incorporated herein by reference.
3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of the Contract is from Effective date or October 1, 2013, whichever is later, through September 30, 2014. All services shall be completed during this term.
4. **Payment.** The Agency agrees to pay the Contractor for the services described in Section 5 and Attachment A, which is attached to and made part of this Contract by this reference. Total payment under this Contract shall not exceed Fifty Thousand Dollars (\$50,000.00). Payment shall be made quarterly. Payment shall be made upon submission of invoice along with the required quarterly report. No payment shall be made for work performed before the Effective Date of this Contract. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.

When the Contractor is working outside their home town at a location requiring an overnight stay, the Contractor shall be reimbursed at the rates set out at Wyo. Stats. § 9-3-102 and 9-3-103.

**A. Travel.**

**Air Travel.** The Agency agrees to reimburse the Contractor's air travel expenses related to official business for the performance of this Contract. Air travel shall be paid based on actual costs, supported by a copy of the original receipt with the invoice. Contractor must select the lowest airfare (fares available in the market at the time of booking at least fourteen (14) days in advance to attain the lowest possible airfare). Fares booked less than fourteen (14) days in advance will only be reimbursed at seventy (70) percent of the actual airfare incurred by the Contractor. Contractor shall book coach class fares for all domestic travel. Fares above coach class are not reimbursable.

Personal Vehicle. Mileage driven for official business for the performance of this Contract shall be reimbursed up to the rate of "the current State rate" per mile based on standard map mileage and or mileage from "[mapquest.com](http://mapquest.com)" for town to town mileage. In and around town mileage is not reimbursable; and/or

Car Rental. The Agency agrees to reimburse the Contractor's car rental expenses related to the official business for the performance of this Contract. Car rental expenses shall be paid based on actual cost, supported by a copy of the original receipt with the invoice. Contractor must select the lowest rate up to a compact car rate. Agency will not reimburse the Contractor for car rental above the compact care rate without prior approval of the Agency Grant Contract Manager. Car rental expenses in addition to the basic rate are not reimbursable (insurance, fuel, damage, returning to a different location).

**B. Lodging.**

The Agency agrees to reimburse Contractor's lodging expenses related to the official business for the performance of this Contract. Lodging expenses shall be reimbursed at a rate up to the federal lodging rate. If there is no lodging available at the federal lodging rate, the Contractor shall solicit three (3) bids and select the lowest bid. Contractor shall only invoice the Agency for the basic room rate, taxes and lodging fees. The Agency is not responsible for charges such as alcohol, telephone, mini-bars, movies and gratuity. Contractor shall reserve rooms in advance to obtain the lowest rate.

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**C. Meals.**

The Agency agrees to reimburse the contractor for meal expenses related to official business for the performance of this contract. Contract will invoice the Agency for meals under the federal per diem rate for the location. Agency does not reimburse for individual meals. For the day of departure and the day of return, per diem is paid at seventy-five (75) percent of the federal rate.

**5. Responsibilities of Contractor.** The Contractor agrees to:

- A. Ensure communitywide collaboration in planning and implementation efforts.
- B. Implement and evaluate effective, research-based programs and strategies.
- C. Provide services that will assist families in moving toward self-sufficiency.
- D. Enhance sustainability of community efforts beyond the funding period.
- E. Be responsible for carrying out the program described in Attachment A.
- F. Bill the Agency quarterly for participants that meet TANF eligibility.
- G. Provide quarterly program performance reports which will list the clients served, address program outcomes, effectiveness, successes, challenges, performance

measures and goals as defined in Attachment A.

- H. Their reporting shall be sufficient to provide an audit trail for state or federal auditors to determine accuracy of direct and indirect costs. Reports shall be submitted within thirty (30) days following the end of the quarter.
- I. Not use funds to purchase non-tangible assets or to purchase or lease equipment.
- J. Not use funds to provide cash to individuals served by the program.
- K. Obtain prior approval from the Agency for all budget changes which deviate from the submitted budget (Attachment A).
- L. Provide the Agency two (2) copies of its most recent single program audit if federal funds from all sources exceed Five Hundred Thousand Dollars (\$500,000.00) and most recent financial audit if a single program audit is not applicable. These documents must be submitted within thirty (30) days from receipt of such document. Failure to comply with this provision could delay payment for services. This requirement exists even after contract expiration if funds from this Contract are part of the audit or financial statement.

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

- A. Pay Contractor in accordance with Section 4 above. Available federal funds shall be paid to Contractor upon quarterly invoice and receipt and approval of any required quarterly report.
- B. Instruct Contractor on eligibility for TANF funding.
- C. Be responsible for monitoring quarterly invoices and quarterly reports for accuracy and to ensure they meet the requirements of TANF and this Contract.

7. **Special Provisions.**

- A. **Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Contractor agrees all activities under this agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking:** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
  - (i) Engages in severe forms of trafficking in persons during the period of time

that the award is in effect;

- (ii) Procures a commercial sex act during the period of time that the award is in effect; or
- (iii) Uses forced labor in the performance of the award or subawards under the award.

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

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

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

**G. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.

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

**H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this agreement, shall be paid by either party

**I. Publicity.** Any publicity given to the 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 Contractor and related to the services and work to be performed under this agreement, shall

identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

- J. Suspension and Debarment.** By signing this agreement, Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at [www.epls.gov](http://www.epls.gov). Further, Contractor agrees to notify Agency by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.
- K. Administration of Federal Funds.** Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of OMB Circulars A-102 and/or 2 C.F.R. Part 215; the cost principles set forth in OMB Circulars A-21, A-87 or A-122 and 48 C.F.R. Part 31; the audit requirements of OMB Circular A-133; and all applicable regulations published in the Code of Federal Regulations or other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Contractor acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this agreement; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this agreement. Contractor must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this agreement.
- M. Federal Audit Requirements.** Contractor agrees that if it expends an aggregate amount of five hundred thousand dollars (\$500,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this Grant, Contractor shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** Contractor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Contractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- O. Program Income.** Contractor shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant

funds distributed under this agreement must be used to increase the scope of the program or returned to Agency.

**8. General Provisions.**

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. Applicable Law/Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit/Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data and records of the Contractor which are pertinent to this Contract.
- 
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Agency to terminate this Contract to acquire similar services from another party.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Certificate of Good Standing.** Contractor shall provide to Agency a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs before and during performing work under this Contract, if applicable.
- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and not release such information to a third party unless directed to do so by Agency.
- J. Entirety of Contract.** This Contract, consisting of eleven (11) pages, and Attachment A, Temporary Assistance For Needy Families Community Partnership Initiative Grant Application, consisting of ten (10) pages, represent(s) the entire and integrated Contract between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.
- K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- L. Extensions/Renewals.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- N. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or

representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail, facsimile, e-mail or delivery in person at the address(es) provided under this Contract. Notice provided by facsimile or e-mail shall be delivered as follows:

Agency: Sweetwater County, Attention: Krisena Marchal,  
[marchalk@sweet.wy.us](mailto:marchalk@sweet.wy.us), and 307-872-6470.

Contractor: CLIMB Wyoming, Attention: Ray Fleming Dinneen,  
[ray@climbwyoming.org](mailto:ray@climbwyoming.org), and 307-778-4126.

- Q. Notice and Approval of Proposed Sale or Transfer.** The Contractor shall provide the Agency with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract. If the Agency determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its option, terminate or renegotiate the Contract.

- R. Ownership and Destruction of Documents/Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information/documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.

- S. Patent or Copyright Protection.** The Contractor 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 Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

- T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming

State Auditor shall not draw warrants for payment on this Contract until this Contract has been reduced to writing, approved as to form by the Sweetwater County Attorney's Office.

**U. Proof of Insurance.** Contractor shall not commence work under this Contract until Contractor has obtained the following insurance coverages and provided the corresponding certificates of insurance or the certificates of good standing:

(i) Workers' Compensation and Employers' Liability Insurance. The Contractor shall provide proof of workers' compensation coverage pursuant to the Wyoming Workers' Safety and Compensation program, if statutorily required, or such other workers' compensation insurance as appropriate.

(ii) Professional Liability or Errors and Omissions Liability Insurance. The Contractor shall provide proof of professional liability insurance or errors and omissions liability insurance to protect the State, Department of Family Services and Agency from any and all claims arising from the Contractor's alleged or real professional errors, omissions or mistakes in the performance of professional duties in an amount not less than Five Hundred Thousand Dollars (\$500,000).

(iii) All policies required under this Contract shall be in effect for the duration of this Contract and project. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance policies and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Agency.

(iv) Agency as Additional Insured. All insurance policies required by this Contract, except workers' compensation, shall name the Agency as an additional insured, and shall contain a waiver of subrogation against the Agency, its agents and employees. Contractor shall provide, upon request, a copy of an endorsement providing this coverage.

(v) Agency's Right to Reject. The Agency and State reserves the right to reject a certification of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This would include, but is not limited to, insurance companies with an "omit" rating in the A.M. Best insurance rating guide.

**V. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming and Agency do not waive sovereign immunity by entering into this Contract and the Contractor does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. §1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be

construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

**X. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

**Y. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

**Z. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

**AA. Time is of the Essence.** Time is of the essence in all provisions of this Contract.

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**BB. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

**CC. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

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

**AGENCY:**  
Sweetwater County

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

\_\_\_\_\_  
Date

**CONTRACTOR:**  
CLIMB Wyoming

\_\_\_\_\_  
Ray Fleming Dinneen, Executive Director

\_\_\_\_\_  
Date

**ATTEST:**  
Sweetwater County Clerk

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Clifford Boevers, Deputy County Attorney

\_\_\_\_\_  
Date





**City of Rock Springs**  
Police Department  
221 C Street  
Rock Springs, WY 82901

Phone 307-352-1581  
Fax 307-352-1580

June 25, 2013

In 2009, The Rock Springs Police Department, the Sweetwater County Sheriff's Department, and the Green River Police Department began pursuing the Federal Edward Byrne Memorial Justice Assistance Grants (JAG). The 2009 through 2012 grants have been utilized for the Combined Communications Center consoles and security equipment, and mobile data equipment for public safety vehicles.

The agencies have actively pursued all available funding avenues to keep expenditures at a minimum to the local community and through these grants have utilized \$527,738 to date.

The FY 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) allocated Federal funding to the Sweetwater County area Law Enforcement for collaborative projects and further declared Sweetwater County a disparate county.

The funding allocated for 2013 is as follows.

- Sweetwater County                      \$0
- City of Green River                      \$19,237
- City of Rock Springs                      \$21,099

The FY 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) allocated the three entities a total of \$ 40,336. The JAG funds will be utilized for continuing the wireless mesh project for the City of Rock Springs public safety network and installing security equipment (cameras and metal detectors) for the City of Green River's Police Facility.

Sincerely,

Mike Lowell  
Chief of Police

Enclosure

## 2013 WYOMING JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2013 JAG funding, as determined by the JAG formula. If your jurisdiction is listed with another city or county government in a shaded area, you are in a funding disparity. In this case, the units of local government must develop a Memorandum of Understanding (MOU) and apply for an award with a single, joint application.

Finding your jurisdiction:(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.(2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.

Counties that have an asterisk (\*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report: <https://www.bja.gov/Publications/JAGTechRpt.pdf>.

For JAG Frequently Asked Questions, please refer to BJA's JAG webpage: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

WY	LARAMIE COUNTY	County	\$12,721	
WY	CHEYENNE CITY	Municipal	\$31,260	\$43,981
WY	NATRONA COUNTY	County	*	
WY	CASPER CITY	Municipal	\$24,667	\$24,667
WY	SWEETWATER COUNTY	County	*	
WY	GREEN RIVER CITY	Municipal	\$19,237	
WY	ROCK SPRINGS CITY	Municipal	\$21,099	\$40,336
WY	WIND RIVER TRIBE	Tribal	\$18,849	
<b>Local total</b>			<b>\$127,833</b>	

**Interlocal Agreement**

**Between the City of Rock Springs, the City of Green River and the County of Sweetwater,  
Wyoming.**

**Justice Assistance Grant (JAG) Program Award 2013**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the County of Sweetwater, acting by and through its governing body, Sweetwater County Commission, hereinafter referred to as "County" and the City of Rock Springs, acting by and through its governing body, the Rock Springs City Council, hereinafter referred to as "City of Rock Springs", and the City of Green River, acting by and through its governing body, the Green River City Council, hereinafter referred to as "City of Green River", all within the County of Sweetwater, State of Wyoming, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental function hereunder, shall make that performance of those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions performed under this agreement: and

WHEREAS, the FY 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) award from the Bureau of Justice Assistance, (BJA) allocates available funding based on UCR Part 1 crime within their jurisdictions and for JAG purposes, these entities remain a partner receiving funds and must be a signatory on a required Memorandum of Understanding (MOU) or Agreement.

WHEREAS, the FY 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) allocated the funding as follows.

- Sweetwater County                      \$0
- City of Green River                      \$19,237
- City of Rock Springs                      \$21,099

\*<https://www.bja.gov/programs/jag/13jagallocations.html>

NOW THEREFORE, the County, the City of Green River and the City of Rock Springs agree as follows:

**Section 1.**

The County will receive \$0 of the JAG Funds.

**Section 2.**

The City of Green River will receive \$19,237 of the JAG funds.

**Section 3.**

The City of Rock Springs will Receive \$21,099 of the JAG funds.

**Section 4.**

The City of Rock Springs will be the Administrator of the Grant request and allocation.

**Section 5.**

The JAG funds will be utilized for continuing the wireless mesh project for the City of Rock Springs public safety network and installing security equipment (cameras and metal detectors) for the City of Green River's Police Facility.

**Section 6.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party.

**Sections 7.**

The parties to this agreement do not intend for any third party to obtain a right by virtue of this agreement.

**Section 8.**

By entering into this agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this agreement shall not create any rights in any party not a signatory hereto.

**City of Rock Springs, Wyoming**

**Sweetwater County, Wyoming**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Commissioner

Attest:

Attest:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**City of Green River, Wyoming**

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Witness



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

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

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

3. **Term of Grant Agreement and Required Approvals.** This Grant Agreement shall commence upon the date the last signature is affixed hereto. All construction services shall be completed by June 30, 2015, unless an extension is approved by WBC. This grant agreement shall terminate on June 30, 2018, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This agreement may be extended when, in the sole discretion of the WBC, circumstances require an extension. Any extension shall be done by written amendment.

4. **Payment.** WBC agrees to grant monies to Grantee for performance of the Project, as invoices are submitted for work done in connection with the Project, completed in accordance with the requirements of this Agreement and the BRC program. The total payment to Grantee under this Grant Agreement shall not exceed one million five hundred thousand dollars (\$1,500,000) (“Grant”). Payment will be made following Grantee’s delivery to WBC of invoices detailing services performed in connection with the Project in a form satisfactory to WBC. Payment shall be made from WBC’s BRC budget pursuant to the schedule shown on Attachment B hereto. No payment shall be made for any services performed in connection with the Project prior to the date upon which the last required signature is affixed to this Grant Agreement.

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

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

7. **Special Provisions.**

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

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

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

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

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

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

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

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

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

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

**D. Monitor Activities.** The WBC shall have the right to monitor all Project related activities of the grantee. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe personnel in every phase of performance of the Project.

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

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

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

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

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

## **8. General Provisions**

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

**B. 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. Grantee shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of WBC.

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

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

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

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

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

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

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

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

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

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

**N. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. §27-9-105 et seq.), the Americans with Disabilities Act, (ADA), 42 U.S.C. §12101, et seq., and the Age Discrimination Act of 1975 ~~and/or any properly promulgated rules and regulations related thereto and shall not discriminate~~ against any individual on the grounds of age, sex, color, race, religion, origin, or disability in connection with the performance under this agreement.

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

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

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

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

**S. Sovereign Immunity.** The State of Wyoming and WBC do not waive sovereign immunity by entering into this Agreement and the Grantee does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

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

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

**V. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant Agreement shall operate only between the parties to this Grant Agreement, and shall inure solely to the benefit of the parties to this Grant Agreement. The provisions of this Grant Agreement are intended only to assist the parties in determining and performing their obligations under this Grant Agreement.

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

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

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

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

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

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

**WYOMING BUSINESS COUNCIL**

\_\_\_\_\_  
Robert K. Jensen, Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Molly Spangler, Director  
Investment Ready Communities

\_\_\_\_\_  
Date

**SWEETWATER COUNTY**

\_\_\_\_\_  
Wally J. Johnson, Chairman  
Sweetwater County Commissioners

\_\_\_\_\_  
Date

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

S. Jane Caton # 101529

S. Jane Caton  
Senior Assistant Attorney General

6-4-13

Date

**COUNTY ATTORNEY APPROVAL AS TO FORM**

Clifford Boenen, for Deputy for Brett Johnson  
Brett L. Johnson  
Sweetwater County Attorney

6/20/2013

Date

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

Grantee will receive the sum of \$1,500,000 of the Business Ready Community (BRC) program funds. Grantee will, in turn, use the funds to upgrade a 12-mile portion of County Road 4-23 to allow for Ur-Energy through its wholly-owned subsidiary, Lost Creek ISR, LLC, to construct its first in-situ recovery uranium mine in the Great divide Basin in Sweetwater County.

The project will allow Ur-Energy and other area companies safe and reliable access into the area. Sweetwater County will own the infrastructure and through a development agreement Ur-Energy will be responsible for maintenance of the infrastructure. Ur-Energy will purchase a motor-grader and pick-up truck, provide maintenance and snow removal on County Roads 4-22, 4-23, and 4-63. The revenue saved by the county will be approximately \$452,100 over the first five years of the project.

A total of 46 full time jobs and additional ancillary jobs are expected to be created over a three year period as a result of the project. Employment and wage creation data will be provided by the Grantee to the WBC.

The project is more particularly described in the BRC application received by the WBC on December 3, 2012, and the Contingency and Development Agreement made November 6, 2012 by and between the Grantee and Lost Creek ISR, LLC.

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Upon completion of construction of this project, Grantee will be required to provide the WBC a letter from Grantee's attorney confirming:

- Grantee has followed all procurement standards have been followed as per W.S. § 15-1-113 and W.S. § 16-6-101 et. Seq.
- Grantee has followed the Wyoming Preference Act (W.S. § 16-6-201 through 16-6-206);
- Verification of the number of jobs created, types of positions, and wages for each position.

Grantee will be required to provide a letter from a qualified engineer certifying the construction completion of the project and that all required construction standards were adhered to during the construction of this project.

Grantee will be required to provide information as requested by the State of Wyoming, by and through the WBC, about job creation, uses for revenue saved, additional investments, future industrial development in area, recruitment of related industry sector businesses, and other business development efforts.

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

<b>Projected Grant Expenditure Schedule for Sweetwater County</b>			
<b>DESCRIPTION</b>	<b>BRC</b>	<b>MATCH</b>	<b>TOTAL</b>
		<b>Cash (Ur-Energy)</b>	
<b>Non Construction Costs</b>	\$99,000	\$11,000	<b>\$110,000</b>
<b>Construction Costs</b>	\$1,401,000	\$155,667	<b>\$1,556,667</b>
<b>Total Project Cost</b>	<b>\$1,500,000</b>	<b>\$166,667</b>	<b>\$1,666,667</b>

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

This grant is incrementally funded as costs are incurred according to the above Projected Grant Expenditure Schedule. The WBC will release funds only after payment vouchers or invoices approved by the Grantee are submitted to the WBC. After receipt of cash requests and billing documentation, the WBC will pay the amounts of invoices at ninety percent (90%). Verification of all in-kind contributions must be submitted to the WBC.

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

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

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

**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)

Contingency & Development Agreement between Sweetwater County, Wyoming and Lost Creek ISR, LLC  
BRC Business Committed Grant Application for Upgrades to County Road 4-23 (Wamsutter-Crooks Gap Road)

Page 1 of 5

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.

City of Lost Creek Development Agreement Between Sweetwater County, Wyoming and Lost Creek BP, LLC  
and Business Committed Grant Agreement for Upgrades to County Road 4-23 (Marquette Creek to Big Horn)

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: marchak@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

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City of Energy & Development Agreement Between Sweetwater County, Wyoming and Lost Creek, LLC  
100 Business Committed Grant Application for Upgrades to County Road 4-23 (Wardner Creek Gap Road)

Page 4 of 5

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

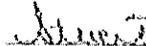
The effective date of this Agreement is the latest signature date affixed to this page.

SWEETWATER COUNTY, by and through:

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

11/2/12  
Date

ATTEST:

  
Steven Erik Davis  
County Clerk



11/6/12  
Date

Lost Creek ISR, LLC, by and through:

  
Steven J. Hatton  
President  
Lost Creek ISR, LLC

11/6/12  
Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM

  
Cliff Roberts  
Deputy County and Prosecuting Attorney

11/6/12  
Date

Contingency & Development Agreement between Sweetwater County, Wyoming and Lost Creek ISR, LLC  
SWEETWATER COUNTY COMMISSIONERS' OFFICE APPLICATION FOR UPGRADABLE COUNTY ROAD 4-23 (UR-ENERGY) DEVELOPMENT

Page 5 of 5

STEVEN ERIK DAVIS, CLERK of SWEETWATER COUNTY WY Page 5 of 5





1515 NINTH STREET, SUITE A  
 ROCK SPRINGS, WYOMING 82901  
 PHONE: (307) 362-7519  
 FAX: (307) 362-7569  
 E-MAIL: email@jfc-wyo.com

**TRANSMITTAL MEMO**

PROJ. NO: 8624      PROJECT: 17.6A      DATE: 6-24-13

TO: John Radosevich, P.E.  
 80 W. Flaming Gorge Way  
 Suite 23  
 Green River, WY 82935

FROM: Rob Gerrard, P.E.

FAX: 307-872-3991      PHONE: 307-872-3920

METHOD:	<input type="checkbox"/>	USPS: Standard Mail	<input type="checkbox"/>	UPS: Next Day Air	<input type="checkbox"/>	UPS: Ground
	<input type="checkbox"/>	USPS: Certified Mail	<input type="checkbox"/>	UPS: 2 <sup>nd</sup> Day Air	<input checked="" type="checkbox"/>	Hand Delivered
PURPOSE:	<input type="checkbox"/>	E-mail	<input type="checkbox"/>	Client Pick-Up	<input type="checkbox"/>	Other:
	<input checked="" type="checkbox"/>	For review	<input type="checkbox"/>	For your use	<input type="checkbox"/>	Mark and return
	<input type="checkbox"/>	As requested	<input type="checkbox"/>	Other:	<input type="checkbox"/>	

QTY	DATE	IDENTIFICATION	DESCRIPTION
1			Consent for reclamation
1			County Tax map showing area
1			Portion of Risk map
1			Aerial
			Insurance Forms

REMARKS:

John,

Here is the area we are wanting to mitigate soon. We typically drill on a 35' pattern but utilities usually change this. As we previously discussed AML will provide mine subsidence insurance for a year. I have enclosed information for insurance. Please sign the consent and the insurance form. We will do a detailed visual inspection of the bridge prior to any work being performed. If you have any questions please let me know.

Rob.

**SURFACE OWNER  
CONSENT FOR RECLAMATION - NO LIEN  
AML PROJECT NUMBER: 17.6A**

AML SITE NUMBER OR NAME: 17.6A-Bridge on Blairtown Connector Road

AML PROJECT OFFICER: Jeff Meena

AML CONSULTANT: JFC Engineers and Surveyors

I/we, the Owner(s) (Owner) of record of the following described property located in Sweetwater County, Wyoming:

4-51 250 feet to the east of intersection with Quealy Road and 600 feet of Right-of-way or

(Metes and Bounds Description, Mineral Claim Name, Etc.)

Total Acreage to Be Reclaimed: 0.5 Acres

Hereby grant to the Wyoming Department of Environmental Quality, Abandoned Mine Lands Division (AML), its Consultants, and Contractors, the right to enter upon the above described property to restore, reclaim, abate, control or prevent the adverse effects of mining practices in accordance with plans approved by AML as submitted for the Owners' review by JFC Engineers and Surveyors (AML Consultant).

Entry, reclamation and abatement work, if any, performed by AML, its Consultants or Contractors, is pursuant to the authority granted in W.S. § 35-11-1201 through 35-11-1209.

This consent to enter upon the above-described property is granted for the length of time necessary to complete the reclamation work and to monitor and conduct maintenance, if necessary, of the reclaimed site for approximately three years thereafter subject to the Owners' continued ownership and use of the property.

It is understood that no lien will be placed on this property as it has been waived in accordance with W.S. § 35-11-1206 (see reverse).

If the Owner requests, AML will add private landowner as an additional insured on the Consultant's and the Contractor's insurance policies.

In granting consent to this entry, the Owner does not waive any rights conferred upon the Owner by virtue of the language contained in W.S. § 35-11-1201 through § 35-11-1209. In granting consent the Owner agrees to manage the reclaimed areas consistent with the post reclamation land use and to assist AML with the routine maintenance and protection of these areas. AML will be responsible for major repairs and major maintenance items. If the Owner finds any areas that may require major repairs or maintenance, the Owner will notify AML of the need for such repair or maintenance.

OWNER/s: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER/s: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER'S AGENT\*/s: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER'S MAILING ADDRESS: \_\_\_\_\_

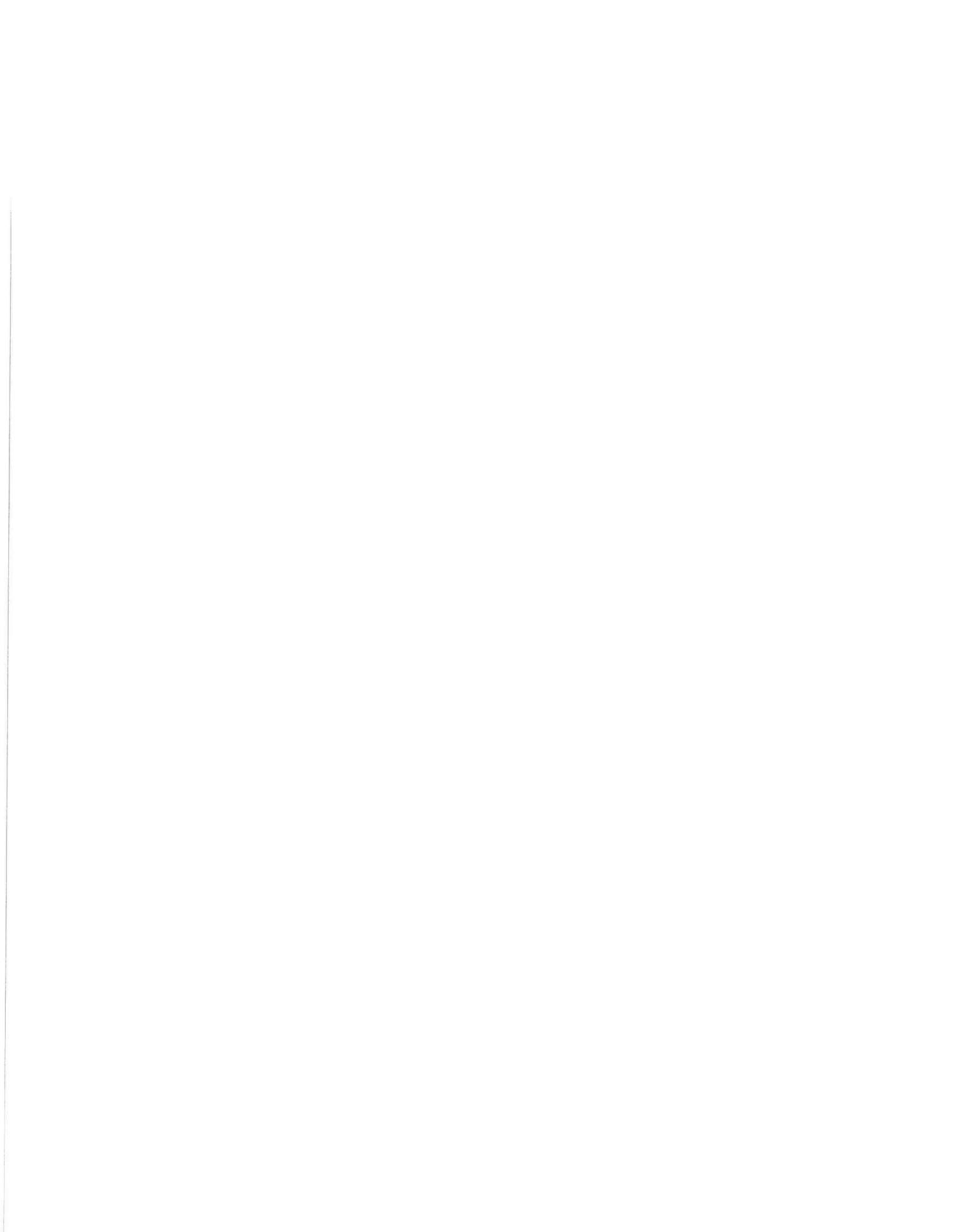
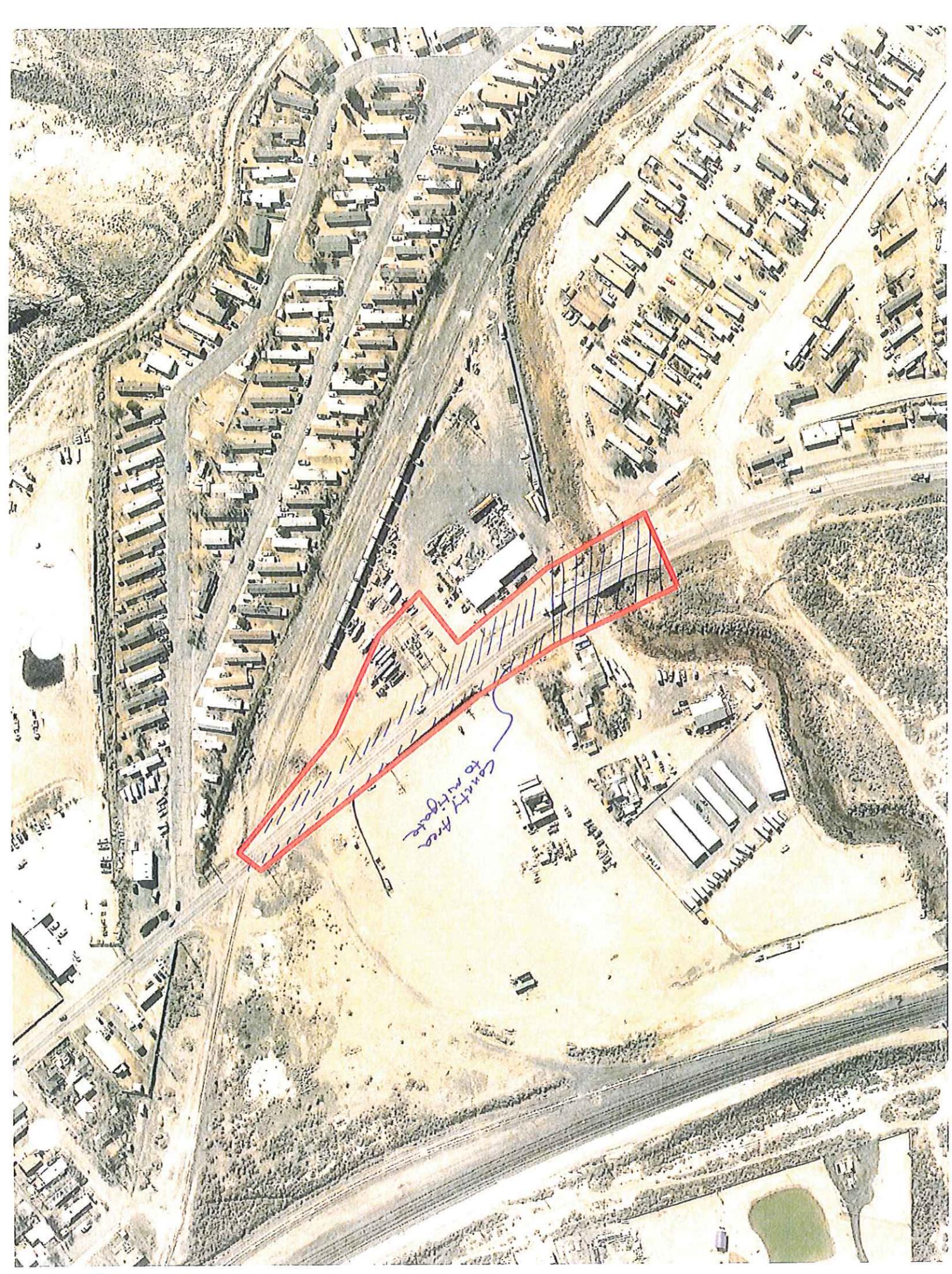
OWNER'S TELEPHONE: \_\_\_\_\_

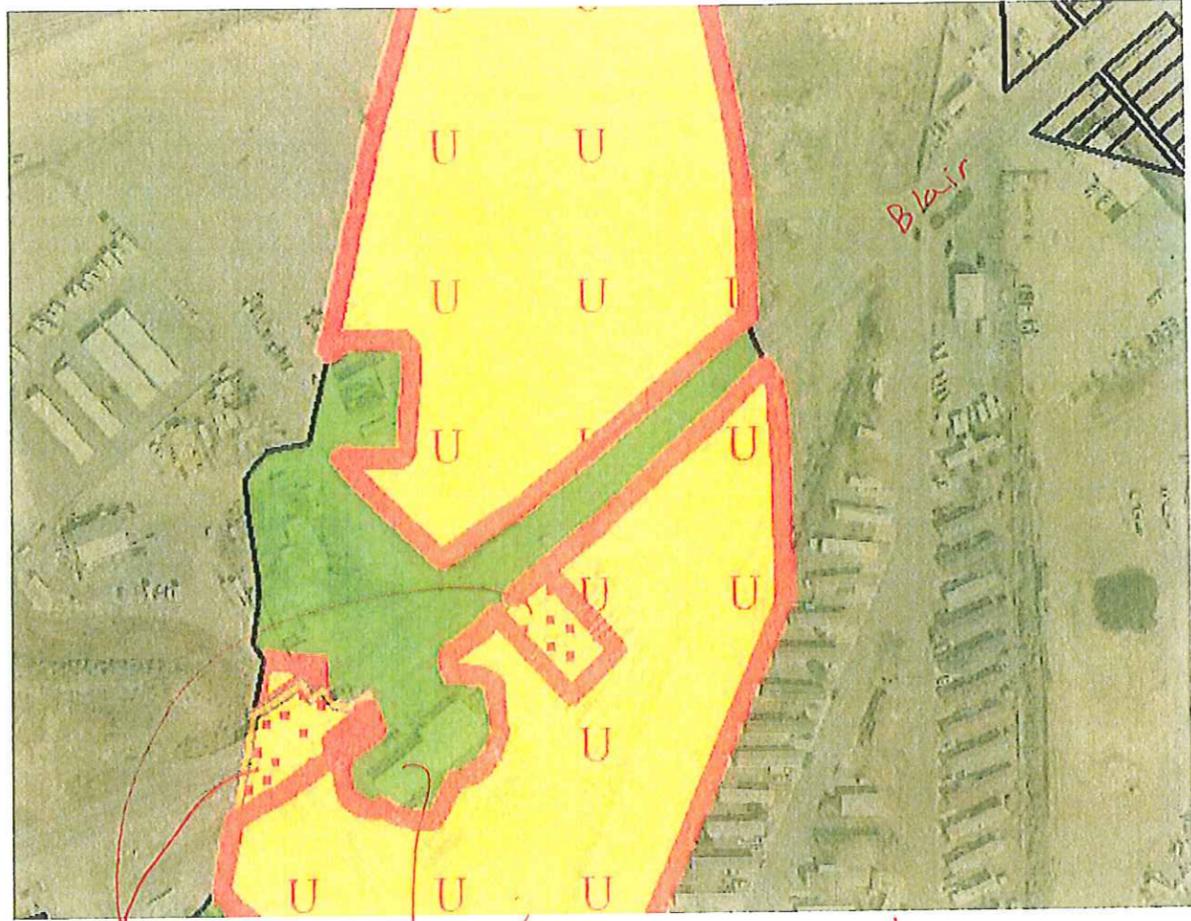
Wyoming Department of Environmental Quality, Abandoned Mine Lands Division

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
AML Consultant

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

\*A copy of the signing representative's authorization must be attached to this form.





Significant

High Risk undeveloped

Mitigated Low

Subsidence Risk Map

Q. How do I file a claim?

A. Claim forms are available from the Wyoming Mine Subsidence Insurance Program or if in Rock Springs from the local AML representative. Claims must be submitted to the WMSIP within ninety days from the time damage occurs but cannot be submitted after the termination date of the policy. After submitting a completed claim form, the WMSIP will have an engineer investigate the claim and determine if the damage was caused by mine subsidence. If requested, the engineer will also prepare a cost estimate if the damage is a result of a mine subsidence event.

Q. If I am not required by my mortgage company to carry mine subsidence insurance can I cancel my policy at any time?

A. Yes, a thirty day written notice is required to cancel the insurance. Any refund of premium due upon cancellation will be paid on a pro-rata basis.

### MINE SUBSIDENCE INSURANCE ANNUAL PREMIUMS

<u>Coverage</u>	<u>Residential</u>	<u>Commercial</u>
\$ 90,000	180	270
100,000	200	300
110,000	220	330
120,000	240	360
130,000	260	390
140,000	280	420
150,000	300	450
160,000	320	480
170,000	340	510
180,000	360	540
190,000	380	570
200,000	400	600
225,000	450	675
250,000	500	750
275,000	550	825

### You owe it to yourself to find out more about mine subsidence insurance.

You have too much at stake to delay obtaining the protection you need. Find out today how you can be covered for the threat of mine subsidence and have peace of mind for pennies a day.

**The Wyoming Mine  
Subsidence Insurance Program**  
Herschler Building, 4 West  
122 West 25th Street  
Cheyenne, WY 82002

1-800-510-0283 (in Wyoming)  
1-307-777-6190 (outside Wyoming)  
1-307-352-2564 (in Rock Springs)

Jan. 2010

### THE WYOMING MINE SUBSIDENCE INSURANCE PROGRAM

Operated through the  
Department of Environmental  
Quality  
Abandoned Mine Land Division

**1-800-510-0283**

THE WYOMING  
MINE SUBSIDENCE  
INSURANCE PROGRAM  
Herschler Building, 4 West  
122 West 25th Street  
Cheyenne, WY 82002  
(307) 777-6190  
(800) 510-0283



Matthew H. Mead  
Governor

Bill Locke  
Insurance Manager

Sharon Jenkins  
Insurance Program Specialist

**ABANDONED MINE LAND DIVISION SUBSIDENCE MITIGATION PROGRAM**  
**APPLICATION FOR MINE SUBSIDENCE INSURANCE**

**AML PROJECT NAME & NUMBER:** \_\_\_\_\_

**BRIEF DESCRIPTION OF WORK:** \_\_\_\_\_

**NAME OF OWNER:** \_\_\_\_\_

**ADDRESS OF PROPERTY INSURED:** \_\_\_\_\_  
Street City Zip

**MAILING ADDRESS IF DIFFERENT:** \_\_\_\_\_  
Street or P. O. Box City, State Zip

**TELEPHONE:** \_\_\_\_\_  
Home Work Cell

**MORTGAGEE:** \_\_\_\_\_  
Name Street or P. O. Box City, State Zip

Dwelling to be insured:  Residential  Commercial

Does the Structure currently have subsidence insurance?  Yes  No

Construction Type:  Masonry  Wood/Masonry  Wood  Other

Fair Market Value: \$ \_\_\_\_\_ Date of Construction \* \_\_\_\_\_

Mobile Home  Yes  No How is it anchored to ground? \_\_\_\_\_

Basement  Yes  No If yes, is it finished?  Yes  No

Any detached Structure to be Insured?  Yes  No If yes, describe: \_\_\_\_\_

Amount of Insurance: Dwelling \$ \_\_\_\_\_ Subsidence Premium \$ \_\_\_\_\_  
Detached Structure \$ \_\_\_\_\_ Subsidence Premium \$ \_\_\_\_\_  
Detached Structure \$ \_\_\_\_\_ Subsidence Premium \$ \_\_\_\_\_

Total Annual Premium \$ \_\_\_\_\_  Paid by Individual  Paid by Contractor

I certify that I have reviewed this application for mine subsidence insurance and that the answers contained herein are complete and correct to the best of my knowledge. I understand and agree that an external and internal inspection of the property described in this application will be made for purposes of documenting any existing subsidence damage, and that any such damage or damage sustained prior to the effective date of the insurance coverage will not be covered. I understand that this coverage is provided in accordance with the conditions of the Abandoned Mine Reclamation Program regulations, Chapter V.

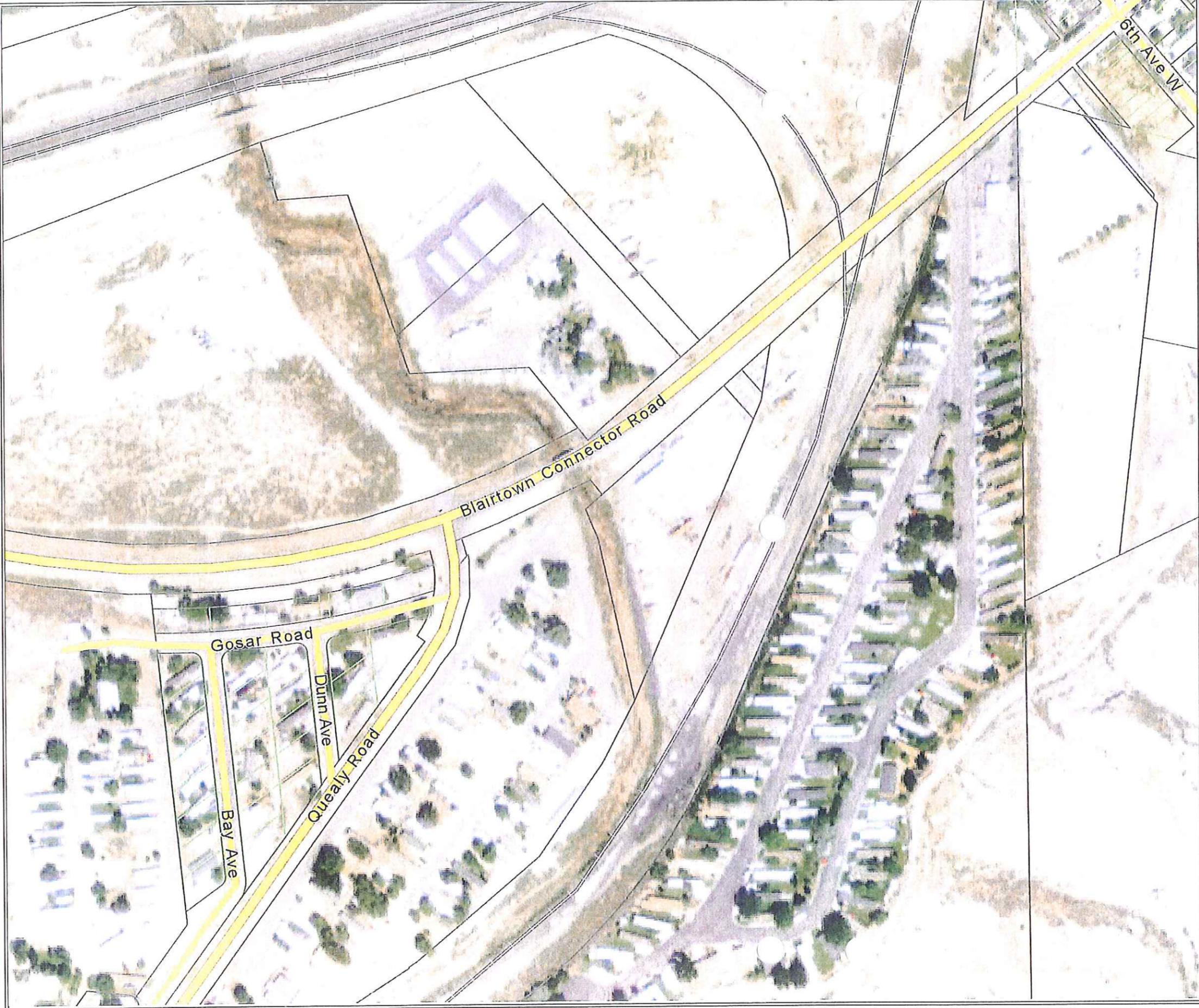
Signature

Date

A Certificate of Insurance will be sent to the owner once the insurance is formally processed.

Attachment - Chapter V Insurance Rules and Regulations

\* If insured dwelling was constructed after January 1, 1987, the insured must provide evidence that the dwelling was designed and constructed to tolerate anticipated adverse effects of mine subsidence if dwelling is constructed in an area of mine subsidence risks.



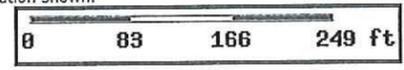
### Sweetwater County Wyoming MapServer

Enter text you would like to print here. This layout is designed for 11"x17" landscape printing. You can change page size and scale by clicking on the scale bar below.

-  Wyoming Highway
-  US Highway
-  Railroad
-  Tax Parcel
- 2012 Aerial Photography



Sweetwater County provides this map for illustrative purposes only and assumes no liability for actions taken by users based on information shown.



Monday, June 24, 2013





# INDO AMERICAN ENGINEERING, INC. CONSULTING ENGINEERS

P.O. BOX 1813 • ROCK SPRINGS, WYOMING 82902-1813 • TELE: 307-362-2680 • FAX 307-362-2682  
EMAIL ADDRESS: [contact@indoamengg.com](mailto:contact@indoamengg.com) WEBSITE: <http://www.indoamengg.com>

June 26, 2014  
Page 1 of 3

Mr. John P. Radosevich, P.E., County Engineer  
Sweetwater County Engineer's Office  
80 West Flaming Gorge Way  
Green River, WY 82935

Project No. SC-129

Reference: Year 2013 Various Sweetwater County Paved Roads Paint  
Striping and Miscellaneous Work Project

Subject: Cost Estimate and Schedule of Prices for Engineering and  
Construction Management Services

Dear Mr. Radosevich:

Indo American is hereby submitting a break down of Engineering (Design Development Phase, Construction Documents and Bidding Phase) and Construction Management (Contract Administration and Project Management Phase) Services Cost Estimate and Schedule of Prices to prepare Drawings, Bid Proposal, Special Provisions, and Technical Specifications for the Year 2013 Various Sweetwater County Paved Roads Paint Striping Project.

If you have any question, please do not hesitate to call us.

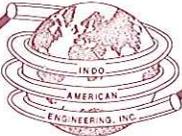
Thank you very much for your co-operation and consideration.

Sincerely,

Indo American Engineering, Inc.  
Dinesh P. Sheth, President

DPS/ds

Encl:



June 26, 2014

Page 2 of 3

Mr. John P. Radosevich, P.E., County Engineer  
Office of Sweetwater County Engineer  
Project No. SC-129

Reference: Year 2013 Various Sweetwater County Paved Roads  
Paint Striping and Miscellaneous Work Project

Subject: Engineering and Construction Management Services  
Cost Estimate and Schedule of Prices

ROUGH COST ESTIMATE FOR PROFESSIONAL SERVICES

FOR ENGINEERING SERVICES

(DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENT & BIDDING PHASE)

Reference: Engineering Tasks

- (a) Preparing Drawings and Specifications
- (b) Prepared Bid Documents, Advertisement and Pre-Bid
- (c) Bid Award, etc..

ITEM	DESCRIPTION	HOURS	RATE	TOTAL
1	Reg. Engineer	4 hrs	\$100.00/hr	\$00,400.0
2	Sr. Engineering	40 hrs.	\$80.00/hr	\$03,200.0
3	Specification	40 hrs.	\$78.00/hr	\$03,120.0
4	Sr. Draftsman	32 hrs.	\$72.00/hr	\$02,304.0
5	Clerical Services	24 hrs.	\$40.00/hr	\$00,960.0
6	MISCELLANEOUS -			
	Mileage (Approximate)	500 mi	\$02.00/mi	\$01,000.0
	Xerox, Fax, Postage, etc.	L/S	L/S	\$01,400.0

ENGINEERING SERVICES ---- SUB-TOTAL |\$12,384.0

FOR CONSTRUCTION MANAGEMENT (FIELD INSPECTION)

(CONTRACT ADMINISTRATION & PROJECT MANAGEMENT PHASE)

Reference: Construction Management Task

- (a) Construction Management Services (Pre-construction Meetings, Scheduling, etc.)
- (b) Construction Inspection,
- (c) Final punch list and completion

ITEM	DESCRIPTION	HOURS	RATE	TOTAL
1	Reg. Engineer	4 hrs	\$100.00/hr	\$00,400.0
2	Sr. Engineering	56 hrs.	\$80.00/hr	\$04,480.0
3	Sr. Field Inspection	184 hrs.	\$72.00/hr	\$13,248.0
4	Clerical Services	40 hrs.	\$40.00/hr	\$01,600.0
5	MISCELLANEOUS -			
	Mileage	2500 mi	\$02.00/mi	\$05,000.0
	Xerox, Fax, Postage, etc	L/S	L/S	\$01,800.0

CONSTRUCTION MANAGEMENT (FIELD INSPECTION) SUB-TOTAL \$26,528.0

PROFESSIONAL SERVICES --- TOTAL ----- |\$38,912.0

June 26, 2014  
Page 3 of 3

Mr. John P. Radosevich, P.E., County Engineer  
Office of Sweetwater County Engineer  
80 West Flaming Gorge Way  
Green River, WY 82935

Project No. SC-129

Reference: Year 2013 Various Sweetwater County Paved Roads  
Paint Striping and Miscellaneous Work Project

Subject: Engineering and Construction Management Services  
Cost Estimate and Schedule of Prices

SCHEDULE OF PRICES

FIELD ENGINEERING:

CHIEF OF PARTY-----\$55.00/HR.  
TWO MEN LEVEL CREW-----\$60.00/HR.  
TWO MEN EDM CREW-----\$100.00/HR.  
EACH ADDITIONAL CREWMAN-----\$35.00/HR.

OFFICE ENGINEERING:

REGISTERED ENGINEER/SURVEYOR/ARCHITECT/GEOLOGIST-----\$100.00/HR.  
SPECIALIZED ENGINEER (STRUCTURAL, HYDROLOGIST)-----\$90.00/HR.  
SENIOR ENGINEER/ARCHITECT/GEOLOGIST-----\$80.00/HR.  
ENGINEER/PLANNER/ARCHITECT-----\$78.00/HR.  
SENIOR DRAFTSMAN-----\$72.00/HR.  
DRAFTSMAN-----\$68.00/HR.  
SENIOR FIELD INSPECTOR-----\$72.00/HR.  
FIELD INSPECTOR-----\$68.00/HR.  
SR. FIELD TECHNICIAN/INSPECTOR-----\$72.00/HR.  
COMPUTER TECHNICIAN-----\$70.00/HR.  
TECHNICIAN/JR. PLANNER/ENGINEER-----\$66.00/HR.  
SPECIFICATION WRITER-----\$78.00/HR.  
CLERICAL SERVICES-----\$40.00/HR.

EQUIPMENT:

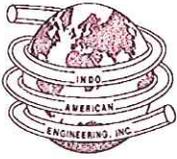
ELECTRONIC DISTANCE METER-----\$38.00/HR.  
TRIMBLE gps 5800 SYSTEM-----\$105.00/HR  
VEHICLE (FOUR WHEEL DRIVE)-----\$ 2.00/MILE  
(ADJUSTED AS PER ECONOMY AND MARKET VALUE)  
VEHICLE (FOUR WHEEL DRIVE)-----\$68.00/DAY  
WORD PROCESSOR -----\$12.00/HR.  
COMPUTER TIME-----\$55.00/HR.

SPECIAL CONDITION:

MATERIAL, SPECIAL MAPS, AND OTHER EXPENDITURES WILL BE BILLED AT  
INVOICE PRICE PLUS 20%. INDEPENDENT CONSULTANT, AMOUNT BILLED TO  
US PLUS 15%.

OVERTIME:

AN ADDITIONAL RATE OF 1.5 TIMES THE RATE STIPULATED WILL BE  
CHARGED FOR WORK PERFORMED OVER 8 HOURS A DAY OR PERFORMED  
ON SATURDAY, SUNDAY, OR PRESCRIBED HOLIDAY.



# INDO AMERICAN ENGINEERING, INC.

## CONSULTING ENGINEERS

649 North Front Street

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June 26, 2013

Mr. John P. Radosevich, P.E., County Engineer  
Sweetwater County Engineer's Office  
80 West Flaming Gorge Way  
Green River, WY 82935

Reference: Proposal Engineering and Construction Management Services

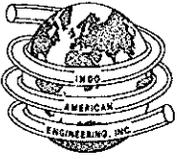
Subject: 1. Engineer's Recommendation and overview of Project Requirements. 2. Engineer's Cost Estimate for Salt/Sand Storage Structure at (a) Green River County Yard in Green River, Wyoming and (b) Lagoon Drive County Yard in Sweetwater County. 3. Schedule of Prices (General Fee Schedule)

Dear Mr. Radosevich:

Indo American is hereby submitting the Cost Estimates of Services for Engineering (Design Development Phase, Construction Documents and Bidding Phase) and Construction Management (Contract Administration and Project Management Phase,) and Schedule of Prices for the Salt/Sand Storage Structure (60'x120') at Lagoon Drive County Yard and Green River County Yard in Sweetwater County, Wyoming.

Recommendation – Type and size of structures:

- (1) 60' x 120' dome wooden structure, with an 8 feet high wall above grade with prefabricated wooden panels dome kit, roof dome with high wind resistant shingles and one gable style loader entrance by the Dome Corporation of North America. Due to the size configuration, this will be considered a 'special design' structure; and therefore may not be economical. We recommend building two side-by-side 60' diameter dome structures; one for salt/sand with a 2000 ton capacity (based on 100# product). The second dome will resemble the ice-melter (salt storage) and could hold over 1600 ton of salt (based on 80# product) and/or be utilized as equipment storage. We have constructed a 60' diameter dome structure for the Wyoming Department of Transportation site in Evanston Wyoming that was constructed on diverse soil conditions and has been deemed with long life wear and is resistive to heavy wind load.
- (2) 60' x 120' aluminum frame structure with a white membrane (light or heavy duty) dome type structure anchor in the ground, the life of this structure is 10 years depending on weather conditions. It is economical in comparison to the wooden dome structure and is quickly assembled and erected. This may be the most viable solution if there are concerns regarding the budget and/or concerns with the fulfillment of the requirements of the Department of Environmental Agency.



Requirements - We have also reviewed the necessary requirements for Salt/Sand Storage Structures and concur as follows:

- (1) Green River County Yard, Green River, Wyoming:
  - a. This site is located within the City limits under the I-2 zone which will require a Building Permit from the City of Green River.
  - b. This property is under a flood plain that will require a Flood Plain Development Permit.
  - c. This site is too close to Green River which may have high water table.
  - d. The City has set back requirements for the structure; set back requirement vary with respect to the height of the structure.
  - e. The City prefers a permanent structure, with an integrated appearance with respect to the vicinity of the area.
  
- (2) Lagoon County Yard, Sweetwater County, Wyoming:
  - a. This site is located within the Sweetwater County boundary lines, therefore the only requirement is to ensure the fulfillment of a Scenic Overlay regulation and provide a complete questionnaire.

Indo American Engineering has prepared the Engineer's Cost Estimate for each site with consideration to effective factors, below for your review. Also, attached find the Schedule of Prices with hourly rates and general fees.

If you have any questions, please feel free to contact us.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, reading 'Dinesh P. Sheth', is written over a horizontal line.

Indo American Engineering, Inc.  
Dinesh P. Sheth, President

DPS/ds

Encl:



ENGINEER'S COST ESTIMATE:

**60'x120' SALT/SAND STORAGE STRUCTURE  
AT LAGOON DRIVE COUNTY YARD, SWEETWATER COUNTY**

**TASK #1 - ENGINEERING/ARCHITECT EVALUATION, PLANNING, DESIGN, DRAWINGS AND TECHNICAL SPECIFICATIONS (includes: Data Collection, Investigation, Evaluation, Preliminary Design, Final Design Drawings, Construction, Detail Drawings, Cost Estimates, Technical Specifications)**

ITEM	DESCRIPTION	HOURS	RATE	TOTAL
1	Professional Engineer/Architect	8 HRS.	\$100.00/H	\$800.00
2	Sr. Engineering/Architect	64 HRS.	\$78.00/HR	\$4,992.00
3	Sr. Draftsman	120 HRS	\$72.00/HR	\$8,640.00
4	Jr. Draftsman	80 HRS.	\$68.00/HR	\$5,440.00
5	Technical Specifications	64 HRS.	\$78.00/HR	\$4,992.00
6	Geo-Technical Study & Report	L/S	L/S	\$3,000.00
7	Permitting	L/S	L/S	\$500.00
8	Secretary	48 HRS.	\$40.00/HR	\$1,920.00
9	Miscellaneous Xerox, Drawing Copies, Mileage, Etc.	EST.	EST.	\$1,000.00
<b>TASK #1 - SUBTOTAL:</b>				<b>\$31,284.00</b>

**TASK #2 - CONSTRUCTION MANAGEMENT (includes: Preparation of General Specifications, Bid Documents, Bidding Process, Construction Inspection, Contract Modification, Final Punch List, Completion, and Contract Close-Out.)**

ITEM	DESCRIPTION	HOURS	RATE	TOTAL
1	Prof. Engineer/Architect	4 HRS.	\$100.00/H	\$400.00
2	Sr. Engineer/Architect	32 HRS.	\$78.00/HR	\$2,496.00
3	Field Inspection	120 HRS.	\$72.00/HR	\$8,640.00
4	Technical Specifications	40 HRS.	\$78.00/HR	\$3,120.00
5	Sr. Draftsman	24 HRS.	\$72.00/HR	\$1,728.00
6	Material Testing	L/S	L/S	\$3,000.00
7	Clerical Services	48 HRS.	\$40.00/HR	\$1,920.00
8	Miscellaneous	EST.	EST.	\$1,500.00
<b>TASK #2 - SUBTOTAL:</b>				<b>\$22,804.00</b>



SUMMARY OF DESIGN ENGINEERING AND CONSTRUCTION MANAGEMENT COST ESTIMATE:

ITEM/ TASK	DESCRIPTION		TOTAL
1	ENGINEERING/ARCHITECT EVALUATION, PLANNING DESIGN, DRAWINGS, TECH. SPECIFICATIONS		\$31,284.00
PRO-A	DESIGN ENGINEERING SERVICES	SUB-TOTAL:	\$31,284.00
2	CONSTRUCTION MANAGEMENT		\$22,804.00
PRO-B	CONSTRUCTION MANAGEMENT	SUB-TOTAL:	\$22,804.00
	<b>TOTAL:</b>		<b>\$54,088.00</b>

PLEASE NOTE THAT NEITHER THE ARCHITECT, ENGINEER AND/OR SURVEYOR NOR THE OWNER HAS CONTROL OVER THE COST OF LABOR, MATERIAL, OR EQUIPMENT. SELECTION OF STRUCTURE TYPE, ITS DESIGN AND ITS REQUIREMENTS, MAY VARY ACCORDING TO THE SITE, AND CAN ALSO AFFECT COST. IN ADDITION, NEITHER ARCHITECT, ENGINEER AND/OR SURVEYOR NOR THE OWNER CAN CONTROL WEATHER CONDITIONS, NOR THE CONTRACTOR'S METHOD OF DETERMINING BID PRICES, PROPOSALS, THE MARKET AND ITS NEGOTIATING CONDITIONS, THE METHOD OF CONSTRUCTION OR FULFILLING REQUIREMENTS OF SPECIFICATIONS.

THE FEE SCHEDULE WILL BE AS SPECIFIED HEREIN UNLESS THE SCOPE OF SERVICES IS ALTERED FROM THAT SUBMITTED HEREWITH. THE COST OF INDIVIDUAL TASK, HOWEVER, MAY VARY SOMEWHAT AS THE CONSTRUCTION PROGRESSES. TIME, MATERIAL AND EXPENSES WILL BE CHARGED TO THE JOB AT THE RATE INDICATED IN THE SCHEDULE OF PRICES. PROGRESS BILLINGS WILL BE SUBMITTED MONTHLY WITH INVOICE PAYMENTS DUE WITHIN 30 DAYS OF RECEIPT.



ENGINEER'S COST ESTIMATE:

**60x120 SALT/SAND STORAGE STRUCTURE  
AT GREEN RIVER COUNTY YARD, GREEN RIVER, WY**

**TASK #1 - ENGINEERING/ARCHITECT EVALUATION, PLANNING, DESIGN, DRAWINGS AND TECHNICAL SPECIFICATIONS** (includes: Data Collection, Investigation, Evaluation, Preliminary Design, Final Design Drawings, Construction, Detail Drawings, Cost Estimates, Technical Specifications)

ITEM	DESCRIPTION	HOURS	RATE	TOTAL
1	Professional Engineer/Architect	12 HRS.	\$100.00/H	\$01,200.00
2	Sr. Engineering/Architect	72 HRS.	\$78.00/HR	\$05,616.00
3	Sr. Draftsman	120 HRS	\$72.00/HR	\$08,640.00
4	Jr. Draftsman	80 HRS.	\$68.00/HR	\$05,440.00
5	Technical Specifications	48 HRS.	\$78.00/HR	\$03,744.00
6	Geo-Technical Study & Report	L/S	L/S	\$03,500.00
7	City Permitting (Flood Cert.)	L/S	L/S	\$02,500.00
8	Secretary	48 HRS.	\$40.00/HR	\$01,920.00
9	Miscellaneous Xerox, Drawing Copies, Mileage, Etc.	EST.	EST.	\$01,500.00
<b>TASK #1 - SUBTOTAL:</b>				<b>\$34,060.00</b>

**TASK #2 - CONSTRUCTION MANAGEMENT** (includes: Preparation of General Specifications, Bid Documents, Bidding Process, Construction Inspection, Contract Modification, Final Punch List, Completion, and Contract Close-Out.)

ITEM	DESCRIPTION	HOURS	RATE	TOTAL
1	Prof. Engineer/Architect	4 HRS.	\$100.00/H	\$00,400.00
2	Sr. Engineer/Architect	32 HRS.	\$78.00/HR	\$02,496.00
3	Field Inspection	120 HRS.	\$72.00/HR	\$08,640.00
4	Technical Specifications	40 HRS.	\$78.00/HR	\$03,120.00
5	Sr. Draftsman	24 HRS.	\$72.00/HR	\$01,728.00
6	Material Testing	L/S	L/S	\$03,000.00
7	Clerical Services	48 HRS.	\$40.00/HR	\$01,920.00
8	Miscellaneous	EST.	EST.	\$01,500.00
<b>TASK #2 - SUBTOTAL:</b>				<b>\$22,804.00</b>



SUMMARY OF DESIGN ENGINEERING AND CONSTRUCTION MANAGEMENT COST ESTIMATE:

ITEM/ TASK	DESCRIPTION		TOTAL
1	ENGINEERING/ARCHITECT EVALUATION, PLANNING DESIGN, DRAWINGS, TECH. SPECIFICATIONS		\$34,060.00
PRO-A	DESIGN ENGINEERING SERVICES	SUB-TOTAL	\$34,060.00
2	CONSTRUCTION MANAGEMENT		\$22,804.00
PRO-B	CONSTRUCTION MANAGEMENT	SUB-TOTAL	\$22,804.00
	<b>TOTAL</b>		<b>\$56,864.00</b>

PLEASE NOTE THAT NEITHER THE ARCHITECT, ENGINEER AND/OR SURVEYOR NOR THE OWNER HAS CONTROL OVER THE COST OF LABOR, MATERIAL, OR EQUIPMENT. SELECTION OF STRUCTURE TYPE, ITS DESIGN AND ITS REQUIREMENTS, MAY VARY ACCORDING TO THE SITE, AND CAN ALSO AFFECT COST. IN ADDITION, NEITHER ARCHITECT, ENGINEER AND/OR SURVEYOR NOR THE OWNER CAN CONTROL WEATHER CONDITIONS, NOR THE CONTRACTOR'S METHOD OF DETERMINING BID PRICES, PROPOSALS, THE MARKET AND ITS NEGOTIATING CONDITIONS, THE METHOD OF CONSTRUCTION OR FULFILLING REQUIREMENTS OF SPECIFICATIONS.

THE FEE SCHEDULE WILL BE AS SPECIFIED HEREIN UNLESS THE SCOPE OF SERVICES IS ALTERED FROM THAT SUBMITTED HEREWITH. THE COST OF INDIVIDUAL TASK, HOWEVER, MAY VARY SOMEWHAT AS THE CONSTRUCTION PROGRESSES. TIME, MATERIAL AND EXPENSES WILL BE CHARGED TO THE JOB AT THE RATE INDICATED IN THE SCHEDULE OF PRICES. PROGRESS BILLINGS WILL BE SUBMITTED MONTHLY WITH INVOICE PAYMENTS DUE WITHIN 30 DAYS OF RECEIPT.



# INDO AMERICAN ENGINEERING, INC.

## CONSULTING ENGINEERS

649 North Front Street

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E-MAIL ADDRESS: [indoamengg@yahoo.com](mailto:indoamengg@yahoo.com) WEBSITE: <http://www.indoamengg.com>

June 26, 2013

Mr. John P. Radosevich, P.E., County Engineer  
 Office of Sweetwater County Engineer  
 80 West Flaming Gorge Way  
 Green River, WY 82935

Reference: Proposal for Sand/Salt Storage (60'x120') Facilities at (1) Sweetwater County Yard in Green River and (2) Sweetwater County Yard at Lagoon Drive in Rock Springs, Wyoming

Subject: Professional Engineering Services for **DESIGN BID BUILD** Project

### SCHEDULE OF PRICES: General Fee Schedule

<b><u>FIELD ENGINEERING:</u></b>	
CHIEF OF PARTY	\$80.00/HR.
TWO MEN LEVEL CREW	\$140.00/HR.
TWO MEN EDM CREW	\$160.00/HR.
EACH ADDITIONAL CREWMAN	\$60.00/HR.
<b><u>OFFICE ENGINEERING:</u></b>	
REGISTERED ENGINEER/ /ARCHITECT-III	\$140.00/HR.
REGISTERED ENGINEER/ARCHITECT-II	\$120.00/HR.
REGISTERED ENGINEER/ARCHITECT-I	\$100.00/HR.
SPECIALIZED ENGINEER (STRUCTURAL, HYDROLOGICAL, MECHANICAL, ELECTRICAL)	\$90.00/HR.
SENIOR ENGINEER / ARCHITECT / COORDINATOR / PLANNER	\$78.00/HR.
ENGINEER/PLANNER/ARCHITECT	\$75.00/HR.
ENGINEER/ARCHITECT/COORDINATOR	\$95.00/HR.
SR. SPECIFICATION WRITER	\$78.00/HR.
SENIOR DRAFTSMAN	\$72.00/HR.
DRAFTSMAN	\$68.00/HR.
SENIOR FIELD INSPECTOR	\$72.00/HR.
FIELD INSPECTOR	\$68.00/HR.
COMPUTER TECHNICIAN	\$70.00/HR.
SR. FIELD TECHNICIAN	\$68.00/HR.
JR. TECHNICIAN-	\$65.00/HR.
CLERICAL SERVICES-II	\$40.00/HR.
CLERICAL SERVICES-I	\$34.00/HR.
SUB-CONSULTANT AND/OR INDEPENDENT CONSULTANT	DIR. EXPENSE PLUS 15%
GEO-TECHNICAL INVESTIGATION, REPORT, TESTING, & LAB WORK	WILL BE SUBMITTED AS REQUIRED



**Continued Schedule of Prices:**

**EQUIPMENT AND MISCELLANEOUS EXPENSES:**

XEROX COPY	\$00.10/PAGE
XEROX COLOR COPY	\$00.75/PAGE
24X36 DRAWING COPY	\$4.00/DWG.
24X36 ORIGINAL OR COLOR DWG COPY	\$8.00/DWG.
FAXES	\$01.00/PAGE
VEHICLE (FOUR WHEEL DRIVE)-MILEAGE	\$01.00/MILE
VEHICLE (FOUR WHEEL DRIVE)—(PLUS MILEAGE) (MIN. ½ DAY CHRGE)	\$36.00/DAY
WORD PROCESSOR	\$10.00/HR.
COMPUTER TIME	\$35.00/HR.
COMPUTER LAP TOP	\$10.00/HR
SCANNER	\$10.00/HR
LAP TOP COMPUTER	\$25.00/DAY
CELLULAR PHONES-(PLUS PHONE BILL)	05.00/DAY
MISCELLANEOUS OFFICE SUPPLIES (BINDERS, ETC)	DIR. EXP. PLUS 15%
MISCELLANEOUS EXPENSES (PRINTS, POSTAGE, PHOTOCOPIES, ETC.)	DIR. EXP. PLUS 15%

**NOTES:**

- All field charges begin at the time of departure and terminate at the time of return to the point of origin and/or place of lodging while away from the principal office, less time off for the convenience of the personnel.
- For work over forty (40) hours per week, on weekends, and holidays, at the client's request or convenience, these hourly rates will be increased by fifty (50) percent to cover direct additional payroll and payroll-related charges incidental to overtime premium pay.
- All rates apply to travel time, standby time, project management, consultation and report preparation time, unless otherwise noted.
- A minimum of two (2) hours of personnel time will be charged per each visit.
- This Schedule of Prices is effective only for one year from the date of submittal unless there is a drastic change or increase in fuel prices in which case, unit prices shall be adjusted accordingly.
- Indo American Engineering will prepare an estimated budget for services based upon a detailed scope of services, if requested. Please be informed that the project design management and project support costs are a necessary component of any services provided. Final or Intermediate invoiced amounts may vary from estimated amounts depending on various scope, time of performance, and/or changes in anticipated conditions. Any items not specifically listed are by the Schedule of Prices.

PLEASE NOTE THAT NEITHER THE ARCHITECT, ENGINEER AND/OR SURVEYOR NOR THE OWNER HAS CONTROL OVER THE COST OF LABOR, MATERIAL, OR EQUIPMENT. SELECTION OF STRUCTURE TYPE, ITS DESIGN AND ITS REQUIREMENTS, MAY VARY ACCORDING TO THE SITE, AND CAN ALSO AFFECT COST. IN ADDITION, NEITHER ARCHITECT, ENGINEER AND/OR SURVEYOR NOR THE OWNER CAN CONTROL WEATHER CONDITIONS, NOR THE CONTRACTOR'S METHOD OF DETERMINING BID PRICES, PROPOSALS, THE MARKET AND ITS NEGOTIATING CONDITIONS, THE METHOD OF CONSTRUCTION OR FULFILLING REQUIREMENTS OF SPECIFICATIONS.

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Leo Chapman, Chairman  
John Espy, Vice Chairman  
Lindy Glode  
Willing John Johnson  
Sue Jones



(307)-328-2699  
Toll Free 1-800-250-9812  
Fax: (307)-328-2669  
www.carbonwy.com

**BOARD OF CARBON COUNTY COMMISSIONERS**

P.O. Box 6, 415 West Pine Street  
Rawlins, WY 82301

**RECEIVED**

**JUN 20 2013**

**SWEETWATER COUNTY  
COMMISSIONER'S OFFICE**

June 18, 2013

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

Dear Commissioners,

Our board is currently busy in the budget process for the next fiscal year. We are feeling the monetary ~~pinch as are most municipalities and government entities. As you are aware, the 2012-2013 fire season~~ was extreme and very costly in order to protect our communities and suppress the fires we experienced. The Board of Carbon County Commissioners are trying to find ways to trim our departmental expenditures and the fire department is one of the places we feel the expenses can be streamlined in order to provide the best service and the most efficient use of the monies available.

Currently the Carbon County Fire Department responds routinely into Sweetwater County. The Carbon County Fire Department provides wild land fire suppression, hazardous materials response, vehicle fire suppression, extrication for vehicle crashes, and supports the Town of Wamsutter for structure fires. In the past, Carbon County has provided this service at no cost to Sweetwater County.

The financial projections Carbon County has received are well below anticipated revenues. The Board of Carbon County Commissioners is requesting better support from Sweetwater County. We are respectfully requesting either Sweetwater County provide these services in their jurisdiction or an agreement be put in place that supports both entities. The intent of this would be to provide the emergency services in the best interest of the tax payers of both counties. It would be prudent to schedule a meeting and discuss this issue. We would appreciate a response by July 1, 2013.

Thank you for your time and consideration.

Sincerely,

  
Leo Chapman, Chairman

Board of Carbon County Commissioners

**COPIES TO:**

All

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**RESOLUTION NO. 13-07-CC-01**  
**ESTABLISHING FIRE RESTRICTIONS FOR SWEETWATER COUNTY**

WHEREAS, upon the recommendation of the Sweetwater County Fire Warden, the Sweetwater County Board of Commissioners is empowered pursuant to Wyoming Statutes § 35-9-301 through § 35-9-304 to restrict or close areas to fireworks or open fires, when the fire danger in Sweetwater County is extreme because of drought conditions, the presence of an excessive amount of flammable material, or for any other sufficient reason; and

WHEREAS, the Sweetwater County Fire Warden has recommended open fire and fireworks restrictions for the unincorporated and unimproved land within Sweetwater County, except land that is owned by the federal government, and

WHEREAS, the Sweetwater County Board of Commissioners finds there exists an extreme fire danger on the unimproved and unincorporated lands within Sweetwater County because of drought conditions and the presence of excessive amounts of flammable materials, and this extreme fire danger is increased by open burning and the use of fireworks or other incendiary devices.

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

1. Effective \_\_\_\_\_, 2013 at 12:00 A.M., any open fire, shooting exploding targets, shooting tracer bullets or discharge of any Class A, B, or C fireworks is prohibited on the unimproved and unincorporated land within Sweetwater County, except federally owned land. This prohibition specifically applies to land owned or controlled by Sweetwater County, including county roads, easements and rights-of-way. This prohibition is subject to the following exceptions:

A. Trash or refuse may be burned between the hours of 6:00 p.m. and 8:00 a.m. if the trash or refuse is burned inside a container equipped with spark arrestors, and if the container is located within an area that is cleared of flammable materials for a radius of at least twenty five (25) feet. This exception requires compliance with all other regulations and laws regarding the burning of trash or refuse.

B. Campfires are permitted if the fire is contained within an established fire ring at an established campground, provided the fire is in compliance with regulations of the Bureau of Land Management, the United States Forest Service, or the National Park Service.

C. Charcoal fires within enclosed grills

D. Acetylene cutting torches or electric arc welders may be used if the area surrounding the use of the torches or welders is cleared of flammable material for a radius of at least twenty five (25) feet.

E. Propane or open fire branding activities are permitted if the branding activities are cleared of all flammable materials for a radius of at least twenty five (25) feet.

F. Operation of chain saws is permitted if the chain saw is equipped with a properly installed and functioning spark arrestor.

G. Federal, State or local fire or law enforcement personnel are not subject to this resolution if they are engaged in official activities involving fires, law enforcement or emergencies.

H. Public-sponsored fireworks displays are permitted if the displays are coordinated with the County Fire Warden or his designee.

2. Unimproved land includes crop land, agricultural land and undeveloped land which predominately remains in its natural condition. For example, undeveloped land would include forest or range lands that remain predominately unchanged from their natural condition.

3. The County Fire Warden shall promptly notify the Sweetwater County Commissioners if there are any changes in the severity of the fire danger.

BE IT FURTHER RESOLVED, that penalties provided in Wyoming Statute § 35-9-304 may be imposed for violations of this Resolution; specifically, a fine not to exceed one hundred (100) dollars or imprisonment not to exceed thirty (30) days or both may be imposed for violations. Restitution costs may be added.

BE IT FURTHER RESOLVED, that the Sweetwater County Fire Warden shall immediately notify the Wyoming State Forester of the restrictions imposed by this Resolution, as well as the lifting of any of the restrictions imposed by this Resolution. The Sweetwater County Fire Warden shall assist in providing notification to the public by posting copies of the Resolution, and circulating copies of it to all local media.

BE IT FURTHER RESOLVED, that the fire restrictions stated in this resolution are to be effective and in force on \_\_\_\_\_, 2013 at 12:00 A.M. and shall remain in force and effect until October 1st, 2013 at 12:00 A.M. unless conditions allow for a different date, at which a resolution to lift or extend the restrictions will be presented to the Sweetwater County Board of Commissioners for approval.

PASSED AND APPROVED this \_\_\_ day of \_\_\_\_\_, 2013\_\_\_\_\_.

\_\_\_\_\_  
Wally J. Johnson, Chairman  
Sweetwater County Board of Commissioners

ATTEST:

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



## SWEETWATER COUNTY-SKYWEST REVENUE AGREEMENT

THIS SWEETWATER COUNTY-SKYWEST REVENUE AGREEMENT ("Agreement") made and entered into as of the 26 day of JUNE 2013, by and between SkyWest Airlines, Inc., ("SkyWest Airlines") and the Sweetwater County Commission ("County").

### WITNESSETH

**WHEREAS**, SkyWest Airlines is a regional air transportation carrier serving the United States and Canada and will operate this service as Delta Connection, a code-share partner with Delta Airlines

**WHEREAS**, SkyWest Airlines agrees to provide scheduled air service between Rock Springs, Wyoming (RKS), and Salt Lake City, Utah (SLC) on the terms and conditions set forth herein;

**NOW, THEREFORE**, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Scheduled Service. SkyWest Airlines shall provide scheduled service between Rock Springs and Salt Lake City, with the schedules in Exhibit A as an example of anticipated service, using EMB-120 or equivalent aircraft (each flight segment scheduled for a single day is hereinafter referred to as a "Scheduled Flight" and all such flight segments are hereinafter referred to collectively as "Scheduled Flights").

SkyWest has full discretion in setting the schedule times and frequency of its flights, save that it will schedule no less than two round trips daily. Such decisions will be based upon, but not limited to, aircraft, staff, crew, gate availability, business necessity and weather and seasonal changes. Flights will be scheduled by SkyWest Airlines at reasonable times and will be posted in advance. Flight schedules are subject to change.

All travel covered by this agreement is subject to applicable tariffs and other rules and regulations.

2. Margin Requirement. Agency hereby guarantees that SkyWest Airlines shall receive a 5% margin for each calendar month and for the term of this Agreement as outlined in Exhibit B, subject to the caps and limitations set forth in Section 7 hereof.

3. Revenue Sharing. SkyWest Airlines receives prorated passenger revenues from Delta Airlines and other validating carriers for tickets sold on Scheduled Flights. For passengers who purchase a ticket that includes a segment beyond RKS-SLC, Delta and SkyWest and/or SkyWest and all other carriers will prorate the interline revenue. Revenue from Interline Travel will be

prorated in accordance with the provisions of the Multilateral Prorate Agreement ("MPA"). For local RKS-SLC origin and destination passengers, "Revenue" shall mean actual revenues received by SkyWest Airlines for tickets purchased by passengers in each calendar month for the Scheduled Flights and collectively during the term of this Agreement, less taxes and fees. All fares are those prevailing on date of ticket purchase. These revenues shall be aggregated as set forth in Paragraphs 2 and 7.

4. Airline Employee Travel. All of Delta Airlines' and SkyWest Airlines' employee pass agreements are valid for these flights. Except for company business, all SkyWest pass agreements are based on space available travel and do not displace revenue passengers. No revenues attributable to employee travel shall be included within the definition of Revenues.

5. Fuel Costs. Fuel costs for purposes of subsidy calculation and the total costs will be the actual fuel costs, including related fueling costs, taxes and fees, associated with operating the scheduled service.

6. Term. The term of this agreement is 1 January, 2013, through 31 December, 2013. Notwithstanding anything in this Agreement to the contrary, if Agency shall fail to pay the amounts due SkyWest Airlines hereunder within the time agreed and such failure shall continue for 10 days after a demand for payment from SkyWest Airlines, then SkyWest Airlines shall have the right to terminate this Agreement upon five days written notice to the County. If SkyWest Airlines does not achieve 5% margin for one quarter, then either Party may thereafter cancel this Agreement upon five days written notice to the other party. This Agreement and SkyWest's operations hereunder are being conducted under SkyWest's code-share agreement with Delta Airlines. If Delta Airlines shall object to such flights or impose any financial penalty or additional financial obligations on SkyWest Airlines as a result of this Agreement, or if Delta Airlines shall cancel its code share agreement with SkyWest Airlines or amend it in any way which prohibits or unreasonably restricts, in SkyWest's sole judgment, SkyWest Airlines from flying these flights under its code share agreement with Delta Airlines, or if Delta Airlines adds additional financial obligations on SkyWest Airlines as a condition of allowing such flights, then SkyWest Airlines shall have the right to terminate this Agreement upon five days written notice to Agency.

In the event that WYDOT, the County, and SkyWest agree to enter into a different type of agreement (such as the Master Plan with jet service currently being discussed), this agreement will be prorated within the month that the change takes place. All completed months prior to the change will be calculated as usual and this contract will terminate with the commencement of any new agreement.

7. Payment of Subsidy. SkyWest Airlines completes its accounting for each month approximately two to three weeks after the close of the month. Soon after this occurs, a statement will be sent which shall show the final revenues and costs for the preceding calendar month. The statement will show all calculations for the subsidy, including revenue and total

costs. Total costs are the sum of non-fuel costs and fuel costs. Fuel cost calculations are outlined in section 5 of this agreement. Non-fuel costs shall be calculated by multiplying the block hours associated with the market by \$1,599 for the EMB 120. The rate includes the 5% margin and all non-fuel costs. Each quarter the amounts will be calculated and summarized with the total costs (non fuel and fuel costs) and revenues in an invoice. To the extent the County owes SkyWest Airlines a subsidy for such quarter, it shall pay to SkyWest Airlines, within 15 days of its receipt of such invoice, the full amount owed. To the extent SkyWest Airlines' revenues for such calendar month were greater than the total costs, the County shall have no monthly payment obligation to SkyWest Airlines for such month or partial month as the case may be. At the end of the term of this Agreement, SkyWest shall prepare a report to the County showing total revenues and total costs for the 12 month term of this Agreement. In the event that SkyWest changes the aircraft type utilized to operate the service, the non-fuel block hour rates will be renegotiated to reflect the appropriate equipment type. The maximum obligation of the county to SkyWest will not increase in the aggregate amount owed as a result of a change in aircraft type. In no event shall the County be obligated to pay SkyWest Airlines an aggregate amount in excess of \$1,914,000.

8. Audit Rights. SkyWest Airlines' calculation of the total amount due shall be binding and conclusive, provided that Agency shall have the right upon reasonable notice, to examine the business records of SkyWest Airlines relating to such calculation and to dispute the amount within thirty (30) days of such examination, if this examination reveals errors or irregularities in SkyWest Airlines' accounting practices. Such audit must be conducted no later than six months after the end of the term of this Agreement. If any audit indicates a discrepancy between the amounts paid or the amounts that should have been paid hereunder, such amounts shall be promptly paid to the applicable party, subject to SkyWest Airlines' right to dispute the audit results. Any such audit shall not unreasonably interfere with the day-to-day operations of SkyWest Airlines or any of its employees. The Agency and its auditors will be required to enter confidentiality and nondisclosure agreements prior to reviewing SkyWest's business records, subject to disclosure in accordance with law.

9. Termination. This agreement is subject to unilateral termination in the sole discretion of the County or SkyWest Airlines upon 90 days written notice by either party to the other in accordance with the Notice Provision of this agreement.

10. Reports. Within sixty (60) days of the end of each month, SkyWest Airlines may provide the following information by non-directional route and total:

- Total revenue passengers
- Revenue
- Average fare
- Flights operated
- Block hours

During the term of this Agreement, SkyWest Airlines shall provide additional information, as reasonably requested by the County, to determine the amount of subsidy likely to be required per the terms of this Agreement. The financial information given to the County shall be considered confidential and is not to be disclosed publicly.

11. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. This Agreement may be modified or amended only by writing signed by the party against whom enforcement of the modification or amendment is sought. All provisions of this Agreement intended to survive beyond the term of this Agreement as set forth in Section 7 shall survive as long as required for their intent to be completed.

12. No Assumption of Liability. The County and all affiliated entities hereby disclaim any and all liability to passengers or other third parties associated with the Scheduled Flights. Such liability is solely the responsibility of SkyWest Airlines and this Agreement may not be construed as an assumption of liability on the part of the County.

13. Best Efforts in Promotional Activities. The county agrees that it will use commercially reasonable efforts to promote the scheduled flights in such a way as to maximize the public awareness of the availability of the scheduled flights.

14. Governing Law. 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 the venue shall be the State or federal courts located in Wyoming. The parties acknowledge and agree that this subsection does not waive, limit or otherwise affect or reduce the full operation and effect of the provision in this Agreement relating to the State's and the County's full retention of all rights of sovereign immunity.

15. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered personally, (ii) when received by the addressee, if sent by Express Mail, Federal Express or other express delivery service (receipt requested), or (iii) three business days after being sent by registered or certified mail, return receipt requested, in each case to the other party at the following addresses (or to such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof):

If to SkyWest, then to:  
SkyWest Airlines, Inc.  
444 South River Rd  
St. George, UT 84790  
Attn: Michael Thompson

If to the County, then to:  
Sweetwater County Commission  
80 West Flaming Gorge Way  
Suite 109  
Green River, Wyoming 82935  
Attn: Wally Johnson  
307-872-3890

16. Counterparts. This Agreement is comprised of 9 typed pages including exhibits and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signatures, each of which will be deemed an original.

17. Mutual Understandings. This Agreement has been freely and fairly negotiated by the parties hereto and each party has been provided the opportunity to have the Agreement reviewed by legal counsel of its choice and to modify the terms hereof and, therefore, this Agreement shall be construed and interpreted without any presumption, or other rule, requiring construction or interpretation against the interest of the party causing this Agreement to be drafted. This Agreement embodies the entire understanding between the parties and supersedes and cancels all prior understandings and agreements, whether oral or written.

18. Attorney's Fees. In the event that a dispute arises between the parties concerning this agreement, the parties shall make good faith efforts to resolve the matter without resorting to litigation and incurring legal fees. If, however, a resolution cannot be reached and the parties engage attorneys and resort to the state or federal courts for redress, the prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees, of pursuing or defending any such action.

19. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non-performing party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, breakdowns in aircraft or availability of parts, strikes or labor disruptions or other causes which prevent SkyWest Airlines from flying the Scheduled Flights. The obligation to pay money is not subject to the provisions of this Section 19.

20. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party.

21. Availability of Funds. Each payment obligation of the County is conditioned upon the availability of government funds that are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by SkyWest Airlines, this Agreement may be terminated by the County at the end of the period for which the funds are available. The County shall notify SkyWest Airlines at the earliest possible time of the services that will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the County to terminate this Agreement to acquire similar services from another party nor relieve the County from payment responsibility for services that have been provided under this Agreement.

22. Award of Related Contracts. The County may undertake or award supplemental or successor contracts for work related to this Agreement. If such contracts create competitive air services that negatively affects SkyWest Airlines' load factors, SkyWest Airlines may seek a higher subsidy or immediately cancel this Agreement.

23. Independent Contractor. SkyWest Airlines shall function as an independent contractor for the purposes of this Agreement, and shall not be considered an employee of the State of Wyoming for any purpose. SkyWest Airlines shall assume sole responsibility for any debts or liabilities that may be incurred by SkyWest Airlines 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 SkyWest Airlines or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the County, or to incur any obligation of any kind on the behalf of the State of Wyoming or the County. SkyWest Airlines agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to the State of Wyoming employees will inure to the benefit of SkyWest Airlines or SkyWest Airlines' agents and/or employees as a result of Agreement.

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

25. Sovereign Immunity. Except for the breach of this Agreement, the State of Wyoming and the County do not waive sovereign immunity by entering into this Agreement, except to the extent necessary for the parties to pursue a contract action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the County specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a),

and all other state law. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

26. Compliance with Laws. SkyWest Airlines shall comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

27. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused their undersigned, duly authorized representatives to execute this Agreement as of the day and year first above written.

**SKYWEST AIRLINES, INC.**

By: Michael Thompson Date 6-26-13  
Michael Thompson  
Vice President, Market Development

**Sweetwater County Commission**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Wally Johnson,  
Chairperson

**EXHIBIT A**

**Scheduled Service between**

Rock Springs Airport / Salt Lake City International Airport.

<b>TO:</b>	<b>FROM:</b>	<b>DEPARTURE:</b>	<b>ARRIVAL:</b>
RKS	GCC	05:20	06:35
SLC	RKS	07:00	08:00
RKS	SLC	13:40	14:40
SLC	RKS	15:05	16:10
RKS	SLC	19:55	20:55
GCC	RKS	21:10	22:20

**EXHIBIT B**

	Passengers	Revenue	Avg. Fare	Block Hours	BH Cost (\$1599/BH)	Fuel @ \$4.00/gal	Expected Subsidy
<i>January</i>	1,026	\$94,882	\$92	141.87	\$226,845	\$68,096	\$200,059
February	1,250	\$110,000	\$88	127.00	\$203,073	\$68,580	\$161,653
March	1,250	\$112,500	\$90	128.00	\$204,672	\$69,120	\$161,292
April	1,200	\$114,000	\$95	125.00	\$199,875	\$67,500	\$153,375
May	1,200	\$114,000	\$95	125.00	\$199,875	\$67,500	\$153,375
June	1,100	\$107,800	\$98	123.31	\$197,167	\$66,585	\$155,952
July	1,200	\$117,600	\$98	123.31	\$197,167	\$66,585	\$146,152
August	1,200	\$117,600	\$98	123.31	\$197,167	\$66,585	\$146,152
September	1,150	\$109,250	\$95	123.31	\$197,167	\$66,585	\$154,502
October	1,150	\$105,800	\$92	126.31	\$201,964	\$68,205	\$164,369
November	1,250	\$115,000	\$92	126.31	\$201,964	\$68,205	\$155,169
December	1,250	\$112,500	\$90	128.31	\$205,162	\$69,285	\$161,947
<b>TOTALS</b>	<b>14,226</b>	<b>\$1,330,932</b>	<b>\$94</b>	<b>1521.0</b>	<b>\$2,432,098</b>	<b>\$812,834</b>	<b>\$1,914,000</b>

Note – Jan numbers are actual.





University of Wyoming Extension  
Kelly K. Crane, Ph.D., Associate Director  
Dept. 3354 • 1000 E. University Ave.  
Laramie, WY 82071-2000  
(307) 766-5124 • fax: (307) 766-3998  
e-mail: Kcrane1@uwyo.edu • ces.uwyo.edu

RECEIVED

MAY 29 2013

SWEETWATER COUNTY  
COMMISSIONER'S OFFICE

May 22, 2013

TO: Sweetwater County Commissioners

FROM: Kelly Crane, Associate Director *Kelly K. Crane*

RE: Temporary 4-H Program Assistance

As you recall, Faith Kroschel is resigning from her position as 4-H Educator effective May 30, 2013. We remain committed to meeting the needs of over 295 Sweetwater County youth and 93 adult volunteers through a vibrant and growing 4-H program. Our plan is to recruit potential candidates this summer and initiate the process to fill this position in the fall. Our previous experiences indicate that it is exceedingly difficult to attract suitable candidates and implement our evaluation and selection process during the busy months of the summer.

Fortunately, through recent interviews for other UW Extension 4-H positions, we identified an individual who is willing to provide leadership for our 4-H program in Sweetwater County on a temporary basis. Hiring this individual will allow us to meet the immediate needs of the 4-H program associated with the Sweetwater County Fair and other summer youth development events, while providing an opportunity to delay the hiring process for the permanent position to the fall when we are more likely to be successful.

We are excited to announce that Ms. Tanya Hamner has accepted our offer to lead the 4-H and Youth Development program, beginning May 30, 2013. Tanya will be working full time during the next six months in a temporary, non-benefited capacity. Tanya has 4-H experience from her work as an intern (two summers) in Sublette County. She was also a 10 year 4-H member in Uinta County.

Since her graduation from the University of Wyoming, in Agriculture Communication, Tanya has shown a lot of interest in the UW Extension 4-H program and has a desire to become an Extension educator in this area. We feel she will be a great help to the program while a search is being conducted to find a replacement for Faith Kroschel.

If you have any questions, please don't hesitate to contact me.



**Sweetwater County  
Request to Restaff Vacant Position**

Board Meeting Date: 7/2/2013  
 Department: Treasurer's Office  
 Position: Auto License Clerk  
 Vacancy Date: 7/5/2013  
 Reason for vacancy: Resignation  
 Department Request: full time capacity with full benefits  
 Anticipated Re-staff Date: 7/8/2013

Board Action	
Approved _____	Date: <u>7/2/2013</u>
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			Annual Cost of employment
								Workers Compensation	Total benefits	Total cost of employment (salary + benefits)	
Previously staffed position (Grade 7, step 1)	Auto License Clerk (Grade 7, step 1)	5/28/2013	\$ 2,522.75	\$ 356.21	\$ 1,416.01	\$ 9.08	\$ 192.99	\$ 8.33	\$ 1,982.62	\$ 4,505.37	\$ 54,064.44
Anticipated Costs to restaff Position Vacancy (Grade 7, step 1)	Auto License Clerk (Grade 7, step 1)	7/8/2013	\$ 2,522.75	\$ 356.21	\$ 1,416.01	\$ 9.08	\$ 192.99	\$ 8.33	\$ 1,982.62	\$ 4,505.37	\$ 54,064.44
	Net Difference (savings)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Costs calculated using a re-staffing date of: 7/8/2013

Brenda Rose  
 Reviewed by HR Representative (signature)  
Robert Young  
 Reviewed by Department Head/ Elected Official (signature)

Date: 6/25/13  
 Date: 6/25/13

Commission Chair (signature)

Date:





## 2. *Liquidity*

The investment portfolio shall be structured to remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the portfolio shall consist of securities with active secondary or resale markets. Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same day liquidity for short-term funds.

## 3. *Yield*

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:

- \* A security with declining credit may be sold early to minimize loss of principal.
- \* A security swap would improve the quality, yield, or target duration of the portfolio.
- \* The security has increased in value and may be sold at an increase in value.
- \* Liquidity needs of the portfolio require that the security be sold.

## 4. *Local Considerations*

Where possible, funds may be invested for the betterment of the local economy or that of local entities within the State. The Sweetwater County Treasurer may invest a portion of the investment portfolio with eligible financial institutions at a lower rate of interest when the investment officer deems that the investment may benefit the local economy.

# IV. **Standards of Care**

## 1. *Prudence*

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of the securities are carried out in accordance with the terms of this policy.

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

## 2. *Ethics and Conflicts of Interest*

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio.

### 3. *Delegation of Authority*

Authority to manage is granted to the Sweetwater County Treasurer and his deputies or assigns, hereinafter referred to as investment officer and derived from W.S. 9-4-817. Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy.

## V. **Authorized Financial Institutions, Depositories, and Broker/Dealers**

### 1. *Authorized Financial Institutions, Depositories, and Broker/Dealers*

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers.

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- \* Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
- \* Proof of National Association of Securities Dealers (NASD) certification (not applicable to Certificate of Deposit counterparties)
- \* Proof of state registration
- \* Certification of having read and understood and agreeing to comply with the Sweetwater County investment policy.
- \* Evidence of adequate insurance coverage

## VI. **Safekeeping and Custody**

### 1. *Delivery vs. Payment*

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

### 2. *Safekeeping*

Securities will generally be held by an independent third-party custodian selected by the investment officer as evidenced by safekeeping receipts in the name of Sweetwater County. There may arise some instances where the securities may be held by the broker/dealer. The safekeeping institution shall provide information on their internal controls when requested by the investment officer.

### 3. *Internal Controls*

The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that assets of Sweetwater County are protected from loss, theft or misuse.

Within reasonable limits, the internal control structure shall address the following:

- \* Control of collusion
- \* Separation of transaction authority from accounting and recordkeeping
- \* Custodial safekeeping
- \* Avoidance of physical delivery securities
- \* Clear delegation of authority to subordinate staff members
- \* Written confirmation of transactions for investments and wire transfers
- \* Authorization of wire transfers

Accordingly, the investment officer shall ensure that an annual independent review of compliance is performed as part of the Sweetwater County general audit.

## VII. Suitable and Authorized Investments

### 1. *Investment Types*

In order to provide the broadest selection of investment opportunities, yet maintain satisfactory control of market and interest rate risk, the investment officer may invest in all instruments approved in W.S. 9-4-831.

### 2. *Collateralization*

Where allowed by state law and in accordance with GFOA Recommended Practices on the Collateralization of Public Deposits, full collateralization will be required on all demand deposit accounts, including checking accounts and non-negotiable certificates of deposit. (See GFOA Recommended Practices.)

### 3. *Repurchase Agreements*

Repurchase agreements shall be consistent with W.S. 9-4-831 (a) (iii) and with GFOA Recommended Practices, with Wyoming Statutory Law taking precedence in areas of disparity.

## VIII. Investment Parameters

### 1. *Diversification*

The investments shall be diversified by:

- \* limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury & Government Agency securities),
- \* limiting investment in securities that have higher credit risks,
- \* employing a system of laddering securities to create varying maturities, and
- \* continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds, now accounts or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

### 2. *Maximum Maturities*

To the extent possible, the Sweetwater County Treasurer shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Sweetwater County Treasurer will not directly invest in securities maturing more than (5) years from the date of purchase or in accordance with state statutes. The Sweetwater County Treasurer shall adopt weighted average maturity limitations (which often range from 90 days to 3 years) consistent with the investment objectives.

Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

To effectuate a higher yield with minimal additional risk, the investment officer may also invest in securities with longer maturities at times he deems appropriate.

### 3. *Competitive bids*

To ensure that securities are purchased at competitive prices, the financial officer must maintain open communication with multiple broker/dealers at all times. The investment officer shall have final authority on the purchase of all investment instruments purchased on the secondary market.

**IX. Policy Considerations**

1. *Exemption*

Any investment currently held that does not meet the guidelines of this policy shall be temporarily exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

2. *Amendments*

This policy shall be reviewed on an annual basis. Any changes must be approved by the investment officer and any other appropriate authority, as well as the individuals charged with maintaining internal controls.

**X. Approval of Investment Policy**

The investment policy shall be formally approved and adopted by the Sweetwater County Board of County Commissioners and shall be reviewed annually.

**XI. Addendum**

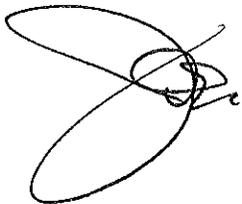
1. *Wyoming Statute 9-4-831*

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Gary Bailiff 2-21-12

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Don O. Smith 2-21-12

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**9-4-831. Investment of public funds.**

(a) The state treasurer, or treasurer of any political subdivision, municipality or special district of this state, and the various boards of trustees and boards of directors of county hospitals, airports, fairs and other duly constituted county boards and commissions, may invest in:

(i) United States treasury bills, notes or bonds, including stripped principal or interest obligations of such issuances, or any other obligation or security issued by the United States treasury or any other obligation guaranteed as to principal and interest by the United States;

(ii) Bonds, notes, debentures, or any other obligations or securities issued by or guaranteed by any federal government agency or instrumentality, including but not limited to the following to the extent that they remain federal government agencies or instrumentalities, federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation and government national mortgage association. All federal agency securities shall be direct issuances of federal agencies or instrumentalities;

(iii) Repurchase agreements involving securities which are authorized investments under paragraphs (i) and (ii) of this subsection. The securities may be held in a custodial arrangement with a member bank of the federal reserve system or in a segregated account at a federal reserve system bank. The repurchase agreement must provide for daily valuation and have a minimum excess market price reserve of one hundred two percent (102%) of the investment;

(iv) In accordance with W.S. 9-4-803 with respect to the state and W.S. 9-4-817 with respect to local governments, deposits in financial institutions located within the state of Wyoming which offer federal deposit insurance corporation insurance on deposits in the institutions;

(v) Mortgage backed securities that are obligations of or guaranteed or insured issues of the United States, its agencies, instrumentalities or organizations created by an act of congress excluding those defined as high risk. High risk mortgage backed securities are defined as any security which meets either of the following criteria:

(A) Is rated V-6 or higher by Fitch Investors Service or at an equivalent rating by another nationally recognized rating service; or

(B) Is defined as a high risk mortgage security under Section III of the Supervisory Policy Concerning Selection of Securities Dealers and Unsuitable Investment Practices, as amended by the Federal Financial Institutions Examination Council as created under 12 U.S.C. 3301, et seq., or its successor.

(vi) In bankers acceptances of United States banks eligible for purchase by the federal reserve system;

(vii) In a guaranteed investment contract if issued and guaranteed by a United States commercial bank or a United States insurance company. The credit quality of the issuer and guarantor shall be the highest category of either A. M. Best, Moody's or Standard and Poor's rating service. The contract shall provide the governmental entity a nonpenalized right of withdrawal of the investment if the credit quality of the investment is downgraded;

(viii) A commingled fund of eligible securities listed in this section if the securities are held through a trust department of a bank authorized to do business in this state or through a trust company authorized to do business in this state with total capital of at least ten million dollars (\$10,000,000.00) or which has an unconditional guarantee with respect to those securities from an entity with total capital of at least one hundred million dollars (\$100,000,000.00);

(ix) Certificates of deposit of a savings and loan association or a federal savings bank authorized to do business in this state to the extent that they are fully insured by the federal deposit insurance corporation, or:

(A) Secured by a pledge of assets and the federal savings bank or savings and loan association is otherwise authorized as a depository as prescribed by law; or

(B) The federal savings bank or savings and loan association is otherwise authorized as a depository as prescribed by law and:

(I) In lieu of a pledge of assets securing a certificate of deposit, a selected savings and loan association

or federal savings bank simultaneously shall arrange for the deposit of the public funds in certificates of deposit in one (1) or more banks or savings and loan associations or federal savings banks wherever located in the United States, for the account of the public funds depositor;

(II) At the same time the public funds are deposited and the certificates of deposit are issued for the benefit of the public funds depositor, the selected savings and loan association or federal savings bank shall receive an amount of deposits from customers of other banks or savings and loan associations or federal savings banks equal to the amount of the public funds initially placed by the public funds depositor;

(III) Each certificate of deposit shall be insured by the federal deposit insurance corporation; and

(IV) The selected savings and loan association or federal savings bank shall act as custodian for the public funds depositor with respect to the certificates of deposit issued for the public funds depositor's account.

(x) Certificates of deposit of a bank authorized to do business in this state to the extent that they are fully insured by the federal deposit insurance corporation or:

(A) Secured by a pledge of assets and the bank is otherwise authorized as a depository as prescribed by law; or

(B) The bank is otherwise authorized as a depository as prescribed by law and:

(I) In lieu of a pledge of assets securing a certificate of deposit, a selected bank simultaneously shall arrange for the deposit of the public funds in certificates of deposit in one (1) or more banks or savings and loan associations or federal savings banks wherever located in the United States, for the account of the public funds depositor;

(II) At the same time the public funds are deposited and the certificates of deposit are issued for the benefit of the public funds depositor, the selected bank shall receive an amount of deposits from customers of other banks or savings and loan associations or federal savings banks equal to the amount of the public funds initially placed by the public funds depositor;

(III) Each certificate of deposit shall be insured by the federal deposit insurance corporation; and

(IV) The selected bank shall act as custodian for the public funds depositor with respect to the certificates of deposit issued for the public funds depositor's account.

(xi) As authorized by W.S. 37-5-206 and 37-5-406, bonds of the Wyoming pipeline authority and the Wyoming infrastructure authority;

(xii) Shares of a money market fund as specified in subsection (g) of this section;

(xiii) Repealed By Laws 1996, ch. 112, § 3.

(xiv) Repealed By Laws 1996, ch. 112, § 3.

(xv) Repealed By Laws 1996, ch. 112, § 3.

(xvi) Repealed By Laws 1996, ch. 112, § 3.

(xvii) Repealed By Laws 1996, ch. 112, § 3.

(xviii) Repealed By Laws 1996, ch. 112, § 3.

(xix) Amended and Renumbered as (ix) by Laws 1996, ch. 112, § 2.

(xx) Amended and Renumbered as (x) by Laws 1996, ch. 112, § 2.

(xxi) Amended and Renumbered as (xi) by Laws 1996, ch. 112, § 2.

(xxii) Repealed By Laws 1996, ch. 112, § 3.

(xxiii) Repealed by Laws 1996, ch. 112, § 3.

(xxiv) Repealed by Laws 1996, ch. 112, § 3.

(xxv) Repealed by Laws 1996, ch. 112, § 3.

(xxvi) Commercial paper of corporations organized and existing under the laws of any state of the United States, provided that at the time of purchase, the commercial paper shall:

(A) Have a maturity of not more than two hundred seventy (270) days; and

(B) Be rated by Moody's as P-1 or by Standard & Poor's as A-1+ or equivalent ratings indicating that the commercial paper issued by a corporation is of the highest quality rating.

(b) No investment of public funds under this section shall be made by any of the officials above designated, until the affected fiscal board of the state of Wyoming, the board of county commissioners, the municipal council or the school district board of trustees as the case may be, has first authorized the same.

(c) Repealed By Laws 1996, ch. 112, § 3.

(d) Repealed By Laws 1997, ch. 63, § 2.

(e) Repealed By Laws 1996, ch. 112, § 3.

(f) Repealed By Laws 1996, ch. 112, § 3.

(g) Investments in shares of a diversified money market fund are authorized except that no entity of Wyoming government shall at any time own more than ten percent (10%) of the fund's net assets or shares outstanding. Investments under this subsection are limited to a diversified money market fund which seeks to maintain a stable share value of one dollar (\$1.00), is registered under the Securities Act of 1933 and Investment Company Act of 1940, as amended, and has qualified under state registration requirements, if any, to sell shares in the state and which:

(i) Invests its assets:

(A) Solely in securities or instruments that have a remaining maturity of three hundred ninety-seven (397) days or less at the time of purchase of shares;

(B) Solely in securities issued by the United States treasury, obligations or securities issued by or guaranteed by any federal government agency or instrumentality, and repurchase agreements collateralized by such instruments at not less than the repurchase price including accrued interest;

(C) So that an average dollar weighted maturity of ninety (90) days or less is maintained at all times; and

(D) Under limitations such that the fund may borrow funds for temporary purposes only by entering into repurchase agreements and only to the extent permitted by federal law.

(ii) Does not impose a sales charge;

(iii) Maintains the highest quality rating from at least one (1) of the nationally recognized rating organizations, such as Standard & Poor's Corporation or Moody's Investor Services;

(iv) Has an operating history of not less than five (5) consecutive years;

(v) Requires submission of sixty (60) days advance notice of any investment policy change, in the case where such policy changes may be approved without approval of the fund's shareholders or requires approval by shareholders entitled to vote a majority, as the term is defined under the Investment Company Act of 1940, as amended, of the fund's shares;

(vi) Is purchased from a person licensed to sell securities in Wyoming through or for an account with an entity which, at the time the investment is made by the state or local government:

(A) Has been continuously engaged in the business of selling securities in Wyoming for the preceding two (2) years or a financial institution authorized to do business in Wyoming and qualified by law to act as a depository of public funds in this state; and

(B) Currently, and during the preceding two (2) years, continuously had at least one (1) established place of business in this state. As used in this subparagraph, "established place of business" means a place in this state which is actually occupied either continuously or at regular periods by employees or agents of the entity who are licensed to sell securities in this state and where a large share of the entity's business in this state is actually conducted.

(h) Every political subdivision shall have on file a "Statement of Investment Policy." Except for investments by special hospital district boards pursuant to W.S. 35-2-403(d) or county memorial hospitals pursuant to W.S. 18-8-104(d), this

policy shall be at least as restrictive with respect to the types of investments authorized as those listed under subsection (a) of this section. The policy shall require that before any person effects any investment transaction on behalf of a political subdivision or offers any investment advice to the governing body of a political subdivision, that person shall sign a statement indicating that he has read the policy and agrees to abide by applicable state law with respect to advice he gives and the transactions he undertakes on behalf of the political subdivision. As used in this subsection, "person" does not include any officer, employee or member of the governing board of the political subdivision for which the investment is made or to which advice is given. As used in this subsection and subsection (j), "political subdivision" means the local government entities listed in the introductory paragraph of subsection (a) of this section. As used in this subsection, "investment" for the purpose of "investment transactions" and "investment advice" does not include deposits in financial institutions as authorized by law. As used in this subsection and paragraph (a)(iv) of this section, "financial institution" means as defined in W.S. 13-1-101(a)(ix).

(j) To enhance the background and working knowledge of political subdivision treasurers in governmental accounting, portfolio reporting and compliance, and investments and cash management, the state auditor and the state treasurer shall conduct voluntary education programs for persons elected or appointed for the first time to any office or as an employee of any political subdivision where the duties of that office or position of employment include taking actions related to investment of public funds and shall also hold annual voluntary continuing education programs for persons continuing to hold those offices and positions of employment. The state treasurer and state auditor may contract with other persons with special knowledge in this area to provide the training and may also charge a fee for attendance sufficient to defray the cost of the educational program. Nothing in this subsection shall be construed as preventing the state auditor and state treasurer from allowing the general public to attend these education programs upon payment of the appropriate fee.

(k) In connection with, or incidental to, the issuance or carrying of bonds, but only for the purpose of reducing the amount or duration of payment, interest rate, spread or similar risk, or to result in a lower cost of borrowing, and not for purposes of investment, the state treasurer or treasurer of any political subdivision, municipality or special district of this

state and the various boards of trustees and boards of directors of county hospitals, airports, fairs and other duly constituted county boards and commissions may enter into contracts which are determined to be necessary or appropriate to hedge risk or to place the obligation of the bonds, in whole or in part, on the interest rate, cash flow or other basis desired, including, but not limited to, contracts commonly known as interest rate swap agreements, interest rate caps or floors, forward payment conversion agreements, futures or hedge contracts.

9-4-832. Repealed by Laws 1986, Sp. Sess., ch. 5, § 2.

9-4-833. Investment of permanent funds.

9-4-834. Repealed By Laws 2008, Ch. 113, § 4.